CITY OF IRWINDALE

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

H. MANUEL ORTIZ
MAYOR

LARRY G. BURROLA
MAYOR PRO TEM

ALBERT F. AMBRIZ
COUNCILMEMBER

MARK A. BRECEDA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

AGENDA FOR THE
REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

DECEMBER 8, 2021

REGULAR MEETING - 6:30 P.M. - OPEN SESSION

IRWINDALE CITY COUNCIL CHAMBER

OPEN SESSION – CITY COUNCIL CHAMBER

Limited Public Access
Pursuant to Irwindale Resolution No. Resolution No. 2021-100-3312

The Irwindale City Council has authorized the conduct of hybrid meetings of the City Council, including all City Commissions and committee meetings, and all regularly scheduled meetings that would normally take place in the City Council Chambers, under the provisions of Government Code Section 54956 § E, as authorized by AB 361.

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

In-Person at the City Council Chambers (In-Chamber Attendance Limited to nine members of the public with overflow seating available in the Outer Council Chamber)

Via Zoom Webinar at https://us02web.zoom.us/j/87104592389

Webinar ID: 871 0459 2389

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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. REPORT FROM CLOSED SESSION

F. REORGANIZATION OF CITY COUNCIL

Recommendation: Councilmembers election Mayor and Mayor Pro Tempore

G. ROLL CALL OF NEWLY-ORGANIZED CITY COUNCIL

H. CHANGES TO THE AGENDA

I. COUNCIL MEMBER TRAVEL REPORTS

J. COUNCILMEMBER COMMENTS

K. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

A. Introduction of Martin Romero, Planning Technician
B. Introduction of Derek Flowers, Office Specialist

L. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Irwindale Chamber of Commerce Business of the Month – The Brooke Law Group, PC

B. Certificate of Recognition to Irwindale Library

SPONTANEOUS COMMUNICATIONS

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

Tier 1: In-person attendees

Tier 2: Teleconference attendees

Tier 3: In-person attendees who have not previously provide comments on the matter(s) being discussed by the legislative body

Tier 4: Teleconference attendees who have not previously provide comments on the matter(s) being discussed by the legislative body

1. CONSENT CALENDAR

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

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held October 27, 2021

Department: Administration /City Clerk

B. Warrants/Demands/Payroll

Recommendation: Approve

Department: Finance

C. Release of Bonds for Mayans Housing Development Phase 3 and 4, Parcel Map 82188, Parcel Map 82189, and Tract Map 82190 (Joint with Housing Authority Item 1B)

Recommendation: Approve the release of faithful performance, labor and material, and monument bonds for the Mayans Housing Development Phase 3 and 4, Parcel Map 82188, Parcel Map 82189, and Tract Map 82190.

Department: Engineering

D. Approval of Plans and Specifications for the 2021-2022 Resurfacing Program; Residential Resurfacing Project – Phase I; P1034

Recommendation: (1) Approve the plans and specifications for the 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase 1; and (2) authorize staff to solicit bids for construction of the project.

Department: Engineering

E. A Resolution to Extend the Existence of a Local Emergency Regarding COVID-19 Pandemic

Recommendation: **Adopt Resolution No. 2021-124-3246** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44".

Department: Administration

F. A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Hybrid Meetings of the Local Legislative Bodies of the City of Irwindale for the Month of December 2021 (Joint Successor Agency Item 1E, Housing Authority Item 1I and Reclamation Authority Item 1D)

Recommendation: That the City Council, Successor Agency, Housing Authority and Reclamation Authority **adopt Joint Resolution No. 2021-109-3321, Resolution No. SA 2021-110-3322, Resolution No. HA 2021-09-108** and **Resolution No. RA 2021-03-028** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE HOUSING AUTHORITY AND THE RECLAMATION AUTHORITY BOARD OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING DECEMBER 9, 2021 THROUGH JANUARY 8, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Department: Administration

G. Request to Approve a Consultant Contract Closure for Harvey Consulting Group (HCG) LLC related to the Completion of Environmental Documents for the Proposed Irwindale Materials Recovery Facility and Transfer Station with Applicant Arakelian Enterprises, Inc., dba Athens Services

Recommendation: Approve Amendment No. 9, the Final Contract Amendment with Harvey Consulting Group, LLC, for consultant contract closure related to the completion

of environmental documents for the Materials Recovery Facility and Transfer Station on the 17.22-acre site located at 2200 Arrow Highway (APN 8535-001-911) in the amount of $50,100.

Department: Community Development

H. Approval of the 2022 Local Appointments List

Recommendation: **Adopt Resolution No. 2021-111-3323** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2022 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME" reading by title only and waiving further reading thereof.

Department: Administration / City Clerk

I. Consideration of Resolution No. 2021-122-3244 Approving a Tentative Agreement for Successor Memorandum of Understanding with the Irwindale Management Employees Association (IMEA)

Recommendation: **Adopt Resolution No. 2021-122-3244** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION (IMEA), FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2024, AND AUTHORIZING THE APPROPRIATION OF FUNDS TO COVER THE COST OF THE INITIAL IMPLEMENTATION OF THE CONTRACT FOR FISCAL YEAR 2021-2024".

Department: Administration / Human Resources

J. Consideration of Resolution No. 2021-116-3238 Amending the Schedule of Salaries and Benefits for Unclassified Management Employees

Recommendation: **Adopt Resolution No. 2021-116-3238** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2021-23-3235, ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES, AND APPROVING AN APPROPRIATION OF FUNDS FOR ADDITIONAL SALARY FOR FISCAL YEAR 2021-2022".

Department: Administration / Human Resources

K. Consideration of Resolutions Amending the Classification and Compensation Plans

Recommendation: **Adopt Resolution No. 2021-123-3245** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING NEW JOB CLASSIFICATIONS AND ASSOCIATED JOB SPECIFICATIONS, FREEZING, UNFREEZING, ELIMINATING CERTAIN

JOB CLASSIFICATIONS, APPROVING UPDATES TO AN EXISTING JOB SPECIFICATION, AND APPROVING THE RECLASSIFICATION OF CERTAIN EMPLOYEES" **adopt Resolution No. 2021-117-3239** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE BENEFITS FOR UNREPRESENTED UNCLASSIFIED NONPERMANENT AND PERMANENT PART-TIME AT-WILL CITY EMPLOYEES" and **adopt Resolution No. 2021-126-3248** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES, AND APPROVING AN APPROPRIATION OF FUNDS FOR SALARY ADJUSTMENTS FOR FISCAL YEAR 2021-2022 FOR UNREPRESENTED UNCLASSIFIED NONPERMANENT AND PERMANENT PART-TIME AT-WILL POSITIONS".

Department: Administration / Human Resources

L. Request to Approve a Professional Consultant Contract with Willdan Financial Services to Prepare an Affordable Housing Commercial/Industrial Linkage Fee Study

Recommendation: Approve the contract in the amount of $43,000 with Willdan Financial Services for the preparation of an Affordable Housing Commercial/Industrial Linkage Fee study.

Department: Community Development

M. Request to Approve Amendment No. 1 to the Professional Consulting Contract with Interwest Consulting Group for the Preparation of a Comprehensive Zoning Ordinance Update

Recommendation: Approve Amendment No. 1 to the Professional Consulting Contract with Interwest Consulting Group for the preparation of the Comprehensive Zoning Ordinance Update.

Department: Community Development

N. Appointing an Interim City Treasurer (Joint Items on Successor Agency 1C and Housing Authority)

Recommendation: **Adopt Joint Resolution No. 2021-118-3240, SA 2021-119-3241 and HA 2021-10-109** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA AUTHORIZING THE APPOINTMENT OF INTERIM CITY TREASURER" reading by title only and waiving further reading thereof.

Department: Finance

O. Authorization to Invest Monies Into the Local Agency Investment Fund Account (Joint Item on Successor Agency 1D and Housing Authority 1D)

Recommendation: **Adopt Joint Resolution No. 2021-120-3242, SA 2021-121-3243 and HA 2021-11-110** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY DEVELOPMENT REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND" reading by title only and waiving further reading thereof.

Department: Finance

P. Rejection of Claim: Five Points, LLC vs. City of Irwindale

Recommendation: Reject the claim of Five Points, LLC vs. City of Irwindale and direct staff to send a letter of rejection.

Department: City Attorney's Office

Q. Amendment to the City of Irwindale Resident Identification Card Policy

Recommendation: **Adopt Resolution No. 2021-108-3320** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AMENDMENTS TO THE CITY OF IRWINDALE RESIDENT IDENTIFICATION CARD POLICY" to approve the final draft of the Resident Identification Card Policy as amended per City Council direction at its regularly scheduled meeting on May 12, 2021.

Department: Administration

2. 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

Recommendation: **Adopt Resolution No. 2021-112-3324** 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.

Department: Administration / City Clerk

B. Appointment of Parks & Recreation Commissioners

Recommendation: **Adopt Resolution No. 2021-113-3325** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE

PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

Department: Administration / City Clerk

C. Appointment of Planning Commissioners

Recommendation: **Adopt Resolution No. 2021-114-3326** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

Department: Administration / City Clerk

D. Appointment of Senior Citizen Commissioners

Recommendation: **Adopt Resolution No. 2021-115-3237** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE SENIOR CITIZENS COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

Department: Administration / City Clerk

E. Update on Irwindale Rock House Replacement Structure, Irwindale Public Library Expansion Project, and the Dan Diaz Recreation Center Retrofit Project

Recommendation: (1) Receive an update regarding the Irwindale Rock House Replacement Structure; and (2) Discuss and provide direction regarding the use of the holdback amount for the Irwindale Public Library Expansion Project and the Dan Diaz Recreation Center Retrofit Project.

Department: Administration

F. Verbal Update on Calle del Norte traffic signal

Department: Engineering

3. PUBLIC HEARINGS

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

A. Introduction of Ordinance No. 759 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 8.22 TO TITLE 8 ("HEALTH AND SAFETY") OF THE IRWINDALE MUNICIPAL CODE, ENTITLED "SPECIFIC REGULATIONS FOR ORGANICS WASTE DISPOSAL, REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION," TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING

PROCESSING AND REPORTING AND ADOPTION OF AN EXEMPTION FROM THE CALIFRONIA ENVIRONMENTAL QUALITY ACT

Recommendation: **Introduce for first reading Ordinance No. 759** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 8.22 TO TITLE 8 ("HEALTH AND SAFETY") OF THE IRWINDALE MUNICIPAL CODE, ENTITLED "SPECIFIC REGULATIONS FOR ORGANICS WASTE DISPOSAL, REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION," TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING AND ADOPTION OF AN EXEMPTION FROM THE CALIFRONIA ENVIRONMENTAL QUALITY ACT".

Department: Public Services

B. Approval of the Adjustment of User Fees for Fiscal Year 2021-2022

Recommendation: (1) Conduct the duly noticed Public Hearing regarding the proposed adoption of the Schedule of Fees & Charges; and (2) **Adopt Resolution No. 2021-125-3247** entitled, "A RESOLUTION OF THE CITY OF IRWINDALE ADOPTING AND ADJUSTING FEES FOR CERTAIN CITY SERVICES, CONSOLIDATING FEES INTO A COMPREHENSIVE SCHEDULE OF FEES AND CHARGES, AND REPEALING ALL PRIOR FEE RESOLUTIONS FOR SUCH FEES AND CHARGES".

Department: Finance

4. CITY MANAGER'S REPORT

5. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

6. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held October 27, 2021

Department: Administration / City Clerk

B. Warrants

None for approval

C. Appointing an Interim City Treasurer (Joint Items on City Council 1N and Housing Authority 1C)

Recommendation: **Adopt Joint Resolution No. 2021-118-3240, SA 2021-119-3241 and HA 2021-10-109** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA AUTHORIZING THE APPOINTMENT OF INTERIM CITY TREASURER" reading by title only and waiving further reading thereof.

Department: Finance

D. Authorization to Invest Monies Into the Local Agency Investment Fund Account (Joint Item on City Council 1O and Housing Authority 1D)

Recommendation: **Adopt Joint Resolution No. 2021-120-3242, SA 2021-121-3243 and HA 2021-11-110** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY DEVELOPMENT REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND" reading by title only and waiving further reading thereof.

Department: Finance

E. A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Hybrid Meetings of the Local Legislative Bodies of the City of Irwindale for the Month of December 2021 (Joint City Council Item 1F, Housing Authority Item 1I and Reclamation Authority Item 1D)

Recommendation: That the City Council, Successor Agency, Housing Authority and Reclamation Authority **adopt Joint Resolution No. 2021-109-3321, Resolution No. SA 2021-110-3322, Resolution No. HA 2021-09-108** and **Resolution No. RA 2021-03-028** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE HOUSING AUTHORITY AND THE RECLAMATION AUTHORITY BOARD OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-

DAY PERIOD BEGINNING DECEMBER 9, 2021 THROUGH JANUARY 8, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Department: Administration

F. Consideration of Resolution No. SA 2021-127-3249 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, 2022 through June 30, 2023

Recommendation: **Adopt Resolution No. SA 2021-127-3249** 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, 2022 AND ENDING JUNE 30, 2023".

Department: Finance

2. NEW BUSINESS

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

3. PUBLIC HEARINGS

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

4. ADJOURN

HOUSING AUTHORITY

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held October 27, 2021

Department: Administration / City Clerk

B. Release of Bonds for Mayans Housing Development Phase 3 and 4, Parcel Map 82188, Parcel Map 82189, and Tract Map 82190 (Joint with City Council Item 1C)

Recommendation: Approve the release of faithful performance, labor and material, and monument bonds for the Mayans Housing Development Phase 3 and 4, Parcel Map 82188, Parcel Map 82189, and Tract Map 82190.

Department: Engineering

C. Appointing an Interim City Treasurer (Joint Items on City Council 1N and Successor Agency 1C)

Recommendation: **Adopt Joint Resolution No. 2021-118-3240, SA 2021-119-3241 and HA 2021-10-109** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA AUTHORIZING THE APPOINTMENT OF INTERIM CITY TREASURER" reading by title only and waiving further reading thereof.

Department: Finance

D. Authorization to Invest Monies Into the Local Agency Investment Fund Account (Joint Item on City Council 1O and Successor Agency 1D)

Recommendation: **Adopt Joint Resolution No. 2021-120-3242, SA 2021-121-3243 and HA 2021-11-110** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY DEVELOPMENT REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND" reading by title only and waiving further reading thereof.

Department: Finance

E. Las Casitas Eligibility List

Recommendation: Receive and file the Las Casitas Eligibility Ranking List.

Department: Authority Counsel

F. Consideration of Approval - Subordination of Home Purchase Loan at 4612 Nora Avenue

Recommendation: (1) Approve the request by Marguerite Lopez for the Housing Authority to subordinate its loan to a new loan made in a refinancing, subject to all conditions established by the Irwindale Housing Authority's Guidelines, Policies and

Procedures for the Mayans Housing Purchase Program; and (2) Authorize the Executive Director to execute the Subordination Agreement subject to Authority Counsel approval as to form.

Department: Authority Counsel

G. Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2020-2021 and SB 341 Annual Report for FY 2020-2021

Recommendation: (1) Receive and file the FY 2020-2021 Irwindale Housing Authority Annual Report and direct that such report be filed with the City of Irwindale City Clerk's office; and (2) Approve the SB 341 Annual Report for FY 2020-2021 and the posting of such report and supporting documentation on the City's website.

Department: Community Development

H. Global Subordination Policy

Recommendation: (1) Consider adoption of Global Subordination Policy; and (2) Receive and file Instructions for Staff to Process Global Subordination Policy.

Department: Authority Counsel

I. A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Hybrid Meetings of the Local Legislative Bodies of the City of Irwindale for the Month of December 2021 (Joint City Council Item 1F, Successor Agency Item 1E and Housing Authority Item 1I)

Recommendation: That the City Council, Successor Agency, Housing Authority and Reclamation Authority **adopt Joint Resolution No. 2021-109-3321, Resolution No. SA 2021-110-3322, Resolution No. HA 2021-09-108** and **Resolution No. RA 2021-03-028** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE HOUSING AUTHORITY AND THE RECLAMATION AUTHORITY BOARD OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING DECEMBER 9, 2021 THROUGH JANUARY 8, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Department: Administration

2. NEW BUSINESS

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

A. Consideration of Financial Aspects of Request for Proposals for Development of Affordable Housing Units on Southern Three (3) Acres of Land Located at 5100 Allen Drive (Continued from November 10, 2021)

Recommendation: Provide direction on financial aspects of Request for Proposals for development of affordable housing units on southern three (3) acres of land located at 5100 Allen Drive.

Department: Authority Counsel

3. PUBLIC HEARINGS

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

4. ADJOURN

RECLAMATION AUTHORITY

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

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

None for approval

B. 2021 4th Quarter Mining Report of Nine (9) SMARA Pits

Recommendation: Receive and file the report.

Department: Public Works Engineering

C. Investment Quarterly Report – September 30, 2021

Recommendation: Receive and file the Investment Quarterly Report for September 30, 2021.

Department: Finance

D. A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Hybrid Meetings of the Local Legislative Bodies of the City of Irwindale for the Month of December 2021 (Joint City Council Item 1F, Housing Authority Item and Reclamation Authority Item)

Recommendation: That the City Council, Successor Agency, Housing Authority and Reclamation Authority **adopt Joint Resolution No. 2021-109-3321, Resolution No. SA 2021-110-3322, Resolution No. HA 2021-09-108** and **Resolution No. RA 2021-03-028** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE HOUSING AUTHORITY AND THE RECLAMATION AUTHORITY BOARD OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING DECEMBER 9, 2021 THROUGH JANUARY 8, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Department: Administration

2. NEW BUSINESS

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

3. PUBLIC HEARING

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

4. ADJOURNMENT

AFFIDAVIT OF POSTING

I, 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 and Reclamation Authorities, to be held on December 8, 2021, be posted at the City Hall, Library, and Post Office on December 2, 2021.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC Item F

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, 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

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Jeanette Duran, Interim Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

In accordance with Ordinance No. 711, B (vii), 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.

CC Item 1A1

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

OCTOBER 27, 2021
WEDNESDAY
6:41 P.M.

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

ROLL CALL:

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

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

CHANGES TO THE AGENDA

CITY MANAGER TAM

City Manager Tam advised that Items 1C and 1F will be pulled from the Consent Calendar for separate discussion, at the requests of Mayor Pro Tem Burrola and Mayor Ortiz, respectively. He also advised that Item 2D will be forwarded to the meeting of November 10 at the request of the applicant.

COUNCILMEMBER TRAVEL REPORTS

None.

COUNCILMEMBER COMMENTS

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola requested a report on citywide video systems at the next meeting, and requested for the Police Department to look into reports of speeding on Cypress Avenue near Merwin School.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE MONTH – ATHENS

IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE MONTH – ATHENS SERVICES

The presentation was made.

SERVICES

SPONTANEOUS COMMUNICATIONS

SUZANNE GOMEZ — Suzanne Gomez thanked the City Council and the Parks & Recreation Commission for water aerobics classes.

DENA ZEPEDA — Dena Zepeda thanked Athens Services, made allegations against the former City Attorney, and demanded to know the reason why he was let go.

CARMEN ROMAN — Carmen Roman requested to pull Item No. 2E from the Consent Calendar for separate discussion. She was informed that Item No. 2E is not on the Consent Calendar, and as a New Business item, it will be discussed and the audience may provide comments on it.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Breceda, seconded by Mayor Ortiz, to approve the Consent Calendar, with the exception of Item Nos. 1C and 1F, which were removed for separate consideration. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

1) Special meeting held August 11, 2021
2) Regular meeting held August 11, 2021

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1D
INVESTMENT QUARTERLY REPORT FOR SEPTEMBER 30, 2021

INVESTMENT QUARTERLY REPORT FOR SEPTEMBER 30, 2021 (Joint Item on Successor Agency and Housing Authority)

The Investment Quarterly Report for September 30, 2021, was received and filed.

ITEM NO. 1G
RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE HYBRID

A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE MONTH OF NOVEMBER 2021 (Joint Item Between the City Council, Successor Agency, and Housing Authority)

MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE MONTH OF NOVEMBER 2021

RESOLUTION NO. 2021-94-3306 ADOPTED

Resolution No. 2021-94-3306, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING NOVEMBER 1, 2021, THROUGH NOVEMBER 30, 2021, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

END OF CONSENT CALENDAR

ITEM NO. 1C
ACCEPTING AND APPROVING THE APPROPRIATION OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY FOUNDATION

ACCEPTING AND APPROVING THE APPROPRIATION OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY FOUNDATION

DIRECTOR CARREON

Director Carreon presented the staff report.

MAYOR PRO TEM BURROLA

Responding to several questions by Mayor Pro Tem Burrola, Director Carreon advised that the FY 21/22 budget for the donation stands at $99,250, with $88,250 being earmarked for city items as identified in the staff report, and $11,000 being retained to fund administrative costs such as audits, legal fees, financial reporting, etc.

Mayor Pro Tem Burrola also asked about staff's proposed use of funding from the Foundation, to which Director Rodriguez elaborated on. She advised that: 1) the backdrops that are being requested would replace the existing deteriorated ones, 2) the new Healthy Irwindale program will incur expenses due to the prizes that would be distributed to participants, 3) the existing swimming pool diving boards are in dire need of replacement, 4) the Foundation has also already approved funding for the purchase of additional furniture for the Senior Center.

DENA ZEPEDA

Dena Zepeda suggested for the diving boards to be paid using General Fund monies. She argued that, although the diving boards would benefit the community, the Foundation funds should be used to pay for things that benefit the residents. She also complained because of her belief that only one local company is donating funds to the Foundation for the benefit of the residents.

CARMEN ROMAN

Carmen Roman suggested for the diving boards to be paid using General Fund monies. She stated that the donated funds are "for the community" and not for equipment and furniture. She requested that Irwindale residents be provided food vouchers.

SUZANNE GOMEZ

Suzanne Gomez stated her belief that the donated funds should be used to fund programs and activities whose budgets were cut due to the pandemic. She also suggested that half of the donated funds be placed into an interest-earning account for future items, such as the repair of the historical church.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz, who also serves as Chair of the Irwindale Community Foundation, explained the purpose of the Foundation and the steps the Foundation undertook to determine where to allocate funding. He noted the need to fund the items being requested in order to provide a benefit to the community. He also noted that the Foundation works with local business partners to solicit funds from them and that all the money donated to the Foundation will be utilized on community services programs.

RESOLUTION NO. 2021-96-3308 ADOPTED

Resolution No. 2021-96-3308, 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," was passed, approved, and adopted, on the motion of Mayor Pro Tem Burrola, seconded by Councilmember Ambriz, and unanimously approved.

ITEM NO. 1F
APPROVE AMENDMENT NO. 1 TO THE MOA BETWEEN THE SGVCOG AND DUARTE AND IRWINDALE

APPROVE AMENDMENT NO. 1 TO THE MOA BETWEEN THE SGVCOG AND DUARTE AND IRWINDALE

ASSISTANT CITY MANAGER OLIVARES

Assistant City Manager Olivares presented the staff report.

MAYOR ORTIZ

Mayor Ortiz stated his belief that the available funding should not be used to hire a consultant to perform the duties outlined in the recommended amendment to the MOA, and stated that some of the funding should instead be used to help clean up the riverbed.

ASSISTANT CITY MANAGER OLIVARES

Assistant City Manager Olivares advised that certain allotments were earmarked for outreach and encampment cleanup, and advised that some funding is available until May 2022 in the event that there is encampment cleanup. Additionally, the City is part of a six-city contract whereby Union Station performs outreach efforts and placement of individuals in suitable housing. However, as of this date, none of the Irwindale individuals wishes for this type of assistance. She asked whether the Council would consider for this funding to be used by neighboring agencies in need, noting that several agencies utilize the help of CityNet to conduct the homeless census count. She added that, although the County performs an annual homeless count, this does not track the type of information that would be useful to identify the specific types of homeless individuals in the community. However, CityNet gathers more relevant data that would be useful when deciding on certain policies and procedures.

CARMEN ROMAN

Carmen Roman suggested spending funds to beautify the area near the 605 Freeway near Rivergrade Road.

SUZANNE GOMEZ

Suzanne Gomez suggested collaborating with Supervisor Hilda Solis' office to obtain the useful data identified by Assistant City Manager Olivares. She agreed with Mayor Ortiz that the funding should not be used on a consultant.

DENA ZEPEDA

Dena Zepeda volunteered to count the Irwindale homeless and requested $200 to provide food from In N Out to the homeless.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola requested for the Police Department to provide a report on the department's efforts in addressing homelessness. He also stated his preference in approving the hiring of the consultant.

COUNCILMEMBER GARCIA

Councilmember Garcia asked about time constraints on the expenditure of funds, to which Assistant City Manager Olivares advised that Measure H funds must be utilized by November 30, 2021, and that state funds need to be utilized by May 31, 2022.

COUNCILMEMBER AMBRIZ

Responding to a question by Councilmember Ambriz, Assistant City Manager Olivares advised that, if staff's recommendation is approved, the City would enter into an agreement with CityNet, and that the City would be reimbursed for the consultant fees it expended as part of the state funding that was received.

Councilmember Ambriz spoke on the high costs and complexities in addressing homelessness. Responding to a question by

Councilmember Ambriz, Assistant City Manager Olivares spoke on expenditure constraints and the possibility of presenting an alternative spending plan to the Council in the future.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz suggested utilizing the funding for something other than hiring the recommended consultant.

MOTION — A motion was made by Mayor Ortiz, seconded by Mayor Pro Tem Burrola, to deny staff's recommendation, and return the funding to the San Gabriel Valley Council of Governments if necessary. The motion was approved with Mayor Ortiz, Mayor Pro Tem Burrola, and Councilmember Ambriz in favor, and Councilmembers Breceda and Garcia opposed.

NEW BUSINESS

ITEM NO. 2A
STRUCTURE OF HOUSING AUTHORITY BOARD — STRUCTURE OF HOUSING AUTHORITY BOARD (Joint Item on Housing Authority Agenda)

CITY ATTORNEY GUERRA — City Attorney Guerra presented the staff report.

DENA ZEPEDA — Dena Zepeda stated her preference in adding two more individuals to the Housing Authority Board.

CARMEN ROMAN — Carmen Roman concurred and suggested appointing senior citizens such as Dena Zepeda. She also made various allegations of abuse by Northridge Management, which manages the Las Casitas Senior Apartments.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz stated that he would not like to give up authority from the Housing Authority Board. He stated that he appreciated the five-member board and that the current composition should be maintained. He also stated his comfort in creating a seven-member Housing Commission that would report to the Housing Authority Board.

CITY ATTORNEY GUERRA — City Attorney Guerra indicated that establishing a seven-member Housing Commission would be acceptable, and would need to be established via a City ordinance.

Replying to a question by Councilmember Ambriz, City Attorney Guerra advised that the state code requires the appointment of two tenant commissioners. He further advised that the Housing Authority has not had the two tenant commissioners since 1987. He recommended appointing two tenant commissioners since this is what the statute requires.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola asked when the requirement came into effect, to which City Attorney Guerra reiterated that the law was already in existence in 1987. Mayor Pro Tem Burrola questioned why this just came to the attention of the city, and asked whether the City would be reprimanded if it took no action, to which City Attorney Guerra stated that he could not comment on why this was not addressed previously, and that he was tasked with looking into correcting any housing issues, and that this is one of the issues he found.

Mayor Pro Tem Burrola stated that he has spoken with councilmembers from other cities and that their Housing Authority Boards also consist of five members. He asked whether no action could be taken, even in light of the state requirement.

COUNCILMEMBER BRECEDA

Councilmember Breceda also signaled his preference in leaving the Housing Authority's composition as-is.

COUNCILMEMBER GARCIA

Councilmember Garcia stated that he could support a new commission since it would help the community see how housing processes operate.

MAYOR ORTIZ

Mayor Ortiz indicated that this was the first time he has heard of the state requirement. He also noted that some surrounding communities do not even have housing authorities, and agreed that the Irwindale Housing Authority should be left as-is, though he further stated that staff's recommended actions could be evaluated when exploring new housing programs in the future.

CITY ATTORNEY GUERRA

City Attorney Guerra cautioned that having two tenant commissioners is a state statute, and warned that someone can potentially challenge decisions made by the Housing Authority by arguing that the body was not properly composed. He then stated that, should the Council decide to establish a Housing Commission, then he would need specific direction so that he could draft a new ordinance for Council consideration.

MOTION

A motion was made by Mayor Ortiz, seconded by Councilmember Breceda, to receive and file the report. The motion was unanimously approved.

ITEM NO. 2B
UPDATE ON VINCENT AVENUE TRAFFIC SIGNAL

UPDATE ON VINCENT AVENUE TRAFFIC SIGNAL (Requested by Mayor Ortiz on 10/13/21 – VERBAL)

ASSISTANT CITY ENGINEER CO

Assistant City Engineer Co provided the update. He advised that the signal's preliminary plans should be available soon, and that once they are ready, they will be forwarded to Los Angeles County and the City of Azusa for their review and comment. He noted that the process may take approximately two to three months.

ITEM NO. 2C
FEE WAIVER TO PROMOTE CONSTRUCTION OF ACCESSORY DWELLING UNITS

FEE WAIVER TO PROMOTE CONSTRUCTION OF ACCESSORY DWELLING UNITS

CITY ATTORNEY GUERRA

City Attorney Guerra presented the staff report.

COUNCILMEMBER BRECEDA

Councilmember Breceda wanted to ensure that approving the fee waivers would not be considered a gift of public funds, to which City Attorney Guerra advised that it would likely not be constituted to be a gift of public funds in light of the state's severe need for more housing, and if the fee waivers are provided across the board. He added that the waivers can be established temporarily, if the Council so desires.

COUNCILMEMBER GARCIA

Councilmember Garcia asked if the fee waivers could be granted to homeowners who desire to rebuild their properties or to enhance existing dwellings in order to help beautify the city, to which City Attorney Guerra stated that this would likely not be permissible since in this scenario, there is no additional housing being created. He recommended approving fee waivers only for the creation of Accessory Dwelling Units.

Responding to an additional question by Councilmember Garcia, City Manager Tam advised that the City no longer offers a home rehabilitation program.

CITY MANAGER TAM

City Manager Tam noted that fees associated in obtaining permits include those from the County, and that, if the City does not collect these fees, the City would have to pay them from its General Fund.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz agreed that the fee waivers only apply to Accessory Dwelling Units and not for home remodels or rehabilitation.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola expressed his opposition to the fee waiver request.

MAYOR ORTIZ

Mayor Ortiz added his preference that fee waivers be granted to owner-occupied households, and only for those homeowners that have lived in the units for at least five years.

CITY ATTORNEY GUERRA

City Attorney Guerra advised that he would look into the legalities of the requests.

DENA ZEPEDA

Dena Zepeda stated her desire to have an Accessory Dwelling Unit for her mother, and wondered whether she would be able to construct one since she currently benefits from a housing program.

CARMEN ROMAN	Carmen Roman concurred with Mayor Ortiz's suggestions.
MOTION	A motion was made by Mayor Ortiz, seconded by Councilmember Breceda, to direct staff to prepare a fee waiver policy to promote construction of Accessory Dwelling Units and return for Council consideration. The motion was unanimously approved.
ITEM NO. 2D DISCUSS THE CITY'S RESPONSE TO UNITED ROCK PRODUCTS OLIVE PIT RECLAMATION PLAN AMENDMENT	DISCUSS THE CITY'S RESPONSE TO UNITED ROCK PRODUCTS OLIVE PIT RECLAMATION PLAN AMENDMENT This item was continued to the meeting of November 10, 2021, at the request of the applicant.
ITEM NO. 2E DIRECTION TO CREATE A COMMITTEE AND DISCUSS A DEVELOPMENT ON SITE 5175 VINCENT AVENUE	DIRECTION TO CREATE A COMMITTEE AND DISCUSS A DEVELOPMENT ON SITE 5175 VINCENT AVENUE
COUNCILMEMBER BRECEDA	Councilmember Breceda declared a potential conflict of interest, recused himself from the discussion, and exited the Council Chambers at 8:32 p.m.
CITY MANAGER TAM	City Manager Tam presented the staff report.
CITY ATTORNEY GUERRA	City Attorney Guerra reminded the Council that project itself would not be discussed tonight since it has previously been discussed and acted upon. He added that the only item to discuss would be the possible creation of an ad hoc committee that would discuss the future of the site, to be done in the context of a settlement communication with the developer.
COUNCILMEMBER AMBRIZ	Councilmember Ambriz volunteered to serve on an ad hoc committee and suggested that Mayor Ortiz also volunteer.
CITY ATTORNEY GUERRA	City Attorney Guerra advised that staff needs direction from the Council as to what would be discussed or conveyed to the developer. He acknowledged that the ad hoc committee itself would not have any binding authority, and that any action would require authorization by the Planning Commission or City Council.
DENA ZEPEDA	Dena Zepeda suggested appointing a resident to the committee and stated that she knows she can speak.
CARMEN ROMAN	Carmen Roman concurred with Dena Zepeda.

CITY ATTORNEY GUERRA	City Attorney Guerra advised that creating an ad hoc committee that consists of more than councilmembers would trigger Brown Act requirements. The concept of the ad hoc committee is just to gather information and provide it to the Council, so he recommended limiting the committee to two councilmembers.
MOTION	A motion was made by Councilmember Ambriz, seconded by Mayor Ortiz, to form an ad hoc committee consisting of Councilmember Ambriz and Mayor Ortiz to discuss the development of 5175 Vincent Avenue. The motion was unanimously approved; Councilmember Breceda absent.
COUNCILMEMBER BRECEDA	At 8:43 p.m., Councilmember Breceda return to the meeting.

PUBLIC HEARINGS

ITEM NO. 3A SPDR FOR THE CONSTRUCTION OF A FILTRATION BUILDING AND A CUP TO ALLOW STORAGE AND USE OF CLEANING CHEMICALS FOR AN EXISTING BREWERY LOCATED AT 15801 FIRST ST.	SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2021 FOR THE CONSTRUCTION OF A FILTRATION BUILDING AND A CONDITIONAL USE PERMIT TO ALLOW STORAGE AND USE OF CLEANING CHEMICALS FOR AN EXISTING BREWERY LOCATED AT 15801 FIRST STREET IN THE M-2 (HEAVY MANUFACTURING) ZONE (APNS: 8533-009-021, -024, AND -907)
ASSOCIATE PLANNER CHOU	Associate Planner Chou presented the staff report.
OPEN PUBLIC HEARING	At 8:53 p.m., Mayor Ortiz opened the public hearing.
GARY CLIFFORD	Gary Clifford, representing Athens Services, spoke in support of the project.
DENA ZEPEDA	Dena Zepeda agreed with Gary Clifford and asked about the availability of jobs for residents.
PHIL COOPER	Phil Cooper with the Teamsters Union spoke in support of the project.
ANITA HERNANDEZ	Anita Hernandez made a presentation in support of the project.
ADAM SHER	Adam Sher, President of IBY Properties, shared more information about the presentation.
CARMEN ROMAN	Carmen Roman agreed with Gary Clifford and asked about the availability of jobs for residents.

CLOSE PUBLIC HEARING

There being no additional speakers, Mayor Ortiz closed the public hearing at 9:04 p.m.

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MOTION

A motion was made by Councilmember Ambriz, seconded by Councilmember Breceda, to adopt **Resolution No. 2021-93-3305**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2021 AND CONDITIONAL USE PERMIT NO. 05-2021 FOR THE CONSTRUCTION OF ONE (1) NEW ±9,907 SQUARE FOOT FILTRATION BUILDING AND THE APPROVAL FOR STORAGE OF CLEANING CHEMICALS FOR AN EXISTING BEVERAGE MANUFACTURING FACILITY (IRWINDALE BREW YARD, FORMERLY MOLSON-COORS) FOR PROPERTY LOCATED AT 15801 FIRST STREET, IRWINDALE, CA 91706 (APNS: 8533-009-021, -024, -907) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT,"

MAYOR ORTIZ

Mayor Ortiz requested that Irwindale residents receive priority for open job availabilities.

ROLL CALL

The above-mentioned motion was unanimously approved.

CITY ATTORNEY'S REPORT

CITY ATTORNEY GUERRA

City Attorney Guerra noted several questions that were brought up at the last meeting, to which he responded by indicating that: 1) individuals may use the names of staff and/or public officials when commenting during public meetings, though the Council can request that members of the public be respectful when making comments, and 2) the former City Attorney is not involved in any Irwindale City matter. He noted that the former City Attorney recently attended a conference where Irwindale employees and officials were present, and though he did socialize with Irwindale representatives, he attended merely because of his relationship with his clients from other agencies, who also attended the conference.

CITY MANAGER'S REPORT

ASSISTANT CITY ENGINEER CO

Assistant City Engineer Co reported on concerns regarding the traffic signal timing at the intersection of Arrow Highway and Irwindale Avenue. He advised that, after staff review, it has been determined that the signal provides sufficient time for both motorists and pedestrians to cross.

COUNCILMEMBER GARCIA — Councilmember Garcia reported on a concern about the pedestrian button at the intersection of Irwindale Avenue and Calle de Paseo, to which Assistant City Engineer Co indicated that staff would look into the request.

COUNCILMEMBER BRECEDA — Councilmember Breceda also reported a concern regarding pedestrian crossing at the intersection of Irwindale Avenue and Calle del Norte, to which Assistant City Engineer Co advised that staff would look into the request.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola requested a report on the intersection concerns be presented to the Council at a later date.

DIRECTOR RODRIGUEZ — Director Rodriguez reported on the recent recycling / annual compost giveaway event, as well as Senior Center and Recreation activities.

ASSISTANT CITY MANAGER OLIVARES — Assistant City Manager Olivares reported on the upcoming Veterans Day Ceremony to be held on November 11, advised that the City of Irwindale, in collaboration with the Los Angeles County Department of Public Health, will host a vaccination clinic to offer the Pfizer COVID booster shot, and thanked staff on behalf of her family for their support.

AGENDA ITEMS REQUESTED BY COUNCILMEMBERS

MAYOR ORTIZ — Mayor Ortiz requested that an update regarding the vacant units at the Las Casitas Senior Apartment complex be provided at the next meeting.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 9:19 p.m., in memory of Christina Marie Orosco.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC Item 1B

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
November 2021

Payroll Batch DATE OF ISSUE 11/4/21	430-11-21, 431-11-21, 432-11-21 DEPARTMENT		AMOUNT
	11 City Council		1,731.15
	13 City Administrative Office		45,014.50
	14 Finance Department		21,121.74
	35 Police Department		187,004.47
	40 Recreation Department		20,845.57
	41 Aquatics Department		4,721.66
	42 Senior Citizens' Center		13,223.54
	44 Library		10,832.51
	51 Planning & Community Development		21,759.43
	52 Public Works - Engineering		25,573.72
	57 Public Works - Services		46,270.80
		Gross Payroll	398,099.09
		Required Deductions	(110,867.45)
		Voluntary Deductions	(15,301.28)
		Net Payroll	271,930.36

Payroll Batch DATE OF ISSUE 11/18/21	413-11-21, 414-11-21 DEPARTMENT		AMOUNT
	11 City Council		5,456.15
	13 City Administrative Office		45,141.32
	14 Finance Department		20,261.23
	35 Police Department		179,497.46
	40 Recreation Department		19,695.07
	41 Aquatics Department		3,219.84
	42 Senior Citizens' Center		14,742.92
	44 Library		10,601.34
	51 Planning & Community Development		21,305.59
	52 Public Works - Engineering		25,554.23
	57 Public Works - Services		45,992.00
		Gross Payroll	391,467.15
		Required Deductions	(107,662.03)
		Voluntary Deductions	(16,004.28)
		Net Payroll	267,800.84

Payroll Batch DATE OF ISSUE 11/25/21	425-11-21 DEPARTMENT 425-11-21		AMOUNT
	14 Finance Department		70,703.93
		Gross Payroll	70,703.93
		Required Deductions	(22,114.31)
		Voluntary Deductions	-
		Net Payroll	48,589.62

Electronic Payments

November 2021

November 16 - 30, 2021

Number	Vendor Name	Date	Amount
ACH	CalPERS	11/19/2021	29.58
ACH	CalPERS	11/24/2021	78,671.10
ACH	EDD	11/22/2021	19,338.05
ACH	Federal Tax	11/22/2021	53,438.48
ACH	EDD	11/26/2021	4,666.46
ACH	Federal Tax	11/26/2021	17,986.17
ACH	Nationwide-457 Plan & Trust	11/18/2021	12,716.89
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	11/18/2021	3,247.00
ACH	ICMA	11/18/2021	13.39
ACH	PARS-FT	11/18/2021	27,990.04
ACH	PARS-PT	11/18/2021	965.21
601	California Employers' Pension Prefunding Trust (CEPPT)	11/29/2021	1,000,000.00
		Report Total:	1,219,062.37

Accounts Payable

Checks by Date - Summary by Check Number

User: financetech
Printed: 11/17/2021 3:09 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
75388	CALIFO56	California State Disbursement Unit	11/04/2021	604.15
75389	CALIFO57	California State Disbursement Unit	11/04/2021	143.07
75390	LOSANG31	Los Angeles County Sheriff's Dept.	11/04/2021	20.42
75391	ALESHIRE	Aleshire & Wynder, LLP	11/04/2021	54,356.36
75392	AMERIFID	American Fidelity Assurance	11/04/2021	5,778.00
75393	AMERIC34	American Fidelity Assurance Co	11/04/2021	2,498.67
75394	ARMEN01	Sally Armendarez	11/04/2021	800.00
75395	AT&T02	AT & T	11/04/2021	32.65
75396	AT&T06	AT & T	11/04/2021	43.03
75397	Ayala01	Leonor Ayala	11/04/2021	411.00
75398	BRAVO01	Jesus Bravo	11/04/2021	789.95
75399	CASTRO06	Candice Castro	11/04/2021	40.00
75400	CHARTE01	Charter Communications	11/04/2021	357.62
75401	FLORE01	Karla Flores	11/04/2021	520.00
75402	FRAER01	Laura Fraer Snyder	11/04/2021	1,500.00
75403	FRAIJO02	John Fraijo	11/04/2021	173.75
75404	FRONT01	Frontier Communications	11/04/2021	533.71
75405	GASCOM	Gas Company, The	11/04/2021	4,797.71
75406	GONZAL07	Raymond Gonzales	11/04/2021	769.95
75407	HENSHA01	Ty Henshaw	11/04/2021	349.99
75408	HOMEDE	Home Depot Credit Services	11/04/2021	1,498.30
75409	HOYEN	Noelle Hoye	11/04/2021	360.00
75410	LEDEZMA	Erica Ledezma	11/04/2021	840.00
75411	LOPEZJ01	Jade Lopez	11/04/2021	89.24
75412	OPTUM01	OptumRx, Inc.	11/04/2021	68,312.01
75413	PONCE04	Delicia Ponce	11/04/2021	84.00
75414	REGIST01	Registrar-Recorder/County Clerk	11/04/2021	56.00
75415	ACCOUN	Robert Half	11/04/2021	1,328.25
75416	SMART&	Smart & Final	11/04/2021	932.58
75417	SCE02	Southern California Edison	11/04/2021	58,302.37
75418	VALLEY01	Valley County Water District	11/04/2021	347.45
75419	VALLEY09	Valley View Mutual Water Co.	11/04/2021	152.56
75420	VISION01	Vision Service Plan - (CA)	11/04/2021	1,586.76
75421	VISION01	Vision Service Plan - (CA)	11/04/2021	1,442.28
75422	WAGONER	Pamela Wagoner	11/04/2021	400.00
75423	BANKOF03	Bank of The West	11/11/2021	15,754.77
75424	BARBOS04	Dolores Barbosa	11/11/2021	75.00
75425	CALIFO02	California American Water	11/11/2021	493.10
75426	CHARTE01	Charter Communications	11/11/2021	101.48
75427	CHICO01	Linda Chico	11/11/2021	75.00
75428	DEPTJUST	Dept of Justice	11/11/2021	64.00
75429	EDDCAS	Employment Development Dept.	11/11/2021	3,692.00
75430	FRAIJO02	John Fraijo	11/11/2021	786.00
75431	SOUTHE17	Golden State Water Company	11/11/2021	3,880.78
75432	HANNA01	Arsanious Hanna	11/11/2021	100.00
75433	HOMEDE	Home Depot Credit Services	11/11/2021	1,873.44
75434	LAREGI	LA Registrar Recorder/county	11/11/2021	75.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
75435	LAKESH01	Lakeshore Learning Materials	11/11/2021	200.18
75436	PITNEY06	Pitney Bowes, Inc	11/11/2021	982.47
75437	RANCHO01	Rancho Duarte Florist	11/11/2021	241.45
75438	ACCOUN	Robert Half	11/11/2021	1,328.25
75439	SAND02	Robert Sanderson	11/11/2021	1,000.00
75440	SCE02	Southern California Edison	11/11/2021	2,358.27
75441	TPX 01	TPX Communications	11/11/2021	2,453.84
75442	VALD02	Aliana Valdez	11/11/2021	75.00
75443	VALLEY01	Valley County Water District	11/11/2021	9,885.27
75444	ALLIAN	Alliant Insurance Services, Inc.	11/16/2021	1,266.00
75445	AMERIC34	American Fidelity Assurance Co	11/16/2021	2,498.67
75446	CALIFO56	California State Disbursement Unit	11/16/2021	604.15
75447	CALIFO57	California State Disbursement Unit	11/16/2021	143.07
75448	COMPLE01	Complete Paperless Solutions, LLC	11/16/2021	5,390.00
75449	DOUK01	Anthony Douk	11/16/2021	75.00
75450	FLOR10	Estela Flores	11/16/2021	75.00
75451	FRANC06	Franchise Tax Board	11/16/2021	613.00
75452	GARCI12	Rocio Garcia	11/16/2021	75.00
75453	GONZAL21	Angel Gonzalez	11/16/2021	75.00
75454	GONZAL28	Michael Gonzalez	11/16/2021	75.00
75455	LOSANG31	Los Angeles County Sheriff's Dept.	11/16/2021	32.20
75456	MAREZL	Linda S. Marez	11/16/2021	75.00
75457	MOUI01	Lam Muoi	11/16/2021	75.00
75458	PLPER01	P.L. Perrin & Associates	11/16/2021	260.00
75459	ACCOUN	Robert Half	11/16/2021	1,338.00
75460	NARA01	Jithesh Vadakedath Narayanan	11/16/2021	75.00
75461	ACRYLA01	Acrylatex Coating & Recycling Incorp.	11/24/2021	220.00
75462	ADVANT	Advantage Ford	11/24/2021	505.25
75463	ALLCI01	All City Management Services, Inc	11/24/2021	825.30
75464	ALLISO01	Allison Mechanical, Inc	11/24/2021	2,560.62
75465	ANDER01	Anderson Burton Construction Inc.	11/24/2021	38,373.00
75466	AZBUS01	A-Z Bus Sales	11/24/2021	280.00
75467	B&BTIR	B & B Tires Service	11/24/2021	95.00
75468	BAKER01	Baker & Taylor Books	11/24/2021	51.46
75469	BILLST	Bill's Truck Repair, Inc.	11/24/2021	477.00
75470	BLACKA	Black & White Emergency Vehicles	11/24/2021	962.05
75471	CALIFO42	California Building Standards	11/24/2021	273.60
75472	CASC01	CASC Engineering & Consulting	11/24/2021	5,795.00
75473	CASTRO02	Steven Castro	11/24/2021	300.00
75474	Cat Spec	Cat Specialities Inc	11/24/2021	64.66
75475	CEM01	CEM Construction Corporation	11/24/2021	112,878.82
75476	CHANDL	Chandler's Air Conditioning &	11/24/2021	1,973.59
75477	CHRISN01	Chris Nelson & Associates, Inc.	11/24/2021	5,205.00
75478	CINTAS	Cintas Corporation #693	11/24/2021	686.77
75479	CITYOF18	City of Santa Fe Springs	11/24/2021	17,880.89
75480	COUNTY04	County of Los Angeles	11/24/2021	8,074.42
75481	LOSANG33	County of Los Angeles	11/24/2021	84,593.39
75482	CPOA	CPOA	11/24/2021	200.00
75483	DAVIDE	David Evans & Associates Inc	11/24/2021	2,616.60
75484	BALLOO	Carol Diess	11/24/2021	424.94
75485	DIVISI01	Division of the State Architect	11/24/2021	218.40
75486	ELITEE	Elite Elevator, Inc.	11/24/2021	1,560.00
75487	FCG01	FCG Consultants Inc.	11/24/2021	4,052.75
75488	FEDEX	FedEx	11/24/2021	80.46
75489	FLAGSH	Flag Shop	11/24/2021	22.75
75490	FOCU01	Focused Technology LLC	11/24/2021	5,790.43
75491	GEOLOG	Geologic Associates	11/24/2021	13,866.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
75492	1Glendor	Glendora Chevrolet	11/24/2021	579.67
75493	GRAING	Grainger	11/24/2021	619.96
75494	HARDY02	Hardy & Harper	11/24/2021	27,215.60
75495	HASA01	Hasa Inc.	11/24/2021	802.07
75496	INTER01	Interwest Consulting Group	11/24/2021	3,675.00
75497	IRWIND21	Irwindale Hand Wash & Auto Detail	11/24/2021	687.67
75498	ITERIS	Iteris, Inc.	11/24/2021	1,412.50
75499	JACO01	Jacob Green and Associates Inc.	11/24/2021	1,500.00
75500	JUSTIRE	Just Tires	11/24/2021	974.79
75501	COORYE	Samir M. Khoury	11/24/2021	2,409.00
75502	KJSERV01	KJ Services Enviromental Consulting LLC	11/24/2021	127.50
75503	LANDSC	Landscape Warehouse III	11/24/2021	388.72
75504	LEWISE	Lewis Engraving, Inc.	11/24/2021	33.08
75505	LEXISN	LexisNexis Risk Solutions	11/24/2021	151.50
75506	LINCOL03	Lincoln Aquatics	11/24/2021	192.03
75507	CALIBE01	Lawrence E. Marino	11/24/2021	1,623.50
75508	MARIPO	Mariposa Landscapes, Inc.	11/24/2021	8,796.00
75509	MCIWOR	MCI Comm Service	11/24/2021	37.62
75510	MIJACA	Mijac Alarm, Inc.	11/24/2021	642.00
75511	MONROV07	Monrovia Chrysler Dodge Jeep Ram	11/24/2021	749.62
75512	OFFICE03	Office Depot	11/24/2021	562.47
75513	PHASEII	PARS	11/24/2021	1,750.00
75514	PERME01	Permeco Inc.	11/24/2021	625.00
75515	PROPRINT	Pro Printing, Inc.	11/24/2021	2,461.66
75516	RANCHO01	Rancho Duarte Florist	11/24/2021	400.00
75517	RICOH01	Ricoh USA, Inc	11/24/2021	1,390.35
75518	RIGHT01	Right of Way, Inc.	11/24/2021	300.87
75519	RIOHON01	Rio Hondo College	11/24/2021	100.00
75520	INVEST01	James Rodino	11/24/2021	985.00
75521	ROSENO	Rosenow Spevacek Group Inc	11/24/2021	5,985.00
75522	SANGAB02	San Gabriel Basin Water	11/24/2021	2,256.00
75523	SANGAB20	San Gabriel Valley City Managers' Associat	11/24/2021	105.00
75524	SANGAB13	San Gabriel Valley Council	11/24/2021	26,959.00
75525	SCFUELS	SC Fuels	11/24/2021	6,659.79
75526	SWT01	SWT Engineering, Inc.	11/24/2021	1,816.50
75527	TRIANG01	Triangle Truck Parts	11/24/2021	25.25
75528	UNITED11	United Site Services of CA Inc	11/24/2021	614.99
75529	verizonw	Verizon Wireless	11/24/2021	2,365.21
75530	WALT01	Walters Wholesale Electric Co.	11/24/2021	556.71
75531	WESTCO05	West Coast Arborists, Inc.	11/24/2021	3,692.00
75532	HDSUP01	WHITE CAP, L.P.	11/24/2021	849.37
			Report Total (145 checks):	692,478.87

Accounts Payable

Checks by Date - Summary by Check Number

User: nwoodard
Printed: 11/9/2021 1:26 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
75274	CALIFO56	California State Disbursement Unit	10/21/2021	604.15
75275	CALIFO57	California State Disbursement Unit	10/21/2021	143.07
75276	CITY01	City of Hope	10/21/2021	54.00
75277	ICEA	Irwindale City Employee Assoc.	10/21/2021	748.00
75278	IMEA	Irwindale Mgmt Employee Assoc.	10/21/2021	460.00
75279	IRWIND02	Irwindale Police Officers Assoc.	10/21/2021	3,118.10
75280	LOSANG31	Los Angeles County Sheriff's Dept.	10/21/2021	42.79
75281	AGUILARE	Erain Aguilar	10/21/2021	1,790.74
75282	ALLIAN02	Alliant Insurance Services, Inc.-NPB Main	10/21/2021	385.00
75283	AMERIC34	American Fidelity Assurance Co	10/21/2021	2,498.67
75284	CINGULAR	AT & T Mobility	10/21/2021	1,668.56
75285	AZUSALW	Azusa Light & Water	10/21/2021	50.53
75286	BANKOF03	Bank of The West	10/21/2021	11,483.10
75287	BRECED04	Mark A. Breceda	10/21/2021	385.63
75288	CALIFO02	California American Water	10/21/2021	13.05
75289	CHARTE01	Charter Communications	10/21/2021	99.99
75290	ESPINO10	Iris Espino	10/21/2021	887.51
75291	FRONT01	Frontier Communications	10/21/2021	284.22
75292	GALVAN02	Claudia Galvan	10/21/2021	400.00
75293	GOME10	Nancy Gomez	10/21/2021	75.00
75294	LEGAL03	Legal Shield	10/21/2021	37.90
75295	PADILLAM	Melissa Marez	10/21/2021	2,401.18
75296	MCIWOR	MCI Comm Service	10/21/2021	37.62
75297	MIRA11	Delilah Miranda	10/21/2021	9.39
75298	MMASC	MMASC	10/21/2021	240.00
75299	PERE10	Noemi Perez	10/21/2021	75.00
75300	PITNEY06	Pitney Bowes, Inc	10/21/2021	243.63
75301	PURCHA	Purchase Power	10/21/2021	2,020.99
75302	RIOS15	Mia Rios	10/21/2021	45.02
75303	ACCOUN	Robert Half	10/21/2021	1,344.00
75304	ROCH01	Sarah Rocha	10/21/2021	584.12
75305	SCPLRC01	SCPLRC Membership	10/21/2021	200.00
75306	SCE02	Southern California Edison	10/21/2021	760.52
75307	TEXAS01	Texas Life Insurance Co.	10/21/2021	2,673.70
75308	TPX 01	TPX Communications	10/21/2021	2,396.60
75309	VISION01	Vision Service Plan - (CA)	10/21/2021	4,481.54
75310	AMAZON	Amazon	10/28/2021	2,872.40
75311	AZUSALW	Azusa Light & Water	10/28/2021	519.05
75312	BOUNCE01	Bounce Around	10/28/2021	150.00
75313	CALLEJ01	Walter Callejas	10/28/2021	200.00
75314	CARDEN01	Rudy Cardenas	10/28/2021	150.00
75315	COSTCO02	Costco Wholesale	10/28/2021	1,062.78
75316	PMIDEN	Delta Dental Insurance Company	10/28/2021	991.77
75317	PMIDEN01	Delta Dental of California	10/28/2021	12,944.82
75318	GASCOM	Gas Company, The	10/28/2021	628.93
75319	NATION23	National Union Fire Insurance	10/28/2021	682.78
75320	ACCOUN	Robert Half	10/28/2021	1,350.75

Check No	Vendor No	Vendor Name	Check Date	Check Amount
75321	SCFUELS	SC Fuels	10/28/2021	6,674.31
75322	SCE02	Southern California Edison	10/28/2021	2,132.60
75323	STANDA01	Standard Insurance Co. RV	10/28/2021	330.20
75324	STANDA03	Standard Insurance Company	10/28/2021	2,113.77
75325	TAMKWO	William K. Tam	10/28/2021	335.00
75326	ALLCI01	All City Management Services, Inc	11/10/2021	825.30
75327	ALLISO01	Allison Mechanical, Inc	11/10/2021	7,681.86
75328	ARAM01	Aramark Uniform & Career Apparel Group	11/10/2021	531.06
75329	BAKER01	Baker & Taylor Books	11/10/2021	386.65
75330	BARNEY	Barney's Locksmith Service	11/10/2021	195.14
75331	BILLST	Bill's Truck Repair, Inc.	11/10/2021	234.34
75332	NEST01	Blue Triton Brands, Inc.	11/10/2021	461.21
75333	CACE	California Association of	11/10/2021	95.00
75334	CARQUEST	Carquest	11/10/2021	10.79
75335	CASTA02	Esteban Castaneda	11/10/2021	285.00
75336	CINTAS	Cintas Corporation #693	11/10/2021	128.14
75337	CIVIC02	CivicPlus	11/10/2021	7,719.95
75338	COM01	COM-Net	11/10/2021	35,000.00
75339	DEPTOF02	County of LA Dept of Animal Care & Cont	11/10/2021	1,444.51
75340	county04	County of Los Angeles	11/10/2021	3,612.07
75341	CSMFO02	CSMFO	11/10/2021	220.00
75342	DELONG	Delong Unlimited	11/10/2021	873.18
75343	ERGOGE01	ErgoGenesis	11/10/2021	7,269.38
75344	EWINGI	Ewing Irrigation Products, Inc.	11/10/2021	240.83
75345	FCG01	FCG Consultants Inc.	11/10/2021	32,671.40
75346	FEDEX	FedEx	11/10/2021	57.73
75347	GARVEY	Garvey Equipment Co	11/10/2021	211.58
75348	GRAING	Grainger	11/10/2021	50.64
75349	Harvey	Harvey Consulting Group, LLC	11/10/2021	2,320.00
75350	HASA01	Hasa Inc.	11/10/2021	959.20
75351	HDLCOR	HdL Coren & Cone	11/10/2021	1,575.00
75352	HDL01	Hdl Software, LLC	11/10/2021	33.26
75353	INTERS02	Interstate Batteries	11/10/2021	132.88
75354	IRWIND21	Irwindale Hand Wash & Auto Detail	11/10/2021	617.81
75355	ITERIS	Iteris, Inc.	11/10/2021	4,580.00
75356	KATZ01	Jeff Katz Architecture	11/10/2021	10,104.00
75357	JUSTIRE	Just Tires	11/10/2021	450.18
75358	COORYE	Samir M. Khoury	11/10/2021	3,095.00
75359	LAWE01	Law Enforcement Medical Services, Inc.	11/10/2021	75.00
75360	LG2WB01	LG2WB Engineers, Inc	11/10/2021	3,104.00
75361	LINCOL03	Lincoln Aquatics	11/10/2021	657.59
75362	MIJACA	Mijac Alarm, Inc.	11/10/2021	90.00
75363	MOUNT01	MNRO Holdings, LLC	11/10/2021	484.55
75364	MUNICI04	Municipal Code Corporation	11/10/2021	225.00
75365	OFFICE03	Office Depot	11/10/2021	668.19
75366	ORKINP	Orkin Pest Control	11/10/2021	481.00
75367	PAPER03	Paper Recycling & Shredding Specialist, In	11/10/2021	1,000.00
75368	PROPRINT	Pro Printing, Inc.	11/10/2021	72.77
75369	RECO01	Records Control Services, Inc.	11/10/2021	6,008.75
75370	PACIFI13	Rene David LTD	11/10/2021	377.66
75371	RETT01	Rett's Automotive	11/10/2021	185.91
75372	RICOH02	Ricoh USA, Inc	11/10/2021	1,673.13
75373	RIGHT01	Right of Way, Inc.	11/10/2021	302.22
75374	RIOHON01	Rio Hondo College	11/10/2021	303.00
75375	ROYAL04	Royal Industrial Electric	11/10/2021	4,016.39
75376	SA01	SA Associates	11/10/2021	43,920.38
75377	SCFUELS	SC Fuels	11/10/2021	5,627.92

Check No	Vendor No	Vendor Name	Check Date	Check Amount
75378	SOCAL03	SoCal SealCoat Solutions, LLC	11/10/2021	1,241.73
75379	TEDJOH	Ted Johnson Propane	11/10/2021	53.45
75380	VCA01	The Code Group Inc.	11/10/2021	480.00
75381	TRAN01	Transtech Engineers, Inc.	11/10/2021	1,885.00
75382	ULINE01	Uline	11/10/2021	380.27
75383	UNITED11	United Site Services of CA Inc	11/10/2021	689.99
75384	WESTER13	Western Audio Visual	11/10/2021	124.50
75385	HDSUP01	WHITE CAP, L.P.	11/10/2021	242.44
75386	WILLDAN	Willdan Financial Services	11/10/2021	1,890.66
75387	XAV01	Xavus Solutions LLC	11/10/2021	5,700.00
			Report Total (114 checks):	281,917.07

Accounts Payable

Checks by Date - Summary by Check Number

User: financetech
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
75533	CALIFO56	California State Disbursement Unit	11/18/2021	604.15
75534	CALIFO57	California State Disbursement Unit	11/18/2021	143.07
75535	CITY01	City of Hope	11/18/2021	54.00
75536	ICEA	Irwindale City Employee Assoc.	11/18/2021	726.00
75537	IMEA	Irwindale Mgmt Employee Assoc.	11/18/2021	460.00
75538	IRWIND02	Irwindale Police Officers Assoc.	11/18/2021	3,118.10
75539	LOSANG31	Los Angeles County Sheriff's Dept.	11/18/2021	44.91
			Report Total (7 checks):	5,150.23

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
75568	ALESHIRE	Aleshire & Wynder, LLP	11/18/2021	72,319.09
75569	ALIF01	Mehdi Alifard	11/18/2021	92.06
75570	ALLIAN	Alliant Insurance Services, Inc.	11/18/2021	847.00
75571	AMERIC34	American Fidelity Assurance Co	11/18/2021	2,498.67
75572	AZUSALW	Azusa Light & Water	11/18/2021	50.53
75573	BARRAG03	Martha Barragan	11/18/2021	107.50
75574	BURGUA01	Rene Burguan	11/18/2021	250.00
75575	CALIFO02	California American Water	11/18/2021	404.48
75576	CHENEY01	Lucy Cheney	11/18/2021	5.00
75577	CHICO05	Robert Chico	11/18/2021	75.00
75578	COSTCO02	Costco Wholesale	11/18/2021	36.48
75579	CYPH01	Cypherworx, Inc	11/18/2021	1,500.00
75580	FRONT01	Frontier Communications	11/18/2021	364.65
75581	IRWIND21	Irwindale Hand Wash & Auto Detail	11/18/2021	156.95
75582	LEGAL03	Legal Shield	11/18/2021	37.90
75583	LITT01	Dylan Littlefield	11/18/2021	150.00
75584	MART11	Maria Martinez	11/18/2021	75.00
75585	OLIVAR01	Theresa Olivares	11/18/2021	1,053.00
75586	OPTUM01	OptumRx, Inc.	11/18/2021	30,925.31
75587	PRO02	Pro Air Conditioning	11/18/2021	19,900.00
75588	PULIS01	Kristina Pulistar	11/18/2021	75.00
75589	PURCHA	Purchase Power	11/18/2021	2,159.94
75590	REGIST01	Registrar-Recorder/County Clerk	11/18/2021	336.00
75591	ACCOUN	Robert Half	11/18/2021	1,338.00
75592	SCE02	Southern California Edison	11/18/2021	300.66
75593	TEXAS01	Texas Life Insurance Co.	11/18/2021	2,673.70
75594	VENEG01	Laiani Venegas	11/18/2021	300.00
75595	verizonw	Verizon Wireless	11/18/2021	675.90
75596	AMERIFID	American Fidelity Assurance	11/24/2021	5,989.68
75597	AT&T02	AT & T	11/24/2021	32.65
75598	CINGULAR	AT & T Mobility	11/24/2021	1,670.56
75599	AZUSALW	Azusa Light & Water	11/24/2021	461.32
75600	CHARTE01	Charter Communications	11/24/2021	82.12
75601	CITY01	City of Hope	11/24/2021	1,500.00
75602	CONCE01	Concentra	11/24/2021	205.00
75603	FRAIJO	Lucia Fraijo	11/24/2021	300.00
75604	FRONT01	Frontier Communications	11/24/2021	268.27
75605	SOUTHE17	Golden State Water Company	11/24/2021	1,274.15
75606	INGLE01	Inglewood Police Department	11/24/2021	300.00
75607	NATION23	National Union Fire Insurance	11/24/2021	682.99
75608	OROSCO01	Clifford Orosco	11/24/2021	300.00
75609	PETTYC05	City of Irwindale Petty Cash	11/24/2021	721.96
75610	ACCOUN	Robert Half	11/24/2021	1,340.63
75611	SALIN02	Charlene Salinas	11/24/2021	300.00
75612	SCE02	Southern California Edison	11/24/2021	1,090.84
75613	STANDA01	Standard Insurance Co. RV	11/24/2021	458.20
75614	STANDA03	Standard Insurance Company	11/24/2021	2,117.41

Check No	Vendor No	Vendor Name	Check Date	Check Amount
75615	NORTHR	The Northridge Group, Inc.	11/24/2021	9,561.19
75616	VISION01	Vision Service Plan - (CA)	11/24/2021	1,367.31
75617	VISION01	Vision Service Plan - (CA)	11/24/2021	4,344.35
75618	YBAN02	Arcadio Ybanez	11/24/2021	20.00
75619	ZEPEDA06	Megan Zepeda	11/24/2021	300.00
75621	AMAZON	Amazon	11/30/2021	1,840.75
75622	ALLCI01	All City Management Services, Inc	12/08/2021	825.30
75623	ALLISO01	Allison Mechanical, Inc	12/08/2021	461.43
75624	BAKER01	Baker & Taylor Books	12/08/2021	445.09
75625	NEST01	Blue Triton Brands, Inc.	12/08/2021	464.98
75626	BRITEW	BriteWorks, Inc.	12/08/2021	13,539.95
75627	CACE	California Association of	12/08/2021	295.00
75628	CARQUEST	Carquest	12/08/2021	38.39
75629	Cat Spec	Cat Specialities Inc	12/08/2021	63.56
75630	CDW01	CDW Government	12/08/2021	1,981.69
75631	CINTAS	Cintas Corporation #693	12/08/2021	275.01
75632	DEPTOF02	County of LA Dept of Animal Care & Cont	12/08/2021	3,916.30
75633	DELONG	Delong Unlimited	12/08/2021	260.20
75634	DEMCOI	Demco, Inc.	12/08/2021	119.19
75635	DUDEK01	Dudek	12/08/2021	11,440.00
75636	BATE01	Elior Inc.	12/08/2021	1,449.00
75637	ENVIRO04	Environment Planning Development Soluti	12/08/2021	7,123.15
75638	ESTRA01	Estrada's Smog Check	12/08/2021	220.00
75639	FCG01	FCG Consultants Inc.	12/08/2021	12,844.10
75640	FEDEX	FedEx	12/08/2021	84.70
75641	FILLG01	Fill Good Landscaping	12/08/2021	375.00
75642	FLAGSH	Flag Shop	12/08/2021	377.72
75643	HINDER	Hinderliter, De Llamas & Assoc	12/08/2021	23,425.15
75644	LAKESH01	Lakeshore Learning Materials	12/08/2021	87.58
75645	MAINTE01	Maintex	12/08/2021	286.88
75646	MARXBR	Marx Bros Fire Extinguisher Co	12/08/2021	570.00
75647	MERCUR	Mercury Fence Co., Inc.	12/08/2021	285.00
75648	MOUNT01	MNRO Holdings, LLC	12/08/2021	228.77
75649	OFFICE03	Office Depot	12/08/2021	1,779.46
75650	PATTON	Patton Sales Corp (Arrow Pipe)	12/08/2021	28.00
75651	PLACE01	PlaceWorks, Inc.	12/08/2021	4,316.50
75652	RICOH02	Ricoh USA, Inc	12/08/2021	1,673.13
75653	RIGHT01	Right of Way, Inc.	12/08/2021	177.92
75654	ROSENO	Rosenow Spevacek Group Inc	12/08/2021	2,633.75
75655	NORTHR	The Northridge Group, Inc.	12/08/2021	11,756.20
75656	ULINE01	Uline	12/08/2021	119.66
75657	UNITED11	United Site Services of CA Inc	12/08/2021	150.00
75658	WATER02	Water Cannon Inc.	12/08/2021	60.29
			Report Total (90 checks):	279,415.25

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

CC Item 1C / HA Item 1B

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Release of Bonds for Mayans Housing Development Phase 3 and 4, Parcel Map 82188, Parcel Map 82189, and Tract Map 82190.

City Manager's Recommendation:

That the City Council approve the release of faithful performance, labor and material, and monument bonds for the Mayans Housing Development Phase 3 and 4, Parcel Map 82188, Parcel Map 82189, and Tract Map 82190.

Administrative Action:

Submitted by:
Arsanious Hanna,
Director of Engineering / Building Official

Electronically Approved by
Director of Engineering/Building Official

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

Reviewed by:
Adrian R. Guerra, City Attorney

Electronically Approved by
City Attorney

Jeanette Duran,
Interim Finance Director / City Treasurer

Approved by:
William Tam, City Manager

Background and Analysis:

On December 18, 2013, a Disposition and Development Agreement ("DDA") was entered into by and between the Irwindale Housing Authority ("Authority") and IMD Enterprises, LLC ("IMD") for the development of sixteen (16) new single-family homes and rehabilitation of two (2) existing single-family homes ("Mayans Housing Project"). On October 14, 2015, the Authority approved the First Addendum to the DDA, which provided for the development of one (1) additional unit and two (2) units to be rehabilitated. Addendum No. 2, approved by the Authority on April 11, 2018, included the development of two additional units on Irwindale Avenue; and on July 11, 2018 Addendum No. 3 was ratified to approve the change orders during construction. On September 12, 2018, the Housing Authority approved Addendum No. 4 for the development of eleven (11) new homes.

The developer, IMD Enterprises, LLC, executed the Disposition and Development Agreement and posted the required Faithful Performance and Labor and Material Bonds for each phase of construction of the new homes.

Phase 3 and 4 of the Mayans Housing Development project included 13 homes in total: two (2) homes on Baca Avenue, two (2) homes on Sabre Lane, two (2) homes on Irwindale Avenue, and seven (7) homes on Ambriz Street.

On November 28, 2018, the City Council approved three (3) maps associated with Phase 3 and 4: Parcel Map No. 82188 allowing the subdivision of a single parcel into four (4) parcels on Baca Avenue and Sabre Lane; Parcel Map No. 82189 allowing the subdivision of a single parcel into two (2) parcels on Irwindale Avenue; and Tract Map No. 82190 allowing the subdivision of two (2) parcels into seven (7) parcels at Ambriz Street.

IMD Enterprises, LLC agreed to the final conditions of approval for the parcel/tract maps, executed a subdivision agreement, and posted the required Faithful Performance, Labor and Material, and Monument Bonds for the public improvements.

The construction of all 13 homes for Phase 3 and 4 and all public improvements, as stated in the final conditions of approval for the parcel/tract maps, have been completed and accepted by the Department of Public Works.

With the completion of said construction and acceptance by the Department of Public Works, staff recommends that the City Council approve the release of the posted Faithful Performance, Labor and Material, and Monument Bonds.

Fiscal Impact:

This is no fiscal impact associated with the release of these bonds.

Attachment(s): None

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

CC Item 1D

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Approval of Plans and Specifications for the 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase I; P-1034

City Manager's Recommendation:

That the City Council (1) approve the plans and specifications for the 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase I; and (2) authorize staff to solicit bids for construction of the project.

Administrative Action:

Submitted by:
Arsanious Hanna,
Director of Engineering / Building Official

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

Reviewed by:
Adrian R. Guerra, City Attorney

Electronically Approved

Jeanette Duran,
Interim Finance Director / City Treasurer

Approved by:
William Tam, City Manager

Background and Analysis:

The 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase I ("Project") is identified in the City's Capital Improvement Program to provide the required maintenance of the City's street system.

The Project extends the life of city streets and minimizes costly repairs, such as reconstruction. This year's project includes the resurfacing of Ayon Avenue, Calle Del Norte, Pat Miranda Lane, Calle De Paseo, Allen Drive, Progress Lane, Central Street and Peppertree Lane with an option to add Live Oak Avenue, from Graham Access Road to Rivergrade Road, and restriping of Arrow Highway from Avenida Barbosa to the 605 freeway.

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

A set of the Project plans and specifications is available for review in the Office of the Director of Engineering.

Upon approval by the City Council, the Project will be advertised in December 2021, with an expected award of contract scheduled for City Council consideration in January 2022.

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

Fiscal Impact:

Funding for this Project is budgeted in the FY 2021/2022 CIP Budget as the Residential Resurfacing Project – Phase I in the amount of $600,000. The Project is funded by the Mining Impact Fund, Gas Tax, Prop C, TDA, Measure R and Measure M funds, and accounted for in the Capital Projects Fund 48 (Account Number 48-80-800-45300-8346).

CC Item 1E

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: A RESOLUTION TO EXTEND THE EXISTENCE OF A LOCAL EMERGENCY REGARDING COVID-19 PANDEMIC

City Manager's Recommendation:

It is recommended that the City Council:

1) **ADOPT RESOLUTION NO. 2021-124-3246 ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44"**

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Iris Espino, Assistant to the City Manager — **Electronically Approved**

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Jeanette Duran, Interim Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

On March 4, 2020, Governor Newsom declared the existence of a state of emergency for the State of California in response to an outbreak of a respiratory illness known as coronavirus ("COVID-19"). On March 4, 2020, the Los Angeles County Board of Supervisors and the Department of Public Health declared a local and public health emergency in response to the increased spread of COVID-19 across the country.

On March 18, 2020, the City Council adopted Resolution No. 2020-18-3178, pursuant to Chapter 2.44 of the Irwindale Municipal Code, confirming the proclamation of the existence of a local emergency due to COVID-19, as declared by the City's Director of Emergency Services on March 12, 2020.

On May 13, 2020 (Resolution No. 2020-32-3137), July 22, 2020 (Resolution No. 2020-58-3218), September 9, 2020 (Resolution No. 2020-71-3231), October 28, 2020 (Resolution No. 2020-81-3241), January 10, 2021 (Resolution No. 2021-02-3264), March 10, 2021 (Resolution No. 2021-22-3234), April, 28, 2021 (Resolution No. 2021-26-3248), June 23, 2021 (Resolution No. 2021-57-3269), August 25, 2021 (Resolution No. 2021-70-3282), and October 13, 2021 (Resolution No. 2021-90-3302), the City Council reviewed and extended the local emergency due to the continued existence of conditions of extreme peril caused by the effects of COVID-19.

While Los Angeles County's coronavirus metrics have been steadily dropping and the State is has reopened, it is recommended that the City Council extend the local emergency for an additional period of 60 days to continue to make resources available to address the continuing effects of COVID-19.

Fiscal Impact:

There is no fiscal impact at this time in approving the 60-day extension of the COVID-19 local emergency.

Attachment: Resolution No. 2021-124-3246

RESOLUTION 2021-124-3246

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44

WHEREAS, on March 4, 2020, Governor Newsom declared the existence of a state of emergency for the State of California in response to an outbreak of a respiratory illness known as coronavirus ("COVID-19"); and

WHEREAS, on March 4, 2020 the Los Angeles County Board of Supervisors declared a local and public health emergency in response to the increased spread of COVID-19 across the country; and

WHEREAS, on March 18, 2020, the City Council adopted Resolution No. 2020-18-3178, pursuant to Chapter 2.44 of the Irwindale Municipal Code, confirming the proclamation of the existence of a local emergency due to COVID-19, as declared by the City's Director of Emergency Services on March 12, 2020; and

WHEREAS, On May 13, 2020 (Resolution No. 2020-32-3137), July 22, 2020 (Resolution No. 2020-58-3218), September 9, 2020 (Resolution No. 2020-71-3231), October 28, 2020 (Resolution No. 2020-81-3241), January 10, 2021 (Resolution No. 2021-02-3264), March 10, 2021 (Resolution No. 2021-22-3234), April, 28, 2021 (Resolution No. 2021-26-3248), June 23, 2021 (Resolution No. 2021-57-3269), and August 25, 2021 (Resolution No. 2021-70-3282), and October 13, 2021 (Resolution No. 2021-90-3302) the City Council reviewed and extended the local emergency due to the continued existence of conditions of extreme peril caused by the effects of COVID-19; and

WHEREAS, after consideration of all items before it, the City Council of the City of Irwindale desires to extend the existence of a local emergency related to the COVID-19 Pandemic for 60 days to continue to make resources available to address the continuing effects of COVID-19.

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

SECTION 1. The recitals are true and incorporated as findings herein.

SECTION 2. The City Council does hereby extend the City's proclamation of local emergency due to COVID-19, as last ratified by the City Council in Resolution No. 2021-90-3302 on October 13, 2021 for a period of 60 days.

SECTION 3. For the duration of the statewide emergency, Governor Newsom has waived the requirement of Government Code Section 8630 that the City Council review the

need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. If this declaration of local emergency extends for more than the duration of the statewide emergency declared for COVID-19, City Staff are directed to thereafter return this item for City Council review of the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 5. This Resolution shall take effect immediately and shall be published and promulgated in a widespread manner as is reasonably feasible under the conditions prevailing during this local emergency. A copy of this Resolution shall be forwarded to the Los Angeles County Operational Area Coordinator for transmission to California Emergency Management Agency.

PASSED, APPROVED AND ADOPTED this 8th day of October 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-124-3246 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 8th day of December, 2021 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, CMC
Chief Deputy City Clerk

CC Item 1F
SA Item 1E
HA Item 1I
RA Item 1D

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

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

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

Issue: A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE MONTH OF DECEMBER 2021

City Manager/Executive Director's Recommendation:

That the City Council, Successor Agency, Housing Authority **adopt Resolution No. 2021-109-3321, Resolution No. SA 2021-110-3322, Resolution No. HA 2021-09-108 and Resolution No. RA 2021-03-028** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE HOUSING AUTHORITY AND THE RECLAMATION AUTHORITY BOARD OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING DECEMBER 9, 2021 THROUGH JANUARY 8, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Administrative Action:

Prepared /Submitted by:

Theresa Olivares, Assistant City Manager

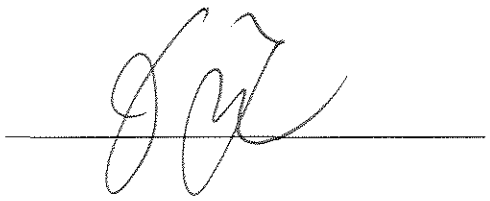
Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Jeanette Duran, Interim Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager



Background and Analysis:

1. At its special meeting held September 29, 2021, the City Council adopted Resolution No. 2021-86-3298, declaring an exemption under AB 361 which allowed the legislative body to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access, and quorum requirements for teleconferencing for the month of October 2021.

2. On October 13, 2021, the Successor Agency and Irwindale Housing Authority adopted Resolution Nos. SA 2021-92-3304 and HA 2021-05-104, which ratified the action taken by the City Council.

3. On October 13, 2021, the City Council directed staff to take the necessary steps to resume hybrid public meetings, thereby allowing the public to participate in a public meeting via teleconference or in-person, and foregoing the Brown Act's traditional agenda posting, physical access, and quorum requirements for teleconferencing for the month of November 2021.

4. On October 27, 2021, the City Council, Successor Agency and the Irwindale Housing Authority adopted Joint Resolution No. 2021-94-3306, Resolution No. SA 2021-95-3307, and HA 2021-06-105, respectively, which re-ratified the existence of a local emergency and authorized remote hybrid meetings for all legislative bodies of the City of Irwindale for the month of November.

5. On November 10, 2021, the City Council, Successor Agency and the Irwindale Housing Authority adopted Joint Resolution No. 2021-100-3312, Resolution No. SA 2021-101-3313 and HA Resolution No. 2021-07-106, respectively, which re-ratified the existence of a local emergency and authorized remote hybrid meetings for all legislative bodies of the City of Irwindale for the month of December.

6. The attached joint resolution for the City Council, Successor Agency, Housing Authority and Reclamation Authority reaffirms the legislative bodies declared exemption under AB 361 as (1) there is an existing state of emergency declared by the Governor, (2) the legislative bodies have reconsidered the circumstances of the state of emergency, and (3) the Los Angeles County Department of Public Health's guidance recommends to social distance (about 6 feet away) from people outside your household or when vaccination status is unknown.

7. As a result, the Resolutions modifies public meetings as follows:

a. AB 361, attached to the Resolution as Exhibit A, regarding teleconference requirements allowing City legislative bodies to hold public meetings by teleconferencing or electronically, and in-person, without noticing the teleconferenced locations on the agenda, without making teleconferenced locations accessible to the public, without making physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted at least 72 hours in advance indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;

b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;

c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;

d. In the event of a service disruption that prevents broadcasting of the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, and (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period.

Fiscal Impact:
Conducting hybrid public meetings will require city staff to assist with the meeting and public participation. The fiscal impact will be based on the amount of staff required and the duration of the meeting. The fiscal impact for all Council and Commission meetings for the month of December 2022 is estimated to be approximately $900.

Attachment:
1. Resolution No. 2021-109-3321, Resolution No. SA 2021-110-3322, Resolution No. HA 2021-09-108, and Resolution No. RA 2021-03-028

RESOLUTION NO. 2021-109-3321
RESOLUTION NO. SA 2021-110-3322
RESOLUTION NO. HA 2021-09-108
RESOLUTION NO. RA 2021-03-028

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE HOUSING AUTHORITY AND THE RECLAMATION AUTHORITY BOARD OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING DECEMBER 9, 2021 THROUGH JANUARY 8, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361

WHEREAS, all meetings of the legislative body are open and public, as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, the Brown Act under Government code section 54953(b)(3), allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, on March 4, 2020, Governor Newsom declared the existence of a state of emergency for the State of California in response to the outbreak of a novel respiratory illness known as COVID-19; and

WHEREAS, on March 17, 2020 Governor Newsom issued Executive Order N-29-20, suspending the Brown Act teleconferencing requirements allowing legislative bodies to hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda

that is posted 72 hours in advance indicates that the members of the legislative body will be participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations; and

WHEREAS, on March 21, 2021, Governor Newsom issued Executive Order N-35-20, allowing members of a local legislative body to receive updates relevant to the declared emergency and ask questions; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 into law, immediately amending the Brown Act to allow teleconference meetings during a state of emergency, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on September 20, 2021, Governor Newsom signed Executive Order N-15-21 suspending AB 361 until October 1, 2021, allowing legislative bodies to hold teleconference meetings under Executive Order N-35-20; and

WHEREAS, AB 361 allows local agencies to continue to meet via teleconference without complying with the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing, but only during a state of emergency proclaimed by the Governor in which (1) state or local health officials have imposed or recommend measures to promote social distancing, or (2) the legislative body has determined by majority vote that meeting in person would present imminent risk to the health and safety to the attendees; and

WHEREAS, due to the COVID-19 pandemic the County of Los Angeles Department of Public Health recommends implementing policies and practices that support physical distancing amongst members of the public, resulting in the City Council's desire to adopt a resolution incorporating AB 361 and allowing for teleconference meetings; and

WHEREAS, at a special meeting held on September 29, 2021, the City Council adopted Resolution No. 2021-86-3298 declaring an exemption under the provisions of AB 361, allowing the legislative body to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for the month of October 2021; and

WHEREAS, on October 13, 2021, the Successor Agency and Irwindale Housing Authority adopted Resolution Nos. SA 2021-92-3304 and HA 2021-05-104, which ratified the action taken by the City Council; and

WHEREAS, on October 27, 2021, the City Council, Successor Agency Board, and Housing Authority Board adopted Joint Resolution No. 2021-94-3306, Resolution No. SA 2021-95-3307, and HA 2021-06-105, respectively, which re-ratified the existence of a local emergency and authorized remote hybrid meetings for all legislative bodies of the City of Irwindale for the month on November; and

WHEREAS, on November 10, 2021, the City Council, Successor Agency Board, and Housing Authority Board adopted joint Resolution No. 2021-100-3312, Resolution No. SA 2021-101-3313 and Resolution No. HA 2021-07-106, respectively, which re-ratified the existence of a local emergency and authorized remote hybrid meetings for all legislative bodies of the City of Irwindale for the month of December; and

WHEREAS, the City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board desire to declare an exemption under AB 361, allowing the legislative body to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for the month of December 2021; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE FORMER IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, HOUSING AUTHORITY BOARD AND RECLAMATION AUTHORITY BOARD OF THE CITY OF IRWINDALE, CALIFORNIA DO HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board determine that each of the findings set forth above is true and correct and incorporated herein by this reference.

SECTION 2. The City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board hereby reconsider the conditions of the state of emergency as proclaimed by the Governor, the existence of emergency conditions in the City of Irwindale, and reaffirms, reauthorizes, and continues the existence of a local emergency throughout the City.

SECTION 3. The City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board hereby find that the state of emergency declared by Governor Newsom on or about March 4, 2020 remains active and local health agencies continue to recommend measures to promote social distancing, and that the risk of infection due to the Delta variant of COVID-19 can cause an imminent risk to attendees to in-person meetings, despite vaccination status, but especially for unvaccinated attendees, and/or those who are immunocompromised, thereby prompting the City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority

Board to reaffirm, reauthorize, and maintain the existence of a local emergency, as required by Government Code section 54953(e) *et seq.*

SECTION 4. Due to the COVID-19 pandemic, the County of Los Angeles Department of Public Health recommends implementing policies and practices that support physical distancing. Based on such facts, findings, and determinations, the City Council Successor Agency Board, and Housing Authority Board authorize staff to conduct hybrid meetings for all public meetings regular and special, including City Council, Successor Agency to the Irwindale Community Redevelopment Agency, Irwindale Housing Authority Board of Commissioners, and the Reclamation Authority Board of Commissioners, all City Commission and committee meetings, and any other meetings that would normally take place in the City Council Chambers under the provisions of Government Code Section 54953 subsection E. As a result, the public meetings are modified as follows:

a. AB 361, attached hereto as Exhibit A, regarding teleconference requirements allowing City legislative bodies to hold public meetings by teleconferencing or electronically , and in-person, without noticing the teleconferenced locations on the agenda, without making teleconferenced locations accessible to the public, without making physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted at least 72 hours in advance indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;

b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;

c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;

d. In the event of a service disruption that prevents broadcasting of the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, and (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period.

SECTION 5. The City Manager/Executive Director or his designee is authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, continuing to conduct open and public meetings in-person and remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all public meetings.

SECTION 6. Pursuant to Government Code section 54953(e)(4), the local legislative body will verify every 30 days that the exemption from traditional teleconference requirements under the Brown Act is still necessary. The legislative body must make findings no later than 30 days after the first teleconference and every 30 days thereafter that:

a. The legislative body has reconsidered the state of emergency circumstances; and

b. Either (1) the state of emergency continues to directly impact the ability to meet safely in person, or (2) state or local officials continue to impose or recommend measures to promote social distancing.

SECTION 7. The Chief Deputy City Clerk/Secretary to the Successor Agency/Authority Assistant Secretary shall certify the adoption of this resolution which shall take effect on December 9, 2021.

PASSED, APPROVED AND ADOPTED this 8th of December, 2021.

_____
, Mayor/Chair

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk/Authority Assistant Secretary/Assistant Agency 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 joint Resolution No. 2021-109-3321, Resolution No. SA 2021-110-3322, Resolution No. HA 2021-09-108 and Resolution No. RA 2021-03-028 was duly adopted by the City Council of the City of Irwindale at a regular scheduled meeting thereof held on the 8th day of December 2021, by the following vote:

AYES: Councilmembers/Agency Members:

NOES: Councilmembers/Agency Members:

ABSTAIN: Councilmembers/Agency Members:

ABSENT: Councilmembers/Agency Members:

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

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

O

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

CC Item 1G

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Request to Approve a Consultant Contract Closure for Harvey Consulting Group (HCG) LLC related to the completion of environmental documents for the Proposed Irwindale Materials Recovery Facility and Transfer Station with Applicant Arakelian Enterprises, Inc., dba Athens Services

City Manager's Recommendation:

That the City Council approve the attached Amendment No. 9, the Final Contract Amendment with Harvey Consulting Group LLC, for consultant contract closure related to the completion of environmental documents for the Materials Recovery Facility and Transfer Station on the 17.22-acre site located at 2200 Arrow Highway (APN 8535-001-911) in the amount of $50.100.

Administrative Action:

Submitted & Prepared by:

Marilyn Simpson, Community Development Director
(626) 430-2209

Marilyn Simpson

Reviewed by:

Adrian R. Guerra, City Attorney

Jeanette Duran, Interim Finance Director/City Treasurer

Duran

Approved by:

William K. Tam, City Manager

BACKGROUND

A contract with HCG, LLC was approved by the City Council on August 22, 2012 in the amount of $227,600 to complete an EIR for the project referenced above. The Final EIR was certified by the City Council on June 8, 2016 along with the approval of the Disposition and Development Agreement for the sale of the property by the Successor Agency to Athens Services. Soon after, the Applicant submitted the required planning applications identified in the EIR to complete the entitlement process. The City approved the land use entitlements on October 11, 2017. Two lawsuits challenging the City Council's approval of those land use entitlements and permits were filed, one by the City of Baldwin Park, the other by Waste Management, which had bid for the opportunity to build and operate the MRF/TS. The two lawsuits were processed together by the court and were predominantly based on challenges to the adequacy of the EIR for the project. The Superior Court of California (Court) upheld the EIR on all but four aspects of analysis.

The consultant prepared technical analyses required to satisfy the above listed four topics identified by the Court. The analyses included preparing a recirculated Draft EIR to address the four topics and prepare a Final EIR. On February 24, 2021, the City Council approved land use entitlements for the MRF/TS project and certified the 2020 Final EIR (SCH#2013051029).

Since the original contract approval, a total of eight (8) amendments have now been requested to increase the total environmental review budget from $227,600 to $562,040.

Contract Amendment No. 1 requested an additional $79,200 to bring the contract total to $306,800. It was necessary due to a revised scope of work, which included ramp and mainline analyses required by Caltrans, air quality and health risk assessments for the modified traffic assessment, a scoping meeting held on July 9, 2013, and cross- checking the DEIR with the 2009 draft, the 2011 administrative DEIR, and the 2012 Azusa FEIR.

Contract Amendment No. 2 requested an additional $118,640 to bring the contract total to $425,440. It was required due to additional tasks undertaken in consultation and coordination with the City's legal counsel, additional traffic assessment requested by the City Engineer, and supplemental Project Description information provided by the Applicant that required major adjustments to the traffic, air quality, Health Risk Assessment (HRA) and Green House Gas (GHG) analyses.

Contract Amendment No. 3 requested an additional $70,000 to bring the contract total to $495,440. It was requested due to the Applicant's revised scope of work for the re-circulated EIR. This included, but was not limited to, responding to the extensive comments to the re-circulated Draft EIR.

Contract Amendment No. 4 requested an additional $12,500 to bring the contract total to $507,940. It was requested to accommodate additional work needed to supplement the Traffic Impact Assessment (TIA) in order to support the responses to comments on the DEIR/RDEIR for the MRF/TS Project. The original TIA, which was conducted in 2013 and based upon 2011 traffic counts, was updated as recommended by the City Engineer.

Contract Amendment No. 5 requested an additional $28,540 to bring the total to $536,480. It was requested to accommodate an Addendum to the Final EIR in response to comments from the City of Baldwin Park.

Contract Amendment No. 6 requested an additional $12,000 to bring the total to $548,480. It was requested to provide as needed litigation CEQA support services in response to multiple requests for information in response to the legal challenge involving CEQA documentation for the MRF/TS project.

Contract Amendment No. 7 requested an additional $13,560 to bring the total to $562,040 to prepare a technical memorandum in response to the September 5, 2019 Court decision regarding the MRT/TS facility. The memorandum is to define a CEQA document that will address the environmental analyses handed down by the Court.

Contract Amendment No. 8 is requested for an additional $81,100 to bring the total to $643,140. It is being requested to prepare a recirculated Draft EIR to address specific potential environmental impacts of the project that were identified and required by the Court decision of September 5, 2019.

Contract Amendment No. 9 is requested for an additional $50,100 to bring the total to $693,240. It is being requested to close out the contract with HCG for the environmental services provided to complete the Final 2020 EIR for the MRF/TS project, including additional meetings, revisions, and presentation at the public hearings.

FISCAL IMPACT

There is no impact to the General Fund. The entire cost for this consultant work is covered 100% by the Applicant through the Project's existing Project Reimbursement Agreement with the City, which was last modified and approved by the City Council on December 8, 2021.

ATTACHMENTS

A: Contract Amendment No. 9 for services with Harvey Consulting Group, LLC

ATTACHMENT "A"

CITY OF IRWINDALE CITY COUNCIL AMENDMENT NO. 9 TO CONTRACT SERVICES AGREEMENT FOR ENVIRONMENTAL CONSULTING BETWEEN THE CITY OF IRWINDALE AND HARVEY CONSULTING GROUP, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 8th day of December 2021 by and between the City of Irwindale, a California municipal corporation ("City") and Harvey Consulting Group, LLC ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, pursuant to the City of Irwindale's Municipal Code, City has authority to enter into and execute this Agreement; and

WHEREAS, on or about August 22, 2012, the City and Consultant entered into that certain Contract Services Agreement ("Agreement"), not to exceed TWO HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED DOLLARS ($227,600), for environmental consulting and advisory services to Prepare an Environmental Impact Report for Future Action on a Proposed Materials Recovery Facility and Transfer Station with Applicant Arakelian Enterprises, Inc., dba Athens Services;

WHEREAS, the scope of services for the Agreement contained a place-holder for the traffic impact assessment and recognized that the level of effort for the DEIR was uncertain until the Project Description had been finalized by the applicant, and all scoping comments were received and evaluated. Scoping was completed and all comments submitted were reviewed. The revised scope of work included ramp and mainline analyses required by Caltrans; air quality and health risk assessments for the modified traffic assessment; a Scoping Meeting held July 9, 2013; and cross checking the DEIR with the 2009 draft, the 2011 administrative DEIR, and the 2012 Azusa FEIR; and

WHEREAS, on August 28, 2013, Consultant received approval by the City Council for an increase in the Contract Sum of SEVENTY NINE THOUSAND TWO HUNDRED DOLLARS ($79,200) as a first amendment to the Agreement to pay for ramp and mainline analyses required by Caltrans; air quality and health risk assessments for the modified traffic assessment; a Scoping Meeting held July 9, 2013; and cross checking the DEIR with the 2009 draft, the 2011 administrative DEIR, and the 2012 Azusa FEIR; thus bringing the contract total to $306,800; and

WHEREAS, on June 25, 2014, Consultant received approval by the City Council for an additional increase in the Contract Sum of ONE HUNDRED EIGHTEEN THOUSAND SIX HUNDRED FORTY DOLLARS ($118,640) as a second amendment to the Agreement for additional tasks undertaken in consultation and coordination with the City's legal counsel, additional traffic assessment requested by the City Engineer, and supplemental Project Description information provided by the Applicant that required major adjustments to the traffic, air quality, Health Risk Assessment (HRA) and Green House Gas (GHG) analyses; thus bringing the contract total to $425,440; and

WHEREAS, on December 9, 2015, Consultant received approval by the City Council to amend the Agreement a third time to increase the Contract Sum by SEVENTY THOUSAND DOLLARS ($70,000) to accommodate the Applicant's revised scope of work for the re-circulated EIR; thus bringing the contract total to $495,440; and

WHEREAS, on February 10, 2016, Consultant received approval by the City Council to amend the Agreement a fourth time to increase the Contract Sum by TWELVE THOUSAND FIVE HUNDRED DOLLARS ($12,500) to accommodate additional work needed to supplement the Traffic Impact Assessment (TIA) in order to support the responses to comments on the DEIR/RDEIR for the MRF/TS Project. The original TIA conducted in 2013 and based upon 2011 traffic counts was then updated as recommended by the City Engineer; thus bringing the contract total to $507,940; and

WHEREAS, the Project Reimbursement Agreement with the City was last modified and approved by the City Council on March 22, 2017 to add an additional $100,000 to the deposit to cover the Consultant's costs as well as additional City Attorney costs.

WHEREAS, on April 12, 2017, Consultant received approval by the City Council to amend the Agreement a fifth time to increase the Contract Sum by TWENTY EIGHT THOUSAND FIVE HUNDRED FORTY DOLLARS ($28,540) to prepare an Addendum to the Final EIR based on comments received from the public during the routing of the project's proposed Site Plan and Design Review application; thus bringing the contract total to $536,480; and

WHEREAS, on March 25, 2019, the Consultant received approval by the City Manager to amend the Agreement a sixth time to increase the Contract Sum by TWELVE THOUSAND DOLLARS ($12,000) to provide as needed litigation CEQA support services; thus bringing the contract total to $548,480; and

WHEREAS, on November 26, 2019, the Consultant received approval by the City Manager to amend the Agreement a seventh time to increase the Contract Sum by THIRTEEN THOUSAND FIVE HUNDRED SIXTY DOLLARS ($13,560) to prepare a technical memorandum to define a CEQA document to address the environmental analyses handed down by the Superior Court of California; thus bringing the contract total to $562,040; and

WHEREAS, On December 9, 2020, the Consultant received approval by the City Council to amend the Agreement an eighth time to increase the Contract Sum by EIGHTY ONE THOUSAND ONE HUNDRED DOLLARS ($81,100) to prepare a recirculated Draft Environmental Impact Report (EIR) to address four specific potential environmental impacts that were identified by the Superior Court of California decision of September 5, 2019 and completion of a Final EIR; thus bringing the contract total to $643,240; and

WHEREAS, the City and the Consultant wish to amend the Agreement a ninth time to increase the Contract Sum by FIFTY THOUSAND ONE HUNDRED DOLLARS ($50,100) for

the preparation of the recirculated Draft Environmental Impact Report (EIR) and completion of the 2020 Final EIR; bringing the final contract total to $693,240.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Scope of Services attached as Exhibit "A" to the Agreement shall be amended to add the additional services described in Exhibit "A" attached hereto.

2. Section 2.1 of the Agreement entitled "Contract Sum" shall be amended in its entirety to add an additional $50,100 to the Contract Sum for the preparation of a recirculated Draft Environmental Impact Report (EIR) and completion of the 2020 Final EIR 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" identified as Exhibit "B" for $50,100and incorporated herein by this reference, but not exceeding SIX HUNDRED NINETY THREE THOUSAND TWO HUNDRED FORTY DOLLARS ($693,240.00) in accordance with the requirements under this Agreement."

3. Section 5.1 of the Agreement entitled "Term" shall be amended in its entirety to read as follows:

> "5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until terminated but not to exceed December 08, 2021.

4. Full Force and Effect. Except as expressly modified herein, all other provisions of the Agreement shall remain unmodified and in full force and effect.

5. Corporate Authority. The persons executing this Amendment No. 9 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. 9 on behalf of said party, (iii) by so executing this Amendment No. 9, such party is formally bound to the provisions of this Amendment No. 9, and (iv) entering into this Amendment No. 9 does not violate any provision of any other agreement to which said party is bound.

6. Full Force and Effect. Except as expressly modified herein, all other provisions of the Agreement shall remain unmodified and in full force and effect.

7. Corporate Authority. The person executing this Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment 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:

Harvey Consulting Group, LLC

81776 Corte Valdemoro

Indio, California 92203

By:_____
Name: Jeffrey G. Harvey, Ph.D.
Title: Principal & Senior Scientist

By:_____

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. 9 SCOPE OF SERVICES

1) Completion of *responses to comments* submitted at the close of the RDEIR public review period.

2) Prepare the *Final EIR*, including a compilation of the administrative record and an updated *Mitigation Monitoring and Reporting Program*, and assistance in completing the *Findings of Fact* and *Statement of Overriding Considerations* for the Planning Commission's and City Council's consideration, and the newspaper notices for each meeting. The Final EIR with appendices and exhibits will be prepared in a *Web-ready PDF file*. We will also prepare the *Notice of Determination* for submittal to the State Clearinghouse and County Clerk if the City Council approves the project.

3) Prepare for and attend two (2) meetings/hearings, one with the City Planning Commission and a second with the City Council to assist staff with presentation and assist in responses to questions that may be raised.

Other meetings, if required, will be accommodated on a time and materials basis. We are aware that there may be subsequent litigation over the 2020 RDEIR, and we have not included any litigation support as a part of this scope since the level of effort needed cannot be known at this time.

EXHIBIT "B"

SCHEDULE OF COMPENSATION/BUDGET

Task	Personnel	Rate	Hours	Total
1. Project Management Team meetings / coordination through City approval process.	Harvey P. Miller	$200 $160	12 8	$2,400 $1,280
		Subtotal:		**$3,680**
2. Final EIR Complete Responses to Comments and compile Final EIR, and Notice of Determination (upon project approval).	Harvey P. Miller Production Staff	$200 $160 $65	120 80 16	$24,000 $12,800 $1,040
		Subtotal:		**$37,840**
3. Public Meetings (2) Review Statement of Findings, Statement of Overriding Considerations, Staff Report, and newspaper notices, and attend Planning Commission and City Council meetings	Harvey P. Miller Production Staff	$200 $160 $65	24 24 8	$4,800 $3,840 $520
		Subtotal:		**$9,160**
4. Travel Expenses (Assumes 2 trips – mileage and meals @ $450 ea.)		*Estimated Total*		**$900**
		Subtotal:		**$51,580**
Remaining budget from Contract Amendment No. 8				**$1,480**
Total for this Contract Amendment No. 9				**$50,100**

CC Item 1H

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Approval of the 2022 Local Appointments List

City Manager's Recommendation:

Adopt Resolution No. 2021-111-3323 entitled, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2022 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

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Jeanette Duran, Interim Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

Prior to December 31st of each year, the Maddy Act requires 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.

Government Code Sections 54970-54975 were enacted to ensure that members of the public are aware of opportunities to serve on local commissions. The Code mandates that on or before December 31 of each year, the City Council prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council.

The list must include the name of the incumbent, date of appointment, date of term expiration, and the necessary qualifications for the 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.

Attachment:

Proposed Resolution No. 2021-111-3323

RESOLUTION NO. 2021-111-3323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2022 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 2022 Local Appointments List.

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 2022 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 8th day of December 2021.

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-111-3323 was adopted at an regular meeting of the Irwindale City Council held on the 9th day of December 2020, 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"

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 2022. Commissioners are appointed by the City Council, and are volunteers who serve a 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 2022, names of incumbents and the dates of their appointment.

PARKS & RECREATION COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Marguerite Lopez	Appointed: 12/08/10 Re-appointed: 12/11/13; 12/14/16; 12/11/19	December 31, 2022
Carmen Roman	Appointed: 9/23/20	December 31, 2022

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
Suzanne E. Gomez	Appointed: 6/23/21	December 31, 2022
Robert Hartman	Appointed: 7/28/03 Re-appointed: 12/20/05; 12/20/06; 12/8/10; 12/10/14; 12/14/18	December 31, 2022

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
Virginia Diaz	Appointed: 12/08/10 Re-appointed: 12/11/13; 12/14/16; 12/11/19	December 31, 2022

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, 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.

Laura M. Nieto

Laura M. Nieto, MMC
Chief Deputy City Clerk

Date Posted: December 9, 2021

CC Item 1I

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Consideration of Resolution No. 2021-122-3244 Approving a Tentative Agreement for Successor Memorandum of Understanding with the Irwindale Management Employees Association (IMEA)

City Manager's Recommendation:

1) Adopt Resolution No. 2021-122-3244 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION (IMEA), FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2024, AND AUTHORIZING THE APPROPRIATION OF FUNDS TO COVER THE COST OF THE INITIAL IMPLEMENTATION OF THE CONTRACT FOR FISCAL YEAR 2021-2024."

Administrative Action:

Submitted by:

William K. Tam, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Jeanette Duran, Interim Finance Director/ City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis

The current Irwindale Management Employees Association ("IMEA") MOU with the City of Irwindale ("City") was set to expire on June 30, 2020. The Parties met and conferred and agreed to a one-year extension of the duration and term of the IMEA MOU in light of the COVID-19 Pandemic. On June 18, 2020, IMEA and the City approved Amendment No. 1 to the IMEA MOU, extending the 2016-2020 IMEA MOU which was approved by the City Council on June 24, 2020. The current IMEA MOU 2016-2021 expired on June 30, 2021. Pursuant to the Meyers-Milias-Brown Act (MMBA), representatives from the City and IMEA commenced negotiations for a successor MOU in March 2021.

On April 28, 2021, the City Council approved an agreement with Ralph Andersen & Associates to perform a compensation study update to include a survey of all full-time and part-time positions and in addition, review job classifications for certain positions. All parties agreed to suspend negotiations until completion of the study. The results of the compensation study were presented to City Council on November 10, 2021 for receive and file, and used to assist the City with current labor negotiations.

Based on progress made to date, the City has reached a tentative agreement with the IMEA for a three-year term, retroactive from July 1, 2021 through June, 30, 2024 ("Tentative Agreement). On November 23, 2021, the IMEA membership voted to accept the proposed terms and conditions as stated in the Tentative Agreement, but it remains subject to formal acceptance, approval and adoption by the City Council, per Government Code Section 3505.1, which provides: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding." The proposed agreement supports the City's goals of balancing continued fiscal responsibility while also ensuring the ability to attract and retain qualified and experienced personnel.

This Tentative Agreement is the product of MMBA-mandated meet and confer sessions that took place over the last several months between the City's negotiation team and the IMEA board members representing their unit. During the course of negotiations, management representatives met with the City Council to discuss the status and progress of these talks, and received direction on specific items under consideration.

The Tentative Agreement includes the following key proposed changes:

- Term: July 1, 2021 – June 30, 2024.
- Compensation adjustments:
    - Retroactive to July 11, 2021, adjustment of the base salary of IMEA represented positions utilizing the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report set to the adjusted 50th percentile, rounding to nearest highest range.

- Effective the first full pay period following City Council adoption of the Tentative Agreement, adjustment of the base salary of IMEA represented positions utilizing the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report set to the unadjusted 50th percentile, rounding to nearest highest range. IMEA represented employees will move from a 38-hour work week to a 40-hr work week.

- 3.0% salary increase for all IMEA represented positions effective the first full pay period on or after July 1, 2022.

- 3.0% salary increase for all for all IMEA represented positions effective the first full pay period on or after July 1, 2023.

- Add President's Day and Veterans Day to list of City recognized holidays. No additional floating holiday hours will be provided in recognition of the additional holidays.

- Modest adjustments to ancillary benefits including tuition reimbursement, uniform allowance, and elective cash outs of sick and vacation leave.

- Minor language revisions to comply with updated laws and clean-up language to accurately reflect current practices and procedures.

Fiscal Impact:

The total cost of implementing the proposed Tentative Agreement with the IMEA is projected at $1,769,600 over the three-year term. This cost includes all additional compensation and benefits.

The projected cost of implementation is a follows:

Implementation Period	General Fund Cost	Other Funds Cost
Year 1 (July 1, 2021 – June 30, 2022)	$391,860	$74,640
Year 2 (July 1, 2022 – June 30, 2023)	$503,664	$95,936
Year 3 (July 1, 2023 – June 30, 2024)	$590,940	$112,560

A budget appropriation for FY 2021-22 in the amount of $466,500 is necessary to cover the cost of the initial implementation of the contract. Funding for this additional appropriation will come from the General Fund ($391,860), Mining Impact Fund ($65,310), and other funds ($9,330). Funding for FY 2022-23 and 2023-24 will be incorporated into the City's future budgets.

Attachments: Resolution No. 2021-122-3244

RESOLUTION NO. 2021-122-3244

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION (IMEA), FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2024, AND AUTHORIZING THE APPROPRIATION OF FUNDS TO COVER THE COST OF THE INITIAL IMPLEMENTATION OF THE CONTRACT FOR FISCAL YEAR 2021-2024

WHEREAS, the City of Irwindale ("City") has and continues to recognize the Irwindale Management Employees Association ("IMEA") as the sole exclusive bargaining agent for certain City employees designated as regular full-time mid-management and professional employees, who are not at-will or covered by individual contracts, for all matters concerning wages, hours, and working conditions; and

WHEREAS, the most current Memorandum of Understanding ("MOU") between the City and IMEA for the period of July 1, 2016 to June 30, 2021 is now expired; and

WHEREAS, the City's labor relations representatives and IMEA representatives have successfully met and conferred to negotiate a successor MOU between the parties, pursuant to both the Meyers-Milias-Brown Act (Government Code Sections 3500 *et seq.*)("MMBA") and the City's Employer-Employee Relations Resolution (Resolution No. 98-05-1566), and have jointly prepared and executed the attached Tentative Agreement for a Successor MOU (deal points) between the City and IMEA for the period July 1, 2021 through and including June 30, 2024, which was ratified by a vote of IMEA membership on November 23, 2021, subject to formal acceptance, approval, and adoption by the City Council; and

WHEREAS, MMBA Section 3505.1 provides: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding"; and

WHEREAS, once approved by the governing body of a local agency, the MOU becomes a binding agreement between the employee organization and the local agency; and

WHEREAS, the City Council now desires to accept, approve, and adopt the Tentative Agreement and authorize the City Manager to prepare the MOU for City Council determination and approval; and

WHEREAS, the City Council wishes to approve an appropriation totaling $466,500, with the funding coming from the City's General Fund in the amount of $391,860, the Mining Impact Fund in the amount of $65,310, and other funds in the amount of $9,330. This will cover the cost of the initial implementation of the contract for the current fiscal year 2021-2022.

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

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

SECTION 2. The City Council accepts the Tentative Agreement for a Successor MOU between the City and IMEA for the period of July 1, 2021 through June 30, 2024, a copy of which is attached hereto as Attachment 1, and the City Manager is hereby authorized and directed to execute the same.

SECTION 3. The City Council hereby appropriates $391,860 from the General Fund, $65,310 from the Mining Impact Fund, and $9,330 from other funds to cover the cost of the initial implementation of the contract for the current fiscal year 2021-2022.

SECTION 4. This Resolution shall be effective immediately upon its passage and adoption. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 8th day of December, 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-122-3244 was duly introduced at a regular meeting of the Irwindale City Council held on the 8th day of December 2021, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

ATTACHMENT 1

IRWINDALE

TENTATIVE AGREEMENT FOR SUCCESSOR IMEA MOU

November 24, 2021

The current Irwindale Management Employees Association ("IMEA") MOU with the City of Irwindale ("City") was set to expire on June 30, 2020. The Parties met and conferred and agreed to a one-year extension of the duration and term of the IMEA MOU in light of the COVID-19 Pandemic. On June 18, 2020, IMEA and the City approved Amendment No. 1 to the IMEA MOU, extending the 2016-2020 IMEA MOU which was approved by the City Council on June 24, 2020. The current IMEA MOU 2016-2021 expired on June 30, 2021. The IMEA currently represents 23 total employees and 29 classifications. Pursuant to the Meyer-Milias-Brown Act ("MMBA") (Gov't Code Section 3500-3511), the City and IMEA have been in negotiations for a successor MOU.

The City and IMEA have reached a Tentative Agreement on the deal terms for a successor MOU, which is represented by this document. The following material deal terms were ratified by the IMEA on July, 23, 2021, but remain subject to formal acceptance, approval and adoption by the City Council, per Government Code Section 3505.1, which provides:

> "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

All other terms and conditions of the previous IMEA MOU 2016-2021 shall be maintained and remain unchanged unless expressly modified or changed herein as set forth below or until such time as a successor MOU is jointly prepared by the parties, ratified by the IMEA and accepted, approved, and adopted by City Council, which shall then supersede and replace this Tentative Agreement:

TENTATIVE AGREEMENT DEAL POINTS

1. Term:

   Three years covering the period July 1, 2021 to June 30, 2024 effective upon City Council acceptance, approval and adoption of this Tentative Agreement.

2. Salary:

   FY 2021-22. After City Council adoption of this Tentative Agreement and retroactive to July 11, 2021 for those still employed by the City at the time of

adoption, the City will adjust the base salary of IMEA represented employees utilizing the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report set to the 50th percentile, rounding to the nearest highest range, using the 38-hour work week adjustment (Exhibit A). The 38-hour work week adjustment reflects a 5% reduction in comparative pay for the reduced work week hours from the standard surveyed 40 hour work week.

Any filled position that exceeds the 50th percentile at the time of implementation shall remain unchanged and not be reduced.

Effective the first full pay period after City Council adoption of this Tentative Agreement, City will adjust the base salary of the IMEA represented classifications utilizing the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report set to the 50th percentile, rounding to the nearest highest range, using the 40-hour unadjusted work week. All employees will work a 40-hour work week.

Any filled position that exceeds the 50th percentile at the time shall remain unchanged and not be reduced.

FY 2022-23. Effective the first full pay period in July 2022, the City shall provide a 3% across-the board base salary COLA increase for all IMEA represented employee classifications. Employees' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA, with represented classification base salary ranges increasing by the COLA amount.

FY 2023-24. Effective the first full pay period in July 2023, the City shall provide a 3% across-the board base salary COLA increase for all IMEA represented employee classifications. Employees' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA, with represented classification base salary ranges increasing by the COLA amount.

3. Holiday Dates:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, IMEA MOU Section 06.10 is modified to add President's Day and Veterans Day to the list of holidays.

4. Cell Phone Allowance:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, IMEA MOU Section 06.07 is removed. Department Directors will determine which classifications will be issued a City provided and paid for cell phone based on a determination by the Department Director that the employee's use of a cell phone is required in order to carry out official City duties.

5. Payment of Vacation and Sick Leave:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, IMEA MOU Section 10.01 is modified to require that

employees maintain a minimum balance of 80 hours sick leave after any cash out of sick leave in order to be eligible for cash out of sick leave.

An employee who elects to convert accrued vacation or 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 vacation or 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:

1. Any vacation or 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 15th of the calendar year prior to the end of the calendar year in which the employee wishes to convert such vacation or sick leave.

2. All vacation and/or 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 15th of the calendar year prior to conversion.

3. Employees who fail to submit an election by December 15th of the calendar year prior to the conversion will not be eligible for vacation and/or sick leave converted to cash for that calendar year.

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

5. Employees will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.

6. Tuition Reimbursement:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, MOU Section 10.03 is modified to reflect an increase to the annual funding for tuition reimbursement from the current $15,000 for IMEA and ICEA to $20,000 for IMEA only. To be eligible for tuition reimbursement, employees must have completed their probationary period.

7. Uniform Allowance:

Effective the first full payroll period following City Council adoption of this Tentative Agreement an MOU section is added providing for a one-time reimbursement up to $200 for one (1) pair of safety shoes/boots as required by the department head for the following classifications: Assistant Engineer, Assistant City Engineer, Community Development Manager/City Planner, Construction Compliance Manager, Public Works Maintenance Supervisor, and Senior Planner.

8. Compensatory Leave:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, the City agrees to add a section to allow eligible non-exempt IMEA Members to accrue a maximum of eighty (80) hours of compensatory leave.

9. Reopener:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, an MOU section is added for a reopener to meet to discuss the feasibility of participation in city funded Post Employment Health Plan (PEHP) that would fund retiree dental and vision benefits.

10. Unit & Unit Recognition:

The parties agree to meet to determine classifications in the IMEA represented unit membership based on definition included in EERR.

11. Vacation Accrual:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, MOU Section 06.09 is modified to clarify the number of hours accrued biweekly according to the following chart (consistent with current practice):

0-4 (years of service)	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13	6.154

12. Floating Holiday:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, MOU Section 06.11 is modified to reflect payment of accrued floating holiday hours not used by the end of the calendar year will be included in the second paycheck in January of the following year.

13. Normal Workweek:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, MOU Section 07.01 is modified reflect a forty-hour (40) work week.

14. Alternative 4/10 Work Schedule:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, MOU Section 7.02 is modified to reflect a forty-hour (40) work week.

15. Bereavement Leave:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, MOU Section 07.03 is modified to increase bereavement leave to 40 total hours in recognition of a 40 hour work week.

16. Overtime:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, MOU Section 07.06 is modified to reflect work in excess of forty (40) hours in a work week shall be entitled to overtime pay and/or compensatory time for non-exempt eligible IMEA unit members.

17. Call-In/Call Back Pay:

Effective the first full payroll period following City Council adoption of this Tentative Agreement, MOU Section 07.08 is modified to reflect work in excess of forty (40) hours in a work week shall be entitled to overtime pay and/or compensatory time for non-exempt eligible IMEA unit members.

CITY OF IRWINDALE

William K. Tam, City Manager

IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION

John Franjo, IMEA President

EXHIBIT A

IMEA Salary Range Schedule
(50th Percentile/Adjusted)

Aquatics Supervisor	45
Assistant Engineer	50
Assistant City Engineer	62
Assistant to the City Manager	61
Associate Engineer	54
Associate Planner	47
Chief Deputy City Clerk	56
City Librarian	60
Construction Compliance Manager	60
Community Development Manager/City Planner	60
Economic Development Coordinator	51
Executive Assistant	41
Finance Manager	66
Human Resources/ Risk Manager	65
Information Technology Manager	61
Management Analyst	45
Police Captain	75
Police Lieutenant	68
Project Manager – Construction Compliance	46
Project Manager – Mining	60
Public Works Maintenance Supervisor	46
Public Works Services Manager	60
Recreation Manager	60
Recreation Supervisor	45
Senior Center Manager	60
Senior Finance Analyst	49
Senior Human Resources/Risk Management Analyst	51
Senior Management Analyst	51
Senior Planner	53

EXHIBIT B

IMEA Salary Range Schedule
(50th Percentile/Unadjusted)

Aquatics Supervisor	47
Assistant Engineer	52
Assistant City Engineer	64
Assistant to the City Manager	63
Associate Engineer	56
Associate Planner	49
Chief Deputy City Clerk	58
City Librarian	62
Construction Compliance Manager	62
Community Development Manager/City Planner	62
Economic Development Coordinator	53
Executive Assistant	43
Finance Manager	68
Human Resources/ Risk Manager	67
Information Technology Manager	63
Management Analyst	47
Police Captain	77
Police Lieutenant	71
Project Manager – Construction Compliance	48
Project Manager – Mining	62
Public Works Maintenance Supervisor	48
Public Works Services Manager	62
Recreation Manager	62
Recreation Supervisor	47
Senior Center Manager	62
Senior Finance Analyst	51
Senior Human Resources/Risk Management Analyst	53
Senior Management Analyst	53
Senior Planner	55

CC Item 1J

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Consideration of Resolution No.2021-116-3238 Amending the Schedule of Salaries and Benefits for Unclassified Management Employees

City Manager's Recommendation:

1) Adopt Resolution No. 2021-116-3238 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2021-23-3235, ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES, AND APPROVING AN APPROPRIATION OF FUNDS FOR ADDITIONAL SALARY FOR FISCAL YEAR 2021-2022."

Administrative Action:

Submitted by:

William K. Tam, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Jeanette Duran, Interim Finance Director/ City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis

Unrepresented department directors receive compensation and benefits adjustments through a City Council resolution which sets forth the schedule of salaries and benefits for unclassified management employees

On April 28, 2021, City Council approved an agreement with Ralph Andersen & Associates to perform an update to the compensation study previously completed in 2017. The results of the recently completed compensation study presented to City Council on November 10, 2021, determined salaries for most department directors currently are significantly under market median when compared to survey cities. Implementing the salary adjustments proposed in Resolution No. 2021-116-3238 balances long-term fiscal responsibility with the ability to continue to attract and retain qualified, experienced personnel.

The Salary and Benefit Schedule for Unclassified Management Employees includes the following key proposed changes:

- Compensation adjustments:
    - Effective December 12, 2021, adjustment of the base salary of each director utilizing the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report set to the unadjusted 50th percentile, rounding to nearest highest range. Directors will move from a 38-hour work week to a 40-hr work week.
    - 3.0% base salary increase effective the first full pay period on or after July 1, 2022.
    - 3.0% base salary increase effective the first full pay period on or after July 1, 2023.
- Add President's Day and Veterans Day to list of City recognized holidays. No additional floating holiday hours will be provided in recognition of the additional holidays.
- Modest adjustments to ancillary benefits including uniform allowance and elective cash outs of sick and vacation leave.
- Minor language revisions to comply with updated laws and clean-up language to accurately reflect current practices and procedures.

Fiscal Impact:

The total cost of amending the Schedule of Salaries and Benefits through Fiscal Year 2023-2024 is $545,000. This cost includes all additional compensation and benefits.

The projected cost of implementation is a follows:

Implementation Period	General Fund Cost	Other Funds Cost
Year 1 (December 12, 2021 – June 30, 2022)	$104,412	$19,888
Year 2 (July 1, 2022 – June 30, 2023)	$157,500	$30,000
Year 3 (July 1, 2023 – June 30, 2024)	$195,888	$37,312

A budget appropriation for FY 2021-22 in the amount of $124,300 is necessary to cover the cost of the initial implementation. Funding for this additional appropriation will come from the General

Fund ($104,412), Mining Impact Fund ($17,402), and other funds ($2,486). Funding for FY 2022-23 and 2023-24 will be incorporated into the City's future budgets.

Attachments: Resolution No. 2021-116-3238

RESOLUTION NO. 2021-116-3238

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2021-23-3235, ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES, AND APPROVING AN APPROPRIATION OF FUNDS FOR ADDITIONAL SALARY FOR FISCAL YEAR 2021-2022

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 of Irwindale City Manager has the authority to appoint, remove, promote, and demote any officers and employees of the City, including Department Directors, pursuant to Irwindale Municipal Code Section 2.08.050; and

WHEREAS, the City currently has Department Director classifications that include the Assistant City Manager, Chief of Police, Community Development Director, Director of Engineering/Building Official, Finance Director/City Treasurer, and Public Services Director (hereinafter collectively referred to as "Directors"); and

WHEREAS, a compensation study for all full-time and part-time positions was recently completed with results presented to City Council on November 10, 2021 for receive and file; and

WHEREAS, the results of the compensation study indicate that current base salaries for most Directors are significantly below market median when compared to survey cities; and

WHEREAS, the City now desires to implement salary adjustments for all Directors, setting base salaries to market median, which will help attract and retain experienced personnel;

WHEREAS, the salary ranges reflected in the Exhibits attached to Attachment A, reflect implementation of the compensation study results with base salaries set to market median, rounded to nearest highest range, unadjusted for a 40-hour work week (Exhibit A).Unclassified Management Salary Schedule (Exhibit B) and Unclassified Management Salary Schedule (Exhibit C) reflect that Directors covered by this Resolution receive a 3% base salary increase effective the first full payroll commencing on or after July 1, 2022 and a 3% base salary increase effective the first full payroll commencing on or after July 1, 2023.

WHEREAS, on April 14, 2021, the City Council adopted Resolution No. 2021-23-3235 for unclassified, unrepresented management employees, which outlines the compensation and benefits of said employees; and

WHEREAS, the City Council desires to replace Resolution No. 2021-23-3235 with this

Resolution to reflect the compensation and benefit adjustments; and

WHEREAS, the City Council wishes to approve an appropriation totaling $124,300 with the funding coming from the City's General Fund in the amount of $104,412, the Mining Impact Fund in the amount of $17,402, and other funds in the amount of $2,486. This will cover the cost of the salary increases for the current fiscal year 2021-2022.

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

SECTION 1. This Resolution shall supersede and replace Resolution No. 2021-23-3235 in its entirety. 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.

SECTION 2. The City Council hereby approves the Schedule of Salaries and Benefits for Unclassified Management Employees effective December 12, 2021 attached as Attachment A. In the event the City Manager desires to exceed any of the parameters set forth therein, City Council authorization shall be required.

SECTION 3. The City Council hereby approves and appropriates $124,300 with the funding coming from the City's General Fund in the amount of $104,412, the Mining Impact Fund in the amount of $17,402, and other funds in the amount of $2,486 to cover the cost of the initial salary increases for the current fiscal year 2021-2022.

SECTION 3. This resolution shall be effective December 12, 2021. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 8th day of December, 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-116-3238 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 8th day of December 2021, by

the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT A

SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES

ARTICLE 01
INTRODUCTION

SECTION 01.01 AFFECTED EMPLOYEES

This Schedule of Salary and Benefits for Unclassified Management Employees ("Schedule") shall be in force and effect for the following classifications of Unclassified Management employees with the City of Irwindale ("City"), hereinafter referred to as the "Affected Employee(s)":

Assistant City Manager
Chief of Police
Community Development Director
Director of Engineering/Building Official
Finance Director/City Treasurer
Public Services Director

ARTICLE 02
SALARY & DUTIES

SECTION 02.01 BASIC COMPENSATION PLAN

There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article 1, Section 01.01 above. The salary and wage schedules set forth in Exhibits A, B, and C shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

SECTION 02.02 SALARY AND WAGE SCHEDULE

The salary ranges for Unclassified Management employees reflected in Exhibit A (Unclassified Management Salary Schedule), are effective December 12, 2021. The salary ranges reflected in Exhibit B (Unclassified Management Salary Schedule) reflect that Affected Employees covered by this resolution receive a 3% base salary increase effective the first full payroll commencing on or after July 1, 2022. The salary ranges reflected in Exhibit C (Unclassified Management Salary Schedule) reflect that Affected Employees covered by this resolution receive a 3% base salary increase effective the first full payroll commencing on or after July 1, 2023.

Effective December 12, 2021, the initial salary for new hires and promoted employees shall be between the "Minimum" and "Maximum" salary range for the applicable position. The City Manager shall have sole discretion to appoint a new hire to a salary commensurate with the prospective employee's education, experience and qualifications as they relate to the classification.

SECTION 02.03 EMPLOYMENT STATUS

The employment of Affected Employees with the City is "at-will" serving solely at the pleasure of the City Manager and Affected Employees are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination, and those severance benefits, if any, as provided for herein under Article 13, Sections 13.01 and 13.02.

SECTION 02.04 FLSA EXEMPT STATUS

The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

SECTION 02.05 OTHER ACTIVITIES

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

SECTION 02.06 ADVANCEMENT WITHIN SCHEDULE

An Affected Employee shall be considered for advancement within the steps of the salary range for his/her respective classification set forth above at the discretion of the City Manager. Salary advancement for employees in classifications covered by these Rules shall be based upon the employee's overall performance rating as demonstrated in his/her Annual Performance Review as determined by the initial appointment date.

The City Manager may authorize accelerated movement through the salary range for exceptional performance or to address compaction issues related to other classifications within the Affected Employee's own department.

SECTION 02.07 WORK SCHEDULES

Affected Employees are expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. The proper performance of the duties will require Affected Employees to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:30 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Affected Employees such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. An Affected Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Affected Employees shall not be entitled to any compensation for overtime.

SECTION 02.08 CITY DOCUMENTS

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

ARTICLE 03
OTHER COMPENSATION

SECTION 03.01 ANNUAL SERVICE AWARD PAY

Affected Employees shall be entitled on the fifth (5th) consecutive employment year with the City to "Annual Service Award" pay of thirty dollars ($30.00) for each year worked, which shall be paid in December of the qualifying year at the Employee Annual Service Award Luncheon. If there is no Award Luncheon planned for the year, the annual service award pay will be paid the first pay day in December of the qualifying year. Affected Employees must still be employed by the City at the time of the payment to be eligible for this Annual Service Award pay.

SECTION 03.02 BILINGUAL PAY

The City shall pay Affected Employees an additional two and one-half percent (2½%) of base salary as bilingual pay incentive upon passing an appropriate verbal bilingual exam as determined by the City, if an Affected Employee is proficient in Spanish and/or American Sign Language and is required to use such language(s) during the course of City business. This compensation will be earned and paid out on a pro-rata basis per pay period over the twenty-six (26) bi-weekly pay periods in a calendar year.

SECTION 3.03 CITY TREASURER STIPEND

Irwindale Municipal Code section 2.12.050 provides for a salary of fifty dollars ($50.00) per month for the City Treasurer. Accordingly, the Affected Employee in the classification of Finance Director who is also appointed as City Treasurer shall be provided a Stipend in the amount of $50.00 per month for the duration of the appointment as City Treasurer.

SECTION 03.04 EDUCATION INCENTIVE

Affected Employees shall be provided an education incentive as follows:

A. **B.A/B.S. Degrees.** Affected Employees who have been awarded a Bachelors of Arts ("B.A.") or Bachelors of Science ("B.S.") degree will receive an additional one thousand five hundred dollars ($1,500) per year maximum as an education incentive

bonus to their base compensation. This incentive will be earned and paid out on a pro-rata basis per pay period over the over the twenty-six (26) bi-weekly pay periods in a calendar year.

B. **Master's Degree.** Affected Employees who have been awarded a Master's degree will receive an additional one thousand eight hundred dollars ($1,800) per year maximum as an education incentive bonus to their base compensation. This incentive will be earned and paid out on a pro-rata basis per pay period over the twenty-six (26) bi-weekly pay periods in a calendar year. An Affected Employee eligible for a Master's degree education incentive payment pursuant to this section 03.03 subsection B shall not be eligible for a B.A./B.S. degree education incentive payment pursuant to section 03.03 subsection A.

C. In addition to the education incentive as reflected in section 03.04 subsection A and B, the classification of Chief of Police shall be entitled to receive bonus pay in addition to basic compensation for obtaining California Police Officers Standards and Training (P.O.S.T.) Certificates as set forth by the percentages of basic compensation below:

2 ½%	Bonus for Advanced Certificate;
2 ½%	Bonus for Supervisory Certificate;
2 ½%	Bonus for Management Certificate.

To be eligible for Education Incentive Pays, 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.

ARTICLE 04
HOLIDAYS

SECTION 04.01 HOLIDAY DATES

Affected Employees shall be entitled to the holidays listed below.

1.	New Year's Day	January 1
2.	Martin Luther King Jr. Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Cesar Chavez Day	March 31
5.	Memorial Day	Last Monday in May
6.	Independence Day	July 4
7.	Labor Day	First Monday in September
8.	Veterans Day	November 11
9.	Thanksgiving Day	Fourth Thursday in November
10.	Day After Thanksgiving Day	Fourth Friday in November
11.	Christmas Eve (1/2 Day)	December 24
12.	Christmas	December 25
13.	New Year's Eve (1/2 Day)	December 31

If any of the foregoing holidays fall on a Friday or a Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. For any holiday that falls on a Sunday, it will be at the City Manager's discretion as to whether it will be observed on the following Monday.

SECTION 04.02 FLOATING HOLIDAYS

At the beginning of each calendar year, Affected Employees shall be provided a total holiday leave bank for the calendar year of one hundred forty (140) hours per year for holidays, reduced by the number of scheduled holiday hours for that calendar year. (At the beginning of each calendar year, the City will determine and distribute its holiday schedule. When any of the holidays fall on a regular work day (Monday-Thursday) or a Sunday holiday which is celebrated on the following Monday, as determined by the City Manager, ten (10) hours will be deducted from the holiday bank of one hundred forty (140) hours for each such holiday (with 5 hours to be deducted for ½ day holidays). In no event will such deduction result in a negative holiday bank account balance. Employee will be then be credited with the balance, if any, of the remaining holiday bank hours which may be used as floating holiday time in a manner similar to that of vacation time.

All floating holiday time must be used in the calendar year in which it was credited to Employee. Any and all unused floating holiday time will be cashed out in January of the following calendar year.

Upon separation of employment, all earned but unused floating holiday hours will be paid to the Affected Employee at the base hourly rate of pay then in effect.

ARTICLE 05
SICK LEAVE AND VACATION LEAVE ACCRUAL

SECTION 05.01 SICK LEAVE ACCRUAL

Affected Employees shall accrue 3.693 hours of sick leave on a bi-weekly basis (i.e. per pay period).

SECTION 05.02 VACATION LEAVE ACCRUAL

Affected Employees shall accrue vacation leave in accordance with the formula below on a bi-weekly basis (i.e. per pay period), with an accrual cap of three hundred (300) hours, over which employee shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring accrual down to the three hundred (300) hour accrual cap. The number of hours accrued bi-weekly, based on service with the City of Irwindale only, is as follows:

Years of Service	Hours Accrued Bi-weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13 +	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following Employee's anniversary date of original employment with the City.

ARTICLE 06
SICK LEAVE AND VACATION LEAVE CONVERSION

Affected Employees who elect to convert accrued vacation or 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 vacation or 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:

1. Any vacation or 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 such vacation or sick leave.

2. All vacation and/or 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.

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

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

5. Employees will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.

6. Affected 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 request will be provided as follows:

over 950 hours	25% of total sick leave value
571-950 hours	50% of total sick leave value
1st 570 hours	75% of total sick leave value

Upon termination from employment with the City, earned and unused vacation hours will be paid to the employee at the employee's base hourly rate of pay then in effect.

ARTICLE 07
EXECUTIVE LEAVE

In recognition that Affected Employees are not entitled to receive overtime compensation despite devoting hours beyond the normal workweek, employees may be allowed to take executive leave upon approval of the City Manager.

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

ARTICLE 8

OTHER LEAVES

SECTION 08.01 WORKERS' COMPENSATION

The City shall provide Workers' Compensation benefits in accordance with State Law and these provisions.

The City has the right to require the employee to go to a City selected physician, unless the employee has pre-designated a physician, to verify the reported injury/illness and if it restricts the employee from performing his or her regular job assignment.

A. NON-SWORN EMPLOYEES

Affected Employees who sustain a work-related injury or illness on-the-job and file a claim for workers' compensation benefits which is accepted, shall receive a sum which, when added to the amount of temporary disability payment, if any, will result in a payment equal to such an employee's regular compensation for a maximum period of one (1) year. The one (1) year period need not be consecutive if the employee's absence is directly traceable to a single incident. In addition, the City will maintain its contribution to benefits as provided for herein (retirement, health, dental, life and AD&D insurance). Vacation and sick leave shall continue to accrue during this time.

B. SWORN EMPLOYEES

Base salary and benefit continuance for sworn Affected Employees shall be in accordance with California Labor Code Section 4850.

SECTION 08.02 JURY DUTY AND WITNESS LEAVE

A. JURY DUTY

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

B. WITNESS LEAVE

If an Affected Employee is required to be absent from work by proper subpoena issued by a court or other legally empowered agency requiring an Affected Employee to serve as a witness in a legal action, the Affected Employee shall be entitled to be absent from work at his/her regular rate of pay, provided that any fees, except mileage, are deposited with the City.

SECTION 08.03 MILITARY LEAVE

Military Leave requirements for Affected Employees shall be granted consistent with state and federal law pursuant to City's Personnel Rule 7.15.

SECTION 08.04 LEAVE OF ABSENCE WITHOUT PAY

Affected Employees may apply in writing to the City Manager for a leave of absence without pay.

If the City Manager determines there is adequate justification to grant such a leave of absence and that the work of the department will not be significantly impacted by a temporary absence of the employee, the leave without pay may be authorized, with the condition that the employee be available by phone if the City Manager needs to contact him/her. The City Manager's decision is final and not subject to grievance or appeal. The City Manager may also terminate or cancel early any authorized leave by giving the employee notice of 10 calendar days. Notice will be given by any means including, but not limited to phone call, text, or U.S. mail.

Any Affected Employee requesting a leave of absence without pay shall utilize all of his/her administrative leave, vacation time (and sick leave if appropriate) prior to the start of the leave without pay.

Any leave of absence without pay of 10 hours or more shall result in a pro-rata accrual of vacation, sick leave or holiday credits. A leave of absence without pay of thirty-eight (40) hours or more shall not result in a pro-rata reduction of employer paid health benefit payments.

SECTION 08.05 BEREAVEMENT LEAVE

Affected Employees shall be entitled to such bereavement leave equal to four (4) days, totaling not more than 40 hours (4 days x 10 hours per work day).

ARTICLE 9
EMPLOYEE BENEFITS

SECTION 09.01 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 Affected Employees and their eligible dependents as defined by CalPERS.

SECTION 09.02 DENTAL BENEFITS

The City pays one hundred percent (100%) of the premium for one of two dental plans offered by the City for Affected 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.

SECTION 09.03 VISION BENEFITS

The City pays one hundred percent (100%) of the premium for a vision plan for Affected 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.

SECTION 09.04 MEDICAL, DENTAL & VISION INSURANCE PREMIUM OPT-OUT

Any Affected 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 Affected 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 Affected 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

Affected Employee with the City. The City shall have the sole and unfettered right to determine whether such Affected 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.

SECTION 09.05 LIFE INSURANCE

The City shall provide and pay for a life insurance policy for Affected Employees with coverage in the amount of One Hundred Thousand Dollars and No Cents ($100,000.00), as well as coverage for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents ($5,000.00) each.

SECTION 09.06 ACCIDENTAL DEATH & DISMEMBERMENT POLICY (AD&D)

The City shall provide and pay for an accidental death and dismemberment ("AD&D") insurance policy for Affected Employees with coverage in the amount of One Hundred Thousand Dollars and No Cents ($100,000.00).

SECTION 09.08 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City shall pay the premium for participation in an Employee Assistance Program (EAP) for Affected Employees and their eligible dependents.

SECTION 09.09 STATE DISABILITY INSURANCE

Affected Employees are participants in the state-sponsored short-term disability program at no expense to the City.

SECTION 09.10 DEFERRED COMPENSATION

Affected Employees may, at his/her sole cost and expense, participate in the City's Deferred Compensation Program. The City currently has two plan options under its Deferred Compensation Program: (a) ICMA-RC and (b) the Nationwide Retirement Solutions plans. The City does not provide any matching benefits or other payments toward the Deferred Compensation Program.

SECTION 09.11 FLEXIBLE SPENDING ACCOUNT

Affected Employees shall be eligible to participate in the City's Internal Revenue Code section 125 and 129 Flexible Spending Account plans, which are administered through a vendor selected at the City's sole discretion. The City's FSA plans presently maintain a cap of Five Thousand Dollars ($5,000) for dependent care expenses and Two Thousand Seven Hundred Fifty Dollars ($2,750) for health care expenses, which caps may be adjusted based on revisions to IRS regulations. Employee participation in such plans is voluntary and Affected Employees shall be solely responsible for any desired plan contributions. The City does not provide legal or tax advice to Affected Employees as to whether dependent care and health care expenses are legally tax-deductible to or by him/her.

SECTION 09.12 UNIFORM ALLOWANCE- CHIEF OF POLICE

The Affected Employee in the classification of Chief of Police shall receive an annual uniform allowance of One Thousand Four Hundred Dollars ($1,400) in the second pay period of each July.

SECTION 09.13 SIDEARM – CHIEF OF POLICE

The Affected Employee in the classification of Chief of Police who separates from employment in good standing shall be entitled to purchase his/her duty weapon at fair market value.

SECTION 09.14 UNIFORM REIMBURSEMENT Affected employees in the classifications of Director of Engineering/Building Official and Community Development Director shall receive a one-time reimbursement up to ($200.00) for one (1) pair of safety shoes/boots as required by the City Manager.

SECTION 09.15 BUSINESS RELATED EQUIPMENT

The City shall supply each Affected Employee with a portable laptop computer or tablet (inclusive of office docking station).

SECTION 09.15 AUTOMOBILE ALLOWANCE

The Affected Employees in the classifications of Chief of Police and Director of Engineering/Building Official shall be provided with a vehicle, fuel, and maintenance for City-related and *de minimis* personal use. Any personal use beyond *de minimis* may be subject to the reporting requirements as taxable income, and any applicable taxes shall be the responsibility of the employee to pay and are not paid by the City.

SECTION 09.16 TUITION REIMBURSEMENT

Affected Employees applying for tuition reimbursement shall be initially eligible to receive tuition reimbursement of 20% of an allocated $15,000, provided that such funds are available in the fiscal year such request is made by the Affected Employee. If, at the end of the fiscal year, unencumbered funds are available in the tuition reimbursement account, remaining funds will be used to further reimburse the Affected Employee if accumulated reimbursable educational expenses are in excess of 20% of the total available for that fiscal year. If more than one employee incurs such additional expenses, distribution of the remaining funds will be made equally among said employees until each individual employee has been fully reimbursed, or until the funds have been depleted, whichever comes first.

All courses taken and completed must have prior written approval of the City Manager. Courses must be graduate-level courses and be related to the Affected Employee's employment with the City. Upon completion of each course, the Affected Employee must complete the appropriate City form requesting tuition reimbursement. A passing grade of "C" or better is required, and a copy of the grade and all receipts must be attached. Affected Employees may also be reimbursed for costs of books, tuition, and lab fees for classes.

To be eligible for reimbursement, Employee must submit the request for reimbursement within 60 days of completing the class or coursework or receiving the passing grade. In addition, the institution must be accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

ARTICLE 10
PROFESSIONAL DEVELOPMENT

SECTION 10.01 MEMBERSHIP

The City encourages Affected Employees' continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Manager.

SECTION 10.02 OUT-OF-TOWN MEETINGS & SEMINARS

The City shall reimburse Affected Employees the actual cost for registration, travel, lodging, meals, and other expenses incurred by him/her while attending overnight, out-of-town meetings or seminars related to his/her employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible the Affected Employee must have budgeted funds available for same; provided, however, that the City Manager may, in his or her sole discretion, approve such unbudgeted expenditures if he or she deems it in the best interests of the City.

SECTION 10.03 LOCAL MEETINGS & SEMINARS

The City shall reimburse Affected Employees the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his/her employment with City in accordance with the City's policies for expense reimbursement.

SECTION 10.04 INCIDENTAL EXPENSES

The City shall reimburse Affected Employees the actual cost of those incidental expenses necessarily incurred by him/her while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

SECTION 10.05 APPROVAL BY CITY MANAGER

To be eligible to receive reimbursement for the memberships and travel and other expenses incurred pursuant to this Section 10.0, Affected Employees shall obtain approval of the City Manager or his/her designee.

ARTICLE 11
RETIREMENT

SECTION 11.01 CALPERS

The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and Affected 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 Affected Employee shall pay the entire member contribution required under the City's benefit formula as set forth below.

A. Tier I Miscellaneous (Employees hired prior to January 1, 2011 and determined to be a "classic member" by CalPERS)

1. 2% @ 55 retirement benefit formula
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

B. Tier II Miscellaneous (Employee hired on or after May 1, 2011, and determined to be a "classic member" by CalPERS)

1. 2% @ 55 retirement benefit formula
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

C. Tier III (PEPRA) Miscellaneous (Employees hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04)

1. 2% @ 62 retirement benefit formula
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave
8. Affected 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.

D. Tier I Sworn (Employees hired prior to January 1, 2011 and determined to be a "classic member" by CalPERS)

1. 3% @ 50 for sworn unit members
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

E. Tier II Sworn (Employee hired on or after May 1, 2011, and determined to be a "classic member" by CalPERS)

1. 3% @ 50 for sworn unit members
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

F. Tier III (PEPRA) Sworn (Employees hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04)

1. 2.7% @ 57 for sworn unit members
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave
8. Affected Employees 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

SECTION 11.02 PARS

Pursuant to Government Code §53216, the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan which affords non-sworn employees the retirement benefit commonly referred to as "1% at 55." The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the preceding Section.

A. Non-Sworn Employee Hired Before January 1, 2007

1. Affected Employees shall individually pay a PARS contribution rate of four tenths percent (0.4%) of salary
2. 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

B. Non-Sworn Employees Hired After January 1, 2007

1. Affected Employees shall individually pay a PARS contribution rate of four tenths percent (0.4%) of salary
2. 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

C. Non-Sworn Employees Hired After January 1, 2011

1. Affected 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

2. 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

Affected Employees hired on and after January 1, 2013 shall be ineligible to participate in the PARS program.

SECTION 11.03 RETIREE MEDICAL BENEFITS

Affected Employees 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 Affected Employee remains eligible for CalPERS medical coverage.

For Affected 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.

ARTICLE 12
BONDS AND INDEMNIFICATION

SECTION 12.01 INDEMNIFICATION

To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Affected Employees against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

SECTION 12.02 BONDS

City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of an Affected Employee's services.

ARTICLE 13
TERMINATION AND SEVERANCE

Affected Employees shall be entitled to severance only as provided in this Article 13. Any and all severance rights are conditioned upon and in consideration for execution of a standard agreement of separation, severance, and general release in a form approved by the City Attorney. The severance rights provided for herein shall constitute the sole and only entitlement of an Affected Employee with respect to severance pay in the event of the termination without cause.

SECTION 13.01 NON-SWORN AFFECTED EMPLOYEES

A. Termination Without Cause

By providing a non-sworn Affected Employee at least thirty (30) days' prior written notice thereof, the City may terminate a non-sworn Affected Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event a non-sworn Affected Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then the City shall pay severance in an amount equal to the monthly base salary of the employee then in effect (excluding the value of any other benefits) multiplied by six (6). The severance payment shall not include the monetary value of any benefits, but salary only.

B. Resignation

Should an Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

C. Termination For Cause

The City may terminate a non-sworn Affected Employee for cause at any time by providing non-sworn Affected Employee with five (5) business days' written notice of termination for cause and the facts and grounds constituting such cause. In the event a non-sworn Affected Employee is terminated for cause, as defined in this section below, the City shall have no obligation to pay the severance provided for above.

For the purposes of this Section 13, "cause" for termination shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), (5) conviction of a felony under California law, (6) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, (7) violation of the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules and the Irwindale Police Department policy manual, (8) use or possession of illegal drugs, (9) engaging in conduct tending to bring embarrassment or disrepute to the City, (10) any illegal or unethical act involving personal gain, (11) significant mismanagement of City finances, (12) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, (13) gross misfeasance or gross malfeasance, or (14) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), or 15) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution.

SECTION 13.02 SPECIAL PROCEDURES FOR SWORN AFFECTED EMPLOYEES

With respect to the position of sworn Affected Employees only, in order to comply with the requirements of the Public Safety Officers Procedural Bill of Rights Act (POBRA) (Cal. Gov. Code §3300 *et seq.*), specifically California Government Code section 3304(c), the following termination procedures shall apply. The City Manager or someone acting in the capacity as City Manager may terminate a sworn Affected Employee at any time with or without cause, by providing written notice of the reason(s) and an opportunity for administrative appeal, as provided herein, in accordance with the requirements of the POBRA, including but not limited to Government Code section 3304(c), which states that the City is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. The City Manager's right to terminate a sworn Affected Employee as provided herein shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Except as expressly provided in this Section 12.02, a sworn Affected Employee shall not have any rights provided for the Chief of Police or sworn personnel under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of Chief of Police. Notwithstanding this Section 12.02, sworn Affected Employees shall remain as at-will employees serving at the pleasure of the City Manager

A. Termination Without Cause

By providing a sworn Affected Employee at least thirty (30) days' prior written notice thereof, the City may terminate a sworn Affected Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event a sworn Affected Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then the City shall pay severance in an amount equal to the monthly base salary of the employee then in effect (excluding the value of any other benefits) multiplied by six (6). The severance payment shall not include the monetary value of any benefits, but salary only. Prior to such termination, in order to be eligible for severance as provided in this Section, a sworn Affected Employee must have worked for the City a minimum of six (6) months.

In order to comply with the requirements of California Government Code section 3304(c), termination by the City Manager for a reason other than cause shall be conducted in accordance with the following procedures:

1. The City reserves the right to place Employee on paid administrative leave for all or a portion of the thirty (30) day notice period provided under this Section 12.02.A.

2. Employee may request to appear before the City Council prior to the effective date of the termination to challenge the reasons for the termination or to raise mitigating circumstances regarding the termination but in such event would waive any right to severance pay as provided in this Section 12.02.A.

B. Resignation

Should a sworn Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

C. Termination for Cause

The City may terminate a sworn Affected Employee for cause at any time by providing the employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined the same as in Section 12.01(B) above. For any of the conduct described in this Section constituting cause for termination, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates a sworn Affected Employee for cause, the City shall have no obligation to pay severance. In order to comply with the requirements of California Government Code section 3304(c), a termination by the City Manager of a sworn Affected Employee for cause shall be conducted in accordance with the following procedures:

1. Within five (5) days of receipt of written notice under this Section, a sworn Affected Employee may submit a request in writing to the City Manager for an administrative appeal. Such appeal shall not prohibit or otherwise delay the termination of a sworn Affected Employee prior to the administrative appeal. Failure to timely file such a request shall be deemed to be a waiver of the right to do so.

2. Upon a sworn Affected Employee's written appeal request, the City Manager shall appoint an independent hearing officer to conduct an administrative hearing and issue an advisory decision which shall then be reviewed and considered and either adopted, modified or rejected by City Council. Both the sworn Affected Employee and the City and their respective representatives, if any, shall make reasonable efforts to set an administrative appeal hearing date within thirty (30) days from the City Manager's receipt of the written appeal request. Pursuant to Government Code section 3304(c) and for purposes of this subdivision, the removal of a sworn Affected Employee for the purpose of implementing the goals or policies, or both, of the City, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons" for the sworn Affected Employee's termination in addition to those reasons constitution cause for termination.

3. At the administrative appeal hearing, the independent hearing officer shall be presented with both the information and documents on which the City based its decision to terminate as well as any information and documents on which the City based its decision to terminate for cause as well as any information and documentation that the sworn Affected Employee chooses to submit to challenge the City's information and documents to raise mitigating circumstances for consideration by the independent hearing officer.

4. Within thirty (30) days of completing the hearing, the independent hearing officer shall issue an advisory decision in writing to the City Council determining whether the sworn Affected Employee was properly terminated and whether there was sufficient "cause" to justify not paying severance under the terms of this Resolution unless severance was already tendered. Following City Council's review and consideration of the advisory decision, the sworn Affected Employee shall be notified in writing as to whether the advisory decision will be upheld,

modified or rescinded.

SECTION 13.03 LIMITATION ON SEVERANCE (GOVERNMENT CODE §53260)

This Resolution does not create a defined term of employment for any Affected Employee, but in the event this resolution is construed by a court of law to have a fixed term, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to an Affected Employee shall be reduced in the amount necessary to comply with such statute. (Government Code section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in Section 5.1(b).)

EXHIBIT A
UNCLASSIFIED MANGEMENT SALARY SCHEDULE
EFFECTIVE DECEMBER 12, 2021

Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
Assistant City Manager	1	12/12/2021	Bi-Weekly	81	6,360.92	6,679.00	7,012.92	7,363.58	7,731.77
			Monthly		13,782	14,471	15,195	15,954	16,752
			Annual		165,384	173,654	182,336	191,453	201,026
Chief of Police	1	12/12/2021	Bi-Weekly	85	7,161.73	7,336.38	7,895.81	8,290.58	8,705.12
			Monthly		15,517	15,896	17,108	17,963	18,861
			Annual		186,205	190,746	205,291	215,555	226,333
Director of Engineering/Building Official	1	12/12/2021	Bi-Weekly	80	6,205.81	6,516.08	6,841.88	7,184.00	7,543.19
			Monthly		13,446	14,118	14,824	15,565	16,344
			Annual		161,351	169,418	177,889	186,784	196,123
Finance Director/City Treasurer	1	12/12/2021	Bi-Weekly	79	6,054.42	6,357.15	6,675.00	7,008.77	7,359.19
			Monthly		13,118	13,774	14,463	15,186	15,945
			Annual		157,415	165,286	173,550	182,228	191,339
Community Development Director	1	12/12/2021	Bi-Weekly	78	5,906.77	6,202.12	6,512.19	6,837.81	7,179.73
			Monthly		12,798	13,438	14,110	14,815	15,556
			Annual		153,576	161,255	169,317	177,783	186,673
Public Services Director	1	12/12/2021	Bi-Weekly	74	5,351.23	5,618.81	5,899.73	6,194.73	6,504.46
			Monthly		11,594	12,174	12,783	13,422	14,093
			Annual		139,132	146,089	153,393	161,063	169,116

EXHIBIT B

UNCLASSIFIED MANGEMENT SALARY SCHEDULE

EFFECTIVE FIRST FULL PAYROLL ON OR AFTER JULY 01, 2022 (3% COLA)

Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
Assistant City Manager	1	7/10/2022	Bi-Weekly	81	6,552.12	6,879.69	7,223.69	7,584.88	7,964.12
			Monthly		14,196	14,906	15,651	16,434	17,256
			Annual		170,355	178,872	187,816	197,207	207,067
Chief of Police	1	7/10/2022	Bi-Weekly	85	7,377.08	7,745.92	8,133.23	8,539.88	8,966.88
			Monthly		15,984	16,783	17,622	18,503	19,428
			Annual		191,804	201,394	211,464	222,037	233,139
Director of Engineering/Building Official	1	7/10/2022	Bi-Weekly	80	6,392.31	6,711.92	7,047.50	7,399.88	7,769.88
			Monthly		13,850	14,543	15,270	16,033	16,835
			Annual		166,200	174,510	183,235	192,397	202,017
Finance Director/City Treasurer	1	7/10/2022	Bi-Weekly	79	6,236.38	6,548.19	6,875.62	7,219.38	7,580.38
			Monthly		13,512	14,188	14,897	15,642	16,424
			Annual		162,146	170,253	178,766	187,704	197,090
Community Development Director	1	7/10/2022	Bi-Weekly	78	6,084.27	6,388.50	6,707.92	7,043.31	7,395.50
			Monthly		13,183	13,842	14,534	15,261	16,024
			Annual		158,191	166,101	174,406	183,126	192,283
Public Services Director	1	7/10/2022	Bi-Weekly	74	5,512.08	5,787.65	6,077.04	6,380.88	6,699.92
			Monthly		11,943	12,540	13,167	13,825	14,517
			Annual		143,314	150,479	158,003	165,903	174,198

EXHIBIT C

UNCLASSIFIED MANGEMENT SALARY SCHEDULE

EFFECTIVE FIRST FULL PAY PERIOD ON OR AFTER JULY 01, 2023 (3% COLA)

Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
Assistant City Manager	1	7/9/2023	Bi-Weekly	81	6,748.65	7,086.12	7,440.42	7,812.42	8,203.04
			Monthly		14,622	15,353	16,121	16,927	17,773
			Annual		175,465	184,239	193,451	203,123	213,279
Chief of Police	1	7/9/2023	Bi-Weekly	85	7,598.38	7,978.31	8,377.23	8,796.08	9,235.88
			Monthly		16,463	17,286	18,151	19,058	20,011
			Annual		197,558	207,436	217,808	228,698	240,133
Director of Engineering/Building Official	1	7/9/2023	Bi-Weekly	80	6,584.08	6,913.27	7,258.92	7,621.88	8,002.96
			Monthly		14,266	14,979	15,728	16,514	17,340
			Annual		171,186	179,745	188,732	198,169	208,077
Finance Director/City Treasurer	1	7/9/2023	Bi-Weekly	79	6,423.46	6,744.65	7,081.88	7,436.00	7,807.77
			Monthly		13,918	14,613	15,344	16,111	16,917
			Annual		167,010	175,361	184,129	193,336	203,002
Community Development Director	1	7/9/2023	Bi-Weekly	78	6,266.81	6,580.15	6,909.15	7,254.62	7,617.35
			Monthly		13,578	14,257	14,970	15,718	16,504
			Annual		162,937	171,084	179,638	188,620	198,051
Public Services Director	1	7/9/2023	Bi-Weekly	74	5,677.42	5,961.31	6,259.35	6,572.31	6,900.92
			Monthly		12,301	12,916	13,562	14,240	14,952
			Annual		147,613	154,994	162,743	170,880	179,424

CC Item 1K

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Consideration of Resolutions Amending the Classification and Compensation Plans

City Manager's Recommendation:

1) Adopt Resolution No. 2021-123-3245 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING NEW JOB CLASSIFICATIONS AND ASSOCIATED JOB SPECIFICATIONS, FREEZING, UNFREEZING, ELIMINATING CERTAIN JOB CLASSIFICATIONS, APPROVING UPDATES TO AN EXISTING JOB SPECIFICATION, AND APPROVING THE RECLASSIFICATION OF CERTAIN EMPLOYEES";

2) Adopt Resolution No. 2021-117-3239 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE BENEFITS FOR UNREPRESENTED UNCLASSIFIED NONPERMANENT AND PERMANENT PART-TIME AT-WILL CITY EMPLOYEES";

3) Adopt Resolution No. 2021-126-3248 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES, AND APPROVING AN APPROPRIATION OF FUNDS FOR SALARY ADJUSTMENTS FOR FISCAL YEAR 2021-2022 FOR UNREPRESENTED UNCLASSIFIED NONPERMANENT AND PERMANENT PART-TIME AT-WILL POSITIONS".

Administrative Action:

Submitted by:

William K. Tam, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

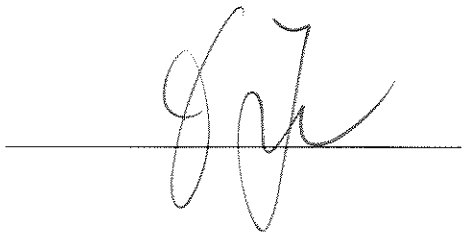
Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Jeanette Duran, Interim Finance Director/ City Treasurer

Approved by:

William K. Tam, City Manager



Background and Analysis

Article VIII, Section 803 of the City Charter authorizes the City Council to establish, by resolution, a classification plan, salaries, and other forms of compensation for all City employees.

A. Classification Updates Resolution (Resolution No. 2021-123-3245)

1. *Reclassification Recommendations From Consultant*

On April 28, 2021, the City retained Ralph Andersen & Associates to conduct a compensation study of all full-time and part-time City employee job classifications. In addition, a classification analysis was performed on certain classifications to ensure the duties performed by employees are within their current job specification. Based on the analysis performed by the consultant, the following reclassifications are being proposed to more accurately reflect the level and scope of work being performed:

Police Lieutenant to Police Captain
Departmental Aide to Senior Center Leader

The vacated lieutenant's position will be filled through internal recruitment. This adjustment and realignment in the police administration will create proper oversight that conforms to industry standards and best practices. The Departmental Aide classification will be eliminated.

There are additional reclassification recommendations for ICEA represented employees, which are not being presented on December 12, 2021 and will be brought forward for approval at the conclusion of negotiations with the ICEA.

2. *Additional Classification Updates*

- *Public Information Office/Economic Development Division*

Currently the Public Information Office, a division within the Administration department, consists of the Assistant to the City Manager and a part-time Office Specialist position. With the expansion of the Public Information Office, the City has determined a need for a higher-level role to perform support duties related to media, press releases, community relations and the City's web and social media presence – the COVID-19 pandemic only furthered the City's commitment to timely and necessary communication with the Irwindale community. This role would be performed by the newly created part-time Communications Specialist classification.

Additionally, the part-time Communications Specialist will provide marketing support for the Economic Development Division with business attraction and business retention and expansion efforts. Freezing the part-time Office Specialist position, which is currently vacant, and creating a new part-time Communications Specialist, will provide the support needed to ensure timely and necessary communication with the community and support for the City's economic development efforts.

- *Human Resources and Risk Management*

The Resident Benefit and Resident ID programs were recently transferred to the Human Resources and Risk Management department in order to more closely align similar functions within the same department and which will facilitate a more efficient and effective delivery of services to the community. Based on the transfer of these programs to the Human Resources and Risk Management department, staff recommends the creation of a Benefits Administrator classification. This newly created position will have full administrative responsibility for both the resident benefit programs and Resident ID program, in addition to other higher level duties related to employee benefits.

If approved, the current Senior Human Resources Risk Management Analyst will be reclassified to the newly created Benefits Administrator Coordinator position, effective December 12, 2021.

3. *Job Specifications (for part-time Communications Specialist, Benefits Administrator, and Senior Center Manager)*

In addition to the proposed personnel changes outlined above, Resolution No. 2021-123-3245 includes the newly created job specification for the newly created Communications Specialist and Benefits Administrator classifications, as well as an updated job specification for the Senior Center Manager position.

4. *The City Met and Conferred with IMEA*

The Police Lieutenant, Senior Center Manager, and Senior Human Resources/ Risk Management Analyst are represented positions in the Management bargaining unit represented by the Irwindale Management Employees' Association ("IMEA"). The City and IMEA met and conferred regarding the changes outlined above and included in Resolution No. 2021-123-3245.

B. Compensation and Benefit Resolutions

The City's Compensation Resolution has been updated periodically as a result of personnel adjustments, benefit changes, and/or compensation adjustments. It was most recently updated July 14, 2021, through the City Council's adoption of Compensation Resolution No. 2021-53-3265.

The Compensation Resolution presently consists of: 1) the compensation ranges for all City classifications and 2) the benefits for the City's unprepresented part-time classifications. Staff recommends splitting this resolution into two separate resolutions: one dealing only with the benefits for the City unrepresented part-time classifications and the other dealing only with the compensation levels for all City classifications.

1. *Unrepresented Part-time Employee Benefits (Resolution No. 2021-117-3239)*

Resolution No. 2021-117-3239 would only pertain to benefits for unrepresented part-time employees. No changes to benefits for unrepresented part-time employees would be made from the current status quo. This resolution is effectively the product of removing the salary tables and salary information from the City's current Compensation Resolution.

2. *Compensation For All City Classifications (Resolution No. 2021-126-3248*)

Resolution No. 2021-126-3248 would set forth the current compensation ranges, position titles, and number of positions for all City classifications. The list of classifications and salary ranges would be depicted in exhibit tables attached to the resolution. (Exh. A shows compensation

effective July 11, 2021; Exh. B shows compensation effective December 12, 2021.) This resolution would meet the requirements for a publicly available pay schedule as required by CalPERS. (2 C.C.R. §570.5.)

The list of classifications in the exhibits to Resolution No. 2021-126-3248 reflect the following key changes:

1. Implementation of reclassifications as discussed above:

Reclassifications	
Current Classification Title	**Proposed Classification Title**
Police Lieutenant	Police Captain
Departmental Aide	Senior Center Leader
Senior Human Resources/Risk Management Analyst	Benefits Administrator

2. Classifications to be frozen and unfunded:
   - The existing at-will, unrepresented, unclassified nonpermanent part-time Office Specialist position would become frozen and unfunded.
   - The existing represented, classified Senior Human Resources/ Risk Analyst position would be frozen and unfunded.

3. Classification to be eliminated:
   - The existing at-will, unrepresented, unclassified permanent part-time Departmental Aide position would be eliminated.

4. Classifications to be created:
   - The at-will, unrepresented unclassified nonpermanent part-time Communications Specialist position would be created and funded.
   - The represented, classified full-time Benefits Administrator position would be created and funded.

The exhibits in Resolution No. 2021-126-3248 also reflect the following key changes pertaining to compensation levels:

5. Adjustment of the base salary of IMEA represented positions retroactive to July 11, 2021. New base salaries would be based on the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report set to the adjusted 50th percentile, rounding to nearest highest range.

6. Adjustment of the base salary of IMEA represented positions effective as of December 12, 2021. New base salaries would be based the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report set to the unadjusted 50th percentile, rounding to nearest highest range. IMEA represented employees will move from a 38-hour work week to a 40-hr work week.

7. Adjustment of the base salary of unclassified management employees effective as of December 12, 2021. New base salaries would be based on the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report set to the unadjusted 50th percentile, rounding to nearest highest range. Directors will move from a 38-hour work week to a 40-hr work week.

8. Adjustment of the base compensation of at-will, unrepresented, unclassified nonpermanent part-time and permanent part-time employees effective as of December 12, 2021. New base compensation would be based on the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report set to the 50th percentile.

Compensation adjustments for ICEA and IPOA represented classifications are not being presented at this time and will be brought forward for Council consideration at the conclusion of negotiations with those associations. At that time, Council would also consider amending the tables in Exh. A and Exh. B of Resolution No. 2021-126-3248 to reflect those compensation adjustments for ICEA and IPOA represented classifications.

Fiscal Impact:

Classifications

The total additional annual cost for the reclassified Police Captain, Benefits Administrator, Senior Center Leader, and Communications Specialist (currently vacant) is as follows:

Job title	General Fund	Mining Impact Fund	Total
Police Captain	$304,959		$304,959
Benefits Administrator	$19,274	$4,818	$24,092
Communications Specialist	$3,702		$3,702
Senior Center Leader	$11,713		$11,713
Total	**$339,648**	**$4,818**	**$344,466**

As these changes are recommended to take place effective December 12, 2021, the additional cost for FY 2021-2022 is prorated for the remainder of the fiscal year, for an additional cost of approximately $175,812.

These positions are funded by the General Fund and Mining Impact Fund, and therefore the $175,812 is distributed as follows:

General Fund	$ 173,032
Mining Impact Fund	$ 2,780
Total	$ 175,812

A budget appropriation for the amounts listed above, totaling $175,812 is necessary to cover the prorated amount for salary for the remainder of this fiscal year.

Salary Adjustments

The fiscal analysis provided in the agenda report to approve the Tentative Agreement for Successor Memorandum of Understanding with the IMEA includes the base salary adjustments reflected in this resolution for all IMEA represented positions. The fiscal analysis provided in the agenda report to approve the Salary and Benefits for Unclassified Management employees includes the base salary adjustments reflected in this resolution for unclassified management positions. The cost of base salary adjustments for all unaffiliated and/or unrepresented unclassified at-will nonpermanent and permanent part-time positions is projected at $136,460. A budget appropriation for FY 2021-22 in the amount of $136,460 from the General Fund is necessary to cover the cost of these adjustments.

Attachments: Resolution No. 2021-123-3245
Resolution No. 2021-117-3239
Resolution No. 2021-126-3248

RESOLUTION NO. 2021-123-3245

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING NEW JOB CLASSIFICATIONS AND ASSOCIATED JOB SPECIFICATIONS, FREEZING, UNFREEZING, ELIMINATING CERTAIN JOB CLASSIFICATIONS, APPROVING UPDATES TO AN EXISTING JOB SPECIFICATION, AND APPROVING THE RECLASSIFICATION OF CERTAIN EMPLOYEES

WHEREAS, Article VIII, Section 800 of the City Charter authorizes the City Council to designate miscellaneous and safety employee positions from time to time; and

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

WHEREAS, Section 2.05 of the City of Irwindale Personnel Rules, as adopted by the City Council in Resolution No. 2015-31-2760 on June 24, 2015, states that the Personnel Officer shall determine the duties and responsibilities of all City positions for inclusion in a Classification Plan, which shall be adopted by the City Council; and

WHEREAS, on April 28, 2021, the City retained Ralph Andersen & Associates to conduct a compensation study of all full-time and part-time City employee job classifications; and

WHEREAS, results of the compensation study were presented to City Council on November 10, 2021 for receive and file; and

WHEREAS, Ralph Andersen & Associates also reviewed certain job classifications and associated job specifications, which resulted in the recommendation of the reclassification of certain employees to new job classifications which more closely align with the actual work being performed; and

WHEREAS, based on the recommendation provided by Ralph Andersen & Associates, the City desires to eliminate the unaffiliated and/or unrepresented unclassified at-will permanent part-time Departmental Aide position and fund an unaffiliated and/or unrepresented unclassified at-will permanent part-time Senior Center Leader position; and

WHEREAS, based on the recommendation provided by Ralph Andersen & Associates, the City desires to fund the represented, classified full-time Police Captain position; and

WHEREAS, in order to support the needs of the Public Information Office and Economic Development division, the City desires to establish a new unaffiliated and/or unrepresented unclassified at-will nonpermanent part-time Communications Specialist position and approve and adopt the associated job specification; and

WHEREAS, the City desires to freeze and defund the unaffiliated and/or unrepresented unclassified at-will nonpermanent part-time Office Specialist position; and

WHEREAS, the Resident Benefit and Resident ID programs have been transferred to the Human Resources and Risk Management department in order to more closely align similar functions within the same department, which will facilitate a more efficient and effective delivery of services to the community; and

WHEREAS, the City desires to establish and fund a new classified, represented full-time Benefits Administrator position and approve and adopt the associated job specification; and

WHEREAS, the City desires to freeze and defund the classified, represented full-time Senior Human Resources/Risk Management Analyst position, and

WHEREAS, the City desires to implement a change in the existing Senior Center Manager job specification in order to provide a current and accurate description of the various duties and performed and qualifications desired; and

WHEREAS, the City has met and conferred with the representatives of the affected employee organization (IMEA) regarding the proposed actions herein, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 *et seq.*); and

WHEREAS, concurrently herewith, the City intends to adopt Resolution No. 2021-126-3248to replace Resolution No. 2021-23-3265, to reflect the current compensation ranges, position titles, and number of positions for all City classifications.

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

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

SECTION 2. The unaffiliated and/or unrepresented unclassified permanent part-time at-will Departmental Aide position is eliminated.

SECTION 3. An unaffiliated and/or unrepresented unclassified permanent part-time Senior Center Leader is ordered funded.

SECTION 4. The represented, classified full-time Police Captain position is hereby unfrozen and ordered funded.

SECTION 5. The new unaffiliated and/or unrepresented unclassified at-will nonpermanent part-time Communications Specialist position is hereby established and ordered funded. The City Council hereby approves and adopts the associated job specification attached hereto as Exhibit A.

SECTION 6. The represented, classified full-time Benefits Administrator position is hereby established and ordered funded. The City Council hereby approves and adopts the associated job specification attached hereto as Exhibit B.

SECTION 7. The unaffiliated and/or unrepresented unclassified at-will classification of nonpermanent part-time Office Specialist and represented, classified full-time Senior Human Resources/Risk Management Analyst are hereby frozen and defunded.

SECTION 8. The updated job specification for the Senior Center Manager attached hereto as Exhibit C, is hereby approved and adopted.

SECTION 9. A budget appropriation in the amount of $175,812 is hereby approved, to cover the prorated amount for salary and benefits for the Police Captain, Benefits Administrator, Senior Center Leader, and Communications Specialist for the remainder of this fiscal year. The $175,812 amount shall be funded by allocations from the following:

General Fund	$ 173,032
Mining Impact Fund	$ 2,780
Total	$ 175,812

SECTION 10. This resolution shall be effective on December 8, 2021. The Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 8th day of December, 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura Nieto, Deputy City Clerk

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

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-123-3245 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 8th day of December, 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto, Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE

COMMUNICATIONS SPECIALIST

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

SUMMARY DESCRIPTION

Under general supervision, assists in performing paraprofessional administrative work related to the City's public information, economic development platforms and outreach programs; assists in preparing and disseminating informational materials to the public and news media; assists in preparing marketing publications concerning City services, activities, programs, events and functions; performs a variety of responsible and confidential economic development and administrative duties; performs other related work as required.

REPRESENTATIVE DUTIES

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

1. Researches, drafts for approval, and disseminates timely and accurate City related information to the public through various outlets including, but not limited to, social media, email notifications, press releases, newsletters, articles, special presentations, reports, and other related channels.
2. Assists in the development and implementation of a comprehensive communications program for the City which identifies audiences, messages, communications tools, and evaluation measures.
3. Monitors and updates the various City related social media accounts, pages, and groups on all applicable platforms.
4. Evaluates and measures mobile and social media program success and impact; monitors trends in social media tools, trends, applications and appropriately applies that knowledge to increasing the use of social media for the City.
5. Assists in the research, design, implementation and monitoring of programs encouraging economic development activities related to business attraction, expansion, retention and development.
6. Represents the City at assigned meetings, functions, or events as assigned while fostering positive relationships with partner agencies, community groups, non-profit organizations, and the community.
7. Assists in coordinating events for the City, including, but not limited to, event logistics, registration, attendee tracking, presentation and materials support, and pre- and post-event evaluations.
8. Researches and recommends new and alternative ways to maximize public outreach to enhance community outreach and engagement and increase public awareness of City happenings.
9. Maintains and updates the City's community calendar with timely, accurate and detailed information; works collaboratively with partner agencies to ensure all City related events are relayed to the public.
10. Assists in developing multi-media presentations as required, including PowerPoint slide shows, displays and photographic exhibits.
11. Develops, edits, and designs all City promotional items, event flyers, social media graphics and other materials as required.

12. Assists with receiving visitors and telephone calls; provides information and handles issues that may require sensitivity and use of sound independent judgment; assists with responding to requests for information and complaints referring matters to appropriate City staff.
13. Maintains archives of press articles related to City news; tracks media response along with a variety of indicators (e.g. positive, negative, message portrayed, etc.); prepare report of results for City leadership as assigned.
14. Assists with directing incoming mail and email communications; determines the priority level and routes incoming correspondence, reports, requests, and instructions; handles or refers matters as directed.
15. Performs other related duties as assigned.

QUALIFICATIONS

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

Knowledge of:

Techniques and methods used in the development and evaluation of communications.
Principles and practices of research, journalism, graphic design, layout and production.
Fundamentals of photography, video-photography and cable-casting.
Software applications including graphics and desktop publishing systems.
Interviewing techniques, communications, media services and resources.
Organization, services and functions of municipal government.
Pertinent federal, state, and local laws, codes and regulations.
Principles of business letter writing.
English usage, spelling, grammar, and punctuation. Principles of effective public relations.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Develop, organize, and coordinate a communications program.
Communicate effectively, both orally and in writing.
Gather and verify news information through interview, observation and research.
Analyze administrative problems, evaluate alternatives and make creative recommendations.
Advise on most effective techniques of information dissemination.
Exercise judgment in release of information; give information rapidly, accurately and tactfully.
Prepare press releases, news articles, presentations, reports and other written materials in a timely manner.
Prepare and present a variety of communications materials. Write and edit newsletters and news releases.
Prepare flyers and reports; prepare and give presentations; edit materials for proper punctuation and grammar.
Establish and maintain effective working relationships with City officials, employees, the public and news media.
Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
Coordinate activities with other divisions and City departments.

Operate a personal computer and applicable software including graphics and desktop publishing systems.
Provide excellent customer service.

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

Education/Training:
Graduation, or near completion, from an accredited college or university with the equivalent to a Bachelor's degree with major coursework in Public Relations, Journalism, Communications, Marketing, or a closely related field.

Experience:
One year of progressively responsible experience involving the development and coordination of public affairs, public information, community outreach and social media marketing; or an equivalent combination of training and experience.

License or Certificate:
Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

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

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

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

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

Date: December 2021

EXHIBIT B

CITY OF IRWINDALE

BENEFITS ADMINISTRATOR

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

SUMMARY DESCRIPTION

Under administrative direction, plans, organizes, and administers employee and resident benefit programs including the resident ID program; independently performs complex administrative duties in support of assigned programs; monitors and evaluates programs and negotiates proposed plans and contracts; audits benefits plans, ensures compliance with benefit provisions of the Memoranda of Understanding for represented employees and Salary Resolutions for non-represented groups and federal and state law, oversees employee leave of absence program; performs related duties as assigned.

REPRESENTATIVE DUTIES

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

1. Develops, plans, and implements policies and procedures related to employee and resident benefit programs in accordance with local, state, and federal regulations.
2. Develops, plans, and implements policies and procedures related to the resident ID program in accordance with local, state, and federal regulations.
3. Administers and assists with procedure and policy changes internally and with vendors.
4. Acts as liaison between insurance providers, residents, employees, and retirees, in person or over the telephone. Resolves insurance coverage and benefit administration problems. Works closely with residents, employees, and carriers to resolve billing and enrollment related issues.
5. Develops, evaluates, recommends, administers and communicates benefit programs and policies, such as the benefit summaries, and retirement and open enrollment guides.
6. Interprets and explains benefits plan requirements and procedures to residents, employees, and beneficiaries; serves as liaison and advocate with external plan administrators to resolve benefits concerns and coverage/payment problems in the best interests of the residents, employees and the City.
7. Administers employee leaves of absence in compliance with all federal and state legal statues.
8. Conducts employee orientations; prepares documents, conducts benefits orientation, explains policies and procedures, and enrolls new employees in applicable systems.
9. Assists employees with retirement matters; explains retirement benefits and options, retiree medical contributions, and social security and Medicare programs.
10. Participates in the employee exit process; prepares exit documents, conducts exit interviews; updates payroll and CalPERS systems.
11. Monitors, analyzes and prepares detailed reports on existing and proposed legislation, existing regulations, municipal codes and other documents and statutes related to the benefit processes.
12. Develops monitoring controls, regulations, reporting procedures and forms. Monitors benefits costs and makes recommendations regarding plan design and cost containment measures.

13. Oversees and monitors the service performance of various third-party administrators, such as CalPERS, PARS, and life and disability insurance carriers.
14. Serves as liaison with the California Public Employees' Retirement Systems (CalPERS) regarding contract issues and analyzes and interprets the contract.
15. Maintains highly confidential information in accordance with HIPAA standards.
16. Supervises the maintenance of health plan data and records on computer systems and files.
17. Develops plans to implement new legislation related to benefit compliance (e.g., Affordable Care Act) and leaves of absences (e.g., Paid Sick Leave), including city-wide training on benefits topics.
18. Assists in assembling and preparing the annual budget for areas of assignment; monitors expenditures against budget; prepares purchase requisitions and requests for payment.
19. Participates in the selection of staff; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline procedures.
20. Manages the City's summer youth work program; prepares application packets, communicates with departments to determine open placements, coordinates interviews, and conducts orientation.
21. Develops and implements recruitment and selection plans and schedules; may act as coordinator in the assignment and review of assigned recruitments; coordinates pre-employment background checks; receives confidential information on all candidates for employment and maintains recruitment files.
22. Provides complex analytical and professional level assistance to the Human Resources/Risk Manager; maintains records and documentation for the preparation of narrative and/or statistical reports; tabulates information, analyzes and prepares statistical reports; assists in the performance of complex administrative tasks, utilizing judgment, tact and confidentiality in the application of policy.
23. Performs related duties as required.

QUALIFICATIONS

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

Knowledge of:

Practices, methods and techniques of benefits program administration, including eligibility determination, enrollment, claims processing, benefits reporting and insurance/benefits plan record-keeping.

ACA, COBRA, California Public Employees' Retirement System (CalPERS) and Public Agency Retirement Services (PARS) programs.

Federal, state and local laws and regulations governing the administration of Section 125 benefits plans and maintenance of plans/employee records.

The Health Insurance Portability and Accountability Act (HIPAA) and its application to health benefits administration.

Standard benefits plan contract and coverage provisions and requirements.

Business mathematics.

Advanced methods and techniques used in conducting research and analyzing data.

Advanced principles, laws and procedures of benefit administration.

Business letter writing and report preparation.

Principles and procedures of record keeping.

Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, databases, and other specialized applications related to area of assignment.

Pertinent federal, state, and local laws, codes, and ordinances.
English usage, spelling, grammar, and punctuation.

Ability to:

Analyze and interpret laws, ordinances, rules, and regulations relating to various types of employee benefit programs.
Analyze benefit policies affecting resident and employee benefit programs and prepare related reports and recommendations.
Demonstrate initiative in the satisfactory research, follow-up and resolution of insurance related issues.
Negotiate, prepare and manage benefit contracts.
Provide professional human resources management services independently in the absence of supervision.
Evaluate the costs and benefits of alternative insurance programs.
Prepare clear, concise and accurate reports, correspondence and other written materials.
Understand, interpret and apply human resources theory, applicable policies, procedures, laws, and regulations.
Identify and respond to employee and resident inquiries, complaints, concerns and needs.
Conduct salary, benefit and classification surveys and prepare reports.
Effectively supervise employees; review and evaluate employees' job performance.
Think independently and make decisions in the absence of supervision.
Interpret and apply applicable federal, state, and local laws, codes, and regulations.
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Participate in researching, compiling, analyzing, and interpreting data.
Research files and prepare statistical reports and analyses.
Establish and maintain a variety of specialized files and records.
Learn and effectively utilize various software applications.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

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

Education/Training:

Bachelor's degree from an accredited college or university with major course work in human resources, public administration, business administration, organizational development, or a related field.

Experience:

Five years of progressively responsible human resources experience, preferably in a municipal setting. Supervisory experience and direct experience in the administration of benefit programs.

License or Certificate:

Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

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

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

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

Date: December 2021

EXHIBIT C

CITY OF IRWINDALE

SENIOR CENTER MANAGER

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

SUMMARY DESCRIPTION

Under administrative direction, plans, organizes, manages, supervises, and evaluates senior recreation programs including classes, special events, and senior nutrition programs; operates senior center facilities on a year-round basis; and does related work as required.

REPRESENTATIVE DUTIES

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

1. Assumes management responsibility for assigned services and activities of the Senior Center including senior center programs, events, activities, and facilities.
2. Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned facilities and programs of the senior center; evaluates program effectiveness and implements improvements to service delivery methods.
3. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, within departmental policy, appropriate service and staffing levels.
4. Supervises the operation of programs and activities under area of responsibility; recommends new or improved programming as necessary.
5. Selects, trains, motivates, and evaluates full time staff, part-time staff, and volunteers; plans, organizes, and reviews the work of contractors; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
6. Oversees the facilities and activities of the senior center; ensures that programs and activities are in compliance with applicable laws and regulations; coordinates facility and equipment maintenance and repairs; ensures that the site is maintained in a clean, safe, orderly, and secure condition.
7. Develops and administers the senior center budget; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; recommends adjustments as necessary.
8. Coordinates community outreach programs and collaborates with representatives of other public, non-profit, and private organizations, including school districts and community groups.
9. Maintains kitchen facilities following Los Angeles County Public Health guidelines; ensures that staff adheres to food handling practices.
10. Serves as a liaison to various boards and commissions; prepares the Senior Association Club's monthly agenda.

    Provides responsible staff assistance to the Public Services Director; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to programs, policies, and procedures as appropriate.
11. Prepares various reports and correspondence; prepares and presents staff reports and other necessary correspondence.

12. Maintains senior center website and activity calendars.
13. Responds to and resolves difficult and sensitive inquiries and complaints from participants and the general public.
14. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of community services.
15. May be required to drive van to deliver meals and transport seniors.
16. Performs related duties as required.

QUALIFICATIONS

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

Knowledge of:

Principles and practices of program development, implementation, administration, and evaluation.
Operations, services, and activities of a senior center program.
Principles of supervision, training, and performance evaluation.
Principles and practices of budget preparation and control.
Principles and practices of record keeping and reporting.
Principles of business letter writing and basic report preparation.
Principles of supervision, training, and performance evaluation.
Techniques of public relations and customer service practices.
Standard program evaluation methods.
Methods and techniques of first aid and CPR.
Appropriate safety precautions and procedures within the area of assignment.
Modern office procedures, methods and equipment including computers and applicable software applications.
Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Oversee and participate in the management of a comprehensive senior center services program.
Design, develop, and implement senior center programs suited to the needs of the community.
Oversee, direct, and coordinate the work of lower level staff.
Select, supervise, train, and evaluate staff.
Participate in the development and administration of division goals, objectives, and procedures.
Prepare and administer large program budgets.
Plan, supervise, coordinate, and evaluate a senior recreation program.
Analyze and evaluate community needs and work with community organizations to develop programs.
Interpret, apply, and explain policies, procedures, and regulations.
Maintain facilities in a clean, safe, and secure manner.
Prepare clear and concise reports and correspondence.
Oversee and participate in the maintenance of records.
Operate office equipment including computers and applicable software applications.
Respond to emergency situations and administer first aid or CPR as necessary.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

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

Education/Training:
A Bachelor's degree from an accredited college or university with major course work in gerontology, human services, public administration, business administration, or related field.

Experience:
Five years of increasingly responsible experience administering a variety of leisure and social service programs, including two years of administrative and supervisory responsibility.

License or Certificate:
Possession of an appropriate, valid driver's license.
Possession of certification in basic first aid and CPR.
Possession of, or ability to obtain a valid Food Handler Certificate within 30 days.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office and senior center environment; travel to different locations; incumbents may be required to work extended hours including evenings and weekends.

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

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

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

Date: November 2016
Updated: December 2021

RESOLUTION NO. 2021-117-3239

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE BENEFITS FOR UNREPRESENTED UNCLASSIFIED NONPERMANENT 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, a number of unaffiliated and/or unrepresented unclassified at-will nonpermanent and permanent part-time employees rely on the City Council to provide an appropriate compensation and benefit system; and

WHEREAS, to facilitate administration and in accordance with applicable laws and regulations, the City Council desires to adopt Resolution No. 2021-117-3239, establishing the benefits for at-will part-time City employees, and to supersede Resolution No. 2021-53-3265.

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

SECTION 1. Applicability to other Governing Documents.

This Resolution shall supersede Resolution No. 2021-53-3265. 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 2. Compensation Schedules.

The compensation ranges for unaffiliated and/or unrepresented unclassified at-will nonpermanent and permanent part-time employees shall be as reflected in the City's then-current Compensation Resolution.

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 pay back 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 request 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 Nonpermanent Part-Time Employees.

Unless otherwise stated herein, the benefits for all at-will nonpermanent 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 nonpermanent 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 nonpermanent 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, nonpermanent part-time employees are eligible to accrue sick leave beginning with their first day of employment or July 1, 2015, whichever is later.

2. Nonpermanent part-time employees shall accrue one (1) hour of paid leave for every thirty (30) hours worked, not to exceed a maximum cap of 48 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 nonpermanent part-time employee's base hourly wage rate.

3. Nonpermanent 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. Nonpermanent part-time employees are only permitted to use a maximum of three (3) days or twenty-four (24) hours, whichever is greater, of accrued sick leave per calendar year. Sick leave must be used in two (2) hour minimum increments.

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

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

6. If a nonpermanent 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. Nonpermanent part-time employees shall provide reasonable advance notification of their need to use accrued paid sick leave 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.

C. BILINGUAL BONUS PAY. Unaffiliated and/or unrepresented unclassified at-will nonpermanent 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 nonpermanent 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.

SECTION 6. Certification.

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

PASSED, APPROVED AND ADOPTED this 8th day of December 2021.

_____
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. 2021-117-3239 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 8th day of December 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, Chief Deputy City Clerk

RESOLUTION NO. 2021-126-3248

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES, AND APPROVING AN APPROPRIATION OF FUNDS FOR SALARY ADJUSTMENTS FOR FISCAL YEAR 2021-2022 FOR UNREPRESENTED UNCLASSIFIED NONPERMANENT AND PERMANENT PART-TIME AT-WILL POSITIONS

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, Section 2.25 of the City's Personnel Rules states that the Personnel Officer shall prepare an annual salary resolution that establishes the minimum through maximum salary rates of pay for employee classifications, which shall be adopted by the City Council; and

WHEREAS, the City Council adopted Resolution No. 2021-53-3265 on July 14, 2021, which established the number of positions, schedule of classes, compensation, and benefits for City employees; and

WHEREAS, the City's labor relations representatives and IMEA representatives have successfully met and conferred to negotiate a successor MOU and have jointly prepared, for the City Council's consideration concurrently herewith, a Tentative Agreement for successor MOU for the period July 1, 2021 through and including June 30, 2024; and

WHEREAS, based on the Tentative Agreement for successor MOU between the City and IMEA, the City now desires to implement certain changes in compensation of IMEA employees, including a compensation adjustment of the base salaries of all IMEA represented positions, retroactive to July 11, 2021, utilizing the benchmark classes from the recently completed compensation study set to the adjusted 50th percentile, rounding to nearest highest range; and

WHEREAS, based on the Tentative Agreement for successor MOU between the City and IMEA, the City further desires to implement certain changes in compensation of IMEA employees, including a compensation adjustment of the base salaries of all IMEA represented positions, effective December 12, 2021, utilizing the benchmark classes from the recently completed compensation study set to the unadjusted 50th percentile, rounding to nearest highest range; and

WHEREAS, the City also desires to implement certain changes in compensation for unclassified, unrepresented management employees, effective December 12, 2021, utilizing the benchmark classes from the recently completed compensation study set to the unadjusted 50th percentile, rounding to nearest highest range; and

WHEREAS, the City further desires to implement certain changes in compensation for unaffiliated and/or unrepresented unclassified at-will nonpermanent and permanent part-time employees, effective December 12, 2021, utilizing the benchmark classes from the recently completed compensation study set to the 50th percentile; and

WHEREAS, concurrently herewith, the City Council is considering the adoption of Resolution No. 2021-123-3245, which establishes a nonpermanent part-time Communications Specialist postion, freezes the nonpermanent part-time Office Specialist position, eliminates the permanent part-time Departmental Aide position and funds a second permanent part-time Senior Center Leader position, establishes a Benefits Administator position and freezes the Senior Human Resources/Risk Management Analyst position, and unfreezes the Police Captain position, such that updates to this resolution are necessary; and

WHEREAS, the City Council desires to adopt this resolution to accurately reflect the current compensation ranges, position titles, and number of positions for all City classifications; and

WHEREAS, this resolution is also intended to serve as the City's California Public Employees Retirement System ("CalPERS") publicly available pay schedule as required by California Code of Regulations, Title 2, Section 570.5.

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

SECTION 1. Applicability to other Governing Documents.

This Resolution shall supersede and replace Resolution No. 2021-53-3265. 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. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2021-116-3238, that is being adopted cuncurrenlty herewith, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding in accordance with Section 2 of this Resolution.

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 2. Classified Employees Organized In Bargaining Units Represented By Recognized Employee Organizations.

The Memoranda of Understanding for IMEA, ICEA, and IPOA govern the employment relationship between the City and the employees represented by their respective Recognized Employee Organizations. In the event that this Resolution conflicts with the benefits granted or the restrictions imposed pursuant to any Tentative Agreement or Memoranda of Understanding negotiated with these Recognized Employee Organizations, the applicable Tentative Agreement or Memoranda of Understanding shall govern as to that particular employee bargaining unit.

SECTION 3. Salary and Wage Schedules.

The number of positions, list of class titles, and compensation for all City job classifications are reflected in Exhibit A, effective retroactive to July 11, 2021. The number of positions, list of class titles, and compensation for all City job classifications are reflected in Exhibit B effective as of December 12, 2021.

If any employee is receiving compensation above the highest step of the salary range stated in this resolution for his/her position, the employee's present rate shall be continued as an approved additional step rate for the class ("Y-rated"), until the highest step is greater than the Y-rate. Except as provided herein or an applicable MOU, no non Y-rated employee may be adjusted

to a Y-rate upon reclassification or promotional appointment, and the Y-rate shall no longer be in effect after the termination of the employment in that class of the incumbent(s) on whose behalf the Y-rate is authorized. Nothing in this resolution shall prohibit any Y-rated employee from receiving a cost of living adjustment that other employees within the employee's applicable bargaining group may receive pursuant to an applicable Tentative Agreement or MOU.

SECTION 4. Additional Appropriation

The cost of base salary adjustments for all unaffiliated and/or unrepresented unclassified nonpermanant and permanent part-time at-will positions is projected at $136,460. An additional budget appropriation for FY 2021-22 in the amount of $136,460 from the General is necessary to cover the cost of these adjustments.

SECTION 5. Certification.

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

PASSED, APPROVED AND ADOPTED this 8th day of December 2021.

_____
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. 2021-126-3248 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 8th day of December 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto, Chief Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective July 11, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
Legislative	Councilmember	5	9/7/2018	Bi-Weekly		346.23	346.23	346.23	346.23	346.23
				Monthly		750.16	750.16	750.16	750.16	750.16
				Annual		9,001.92	9,001.92	9,001.92	9,001.92	9,001.92
CM	City Manager	1	1/22/2020	Bi-Weekly		8,831.85	8,831.85	8,831.85	8,831.85	8,831.85
				Monthly		19,136	19,136	19,136	19,136	19,136
				Annual		229,628	229,628	229,628	229,628	229,628
Director	Assistant City Manager	1	7/1/2019	Bi-Weekly		5,865.23	6,158.31	6,466.15	6,789.23	7,128.92
				Monthly		12,708	13,343	14,010	14,710	15,446
				Annual		152,496	160,116	168,120	176,520	185,352
Director	Chief of Police	1	7/1/2019	Bi-Weekly		6,095.08	6,399.69	6,719.54	7,055.54	7,408.62
				Monthly		13,206	13,866	14,559	15,287	16,052
				Annual		158,472	166,392	174,708	183,444	192,624
Director	Director of Engineering/Building Official	1	7/1/2019	Bi-Weekly		5,332.62	5,599.38	5,879.54	6,173.54	6,482.00
				Monthly		11,554	12,132	12,739	13,376	14,044
				Annual		138,648	145,584	152,868	160,512	168,532
Director	Finance Director/City Treasurer	1	7/1/2019	Bi-Weekly		5,207.08	5,467.38	5,740.62	6,027.69	6,329.08
				Monthly		11,282	11,846	12,438	13,060	13,713
				Annual		135,384	142,152	149,256	156,720	164,556
Director	Community Development Director	1	7/1/2019	Bi-Weekly		5,060.31	5,313.23	5,579.08	5,857.85	6,150.92
				Monthly		10,964	11,512	12,088	12,692	13,327
				Annual		131,568	138,144	145,056	152,304	159,924
Director	Public Services Director	1	4/14/2021	Bi-Weekly		5,137.85	5,394.92	5,664.46	5,947.85	6,245.08
				Monthly		11,132	11,689	12,273	12,887	13,531
				Annual		133,584	140,268	147,276	154,644	162,372
ICEA	Accountant	1	7/14/2021	Bi-Weekly	40	2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
				Monthly		5,008	5,258	5,521	5,797	6,087
				Annual		60,092	63,097	66,251	69,564	73,042
ICEA	Administrative Secretary	1	7/1/2019	Bi-Weekly	32	1,896.92	1,991.77	2,091.38	2,195.92	2,305.73
				Monthly		4,110	4,316	4,531	4,758	4,996
				Annual		49,320	51,786	54,376	57,094	59,949
ICEA	Assistant Planner	0	7/1/2019	Bi-Weekly	40	2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
				Monthly		5,008	5,258	5,521	5,797	6,087
				Annual		60,092	63,097	66,251	69,564	73,042

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective July 11, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
ICEA	Building Permit Technician	0	7/1/2019	Bi-Weekly	33	1,944.35	2,041.58	2,143.65	2,250.85	2,363.38
				Monthly		4,213	4,423	4,645	4,877	5,121
				Annual		50,553	53,081	55,735	58,522	61,448
ICEA	Bus Driver	2	7/1/2019	Bi-Weekly	29	1,761.50	1,849.58	1,942.04	2,039.15	2,141.12
				Monthly		3,817	4,007	4,208	4,418	4,639
				Annual		45,799	48,089	50,493	53,018	55,669
ICEA	Code Enforcement Officer	1	7/1/2019	Bi-Weekly	34	1,992.96	2,092.62	2,197.23	2,307.12	2,422.46
				Monthly		4,318	4,534	4,761	4,999	5,249
				Annual		51,817	54,408	57,128	59,985	62,984
ICEA	Deputy City Clerk	0	7/1/2019	Bi-Weekly	34	1,992.96	2,092.62	2,197.23	2,307.12	2,422.46
				Monthly		4,318	4,534	4,761	4,999	5,249
				Annual		51,817	54,408	57,128	59,985	62,984
ICEA	Engineering Technician	4	7/1/2019	Bi-Weekly	33	1,944.35	2,041.58	2,143.65	2,250.85	2,363.38
				Monthly		4,213	4,423	4,645	4,877	5,121
				Annual		50,553	53,081	55,735	58,522	61,448
ICEA	Finance Analyst	1	7/1/2019	Bi-Weekly	40	2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
				Monthly		5,008	5,258	5,521	5,797	6,087
				Annual		60,092	63,097	66,251	69,564	73,042
ICEA	Finance Technician	1	7/1/2019	Bi-Weekly	32	1,896.92	1,991.77	2,091.38	2,195.92	2,305.73
				Monthly		4,110	4,316	4,531	4,758	4,996
				Annual		49,320	51,786	54,376	57,094	59,949
ICEA	Human Resources Specialist	0	7/1/2019	Bi-Weekly	33	1,944.35	2,041.58	2,143.65	2,250.85	2,363.38
				Monthly		4,213	4,423	4,645	4,877	5,121
				Annual		50,553	53,081	55,735	58,522	61,448
ICEA	Janitor	1	7/1/2019	Bi-Weekly	13	1,186.58	1,245.92	1,308.19	1,373.62	1,442.31
				Monthly		2,571	2,700	2,834	2,976	3,125
				Annual		30,851	32,394	34,013	35,714	37,500
ICEA	Library Technician	1	7/1/2019	Bi-Weekly	24	1,556.88	1,634.73	1,716.50	1,802.31	1,892.42
				Monthly		3,373	3,542	3,719	3,905	4,100
				Annual		40,479	42,503	44,629	46,860	49,203
ICEA	Maintenance Aide	4	7/1/2019	Bi-Weekly	21	1,445.73	1,518.04	1,593.92	1,673.62	1,757.31
				Monthly		3,132	3,289	3,454	3,626	3,808
				Annual		37,589	39,469	41,442	43,514	45,690

CITY OF IRWINDALE

Full-Time Salary Schedule
Fiscal Year 2021-2022

Effective July 11, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
ICEA	Maintenance Worker I	0	7/1/2019	Bi-Weekly	26	1,635.73	1,717.50	1,803.38	1,893.54	1,988.23
				Monthly		3,544	3,721	3,907	4,103	4,308
				Annual		42,529	44,655	46,888	49,232	51,694
ICEA	Maintenance Worker II	6	7/1/2019	Bi-Weekly	40	2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
				Monthly		5,008	5,258	5,521	5,797	6,087
				Annual		60,092	63,097	66,251	69,564	73,042
ICEA	Maintenance Lead Worker	1	7/1/2019	Bi-Weekly	43	2,488.92	2,613.38	2,744.04	2,881.27	3,025.31
				Monthly		5,393	5,662	5,945	6,243	6,555
				Annual		64,712	67,948	71,345	74,913	78,658
ICEA	Office Specialist	3	7/1/2019	Bi-Weekly	25	1,595.81	1,675.62	1,759.38	1,847.38	1,939.73
				Monthly		3,458	3,631	3,812	4,003	4,203
				Annual		41,491	43,566	45,744	48,032	50,433
ICEA	Planning Technician	1	7/1/2019	Bi-Weekly	33	1,944.35	2,041.58	2,143.65	2,250.85	2,363.38
				Monthly		4,213	4,423	4,645	4,877	5,121
				Annual		50,553	53,081	55,735	58,522	61,448
ICEA	Police Records Clerk	1	7/1/2019	Bi-Weekly	24	1,556.88	1,634.73	1,716.50	1,802.31	1,892.42
				Monthly		3,373	3,542	3,719	3,905	4,100
				Annual		40,479	42,503	44,629	46,860	49,203
ICEA	Police Services Specialiast	1	7/1/2019	Bi-Weekly	39	2,254.85	2,367.62	2,485.96	2,610.27	2,740.81
				Monthly		4,886	5,130	5,386	5,656	5,938
				Annual		58,626	61,558	64,635	67,867	71,261
ICEA	Recreation Assistant	0	7/1/2019	Bi-Weekly	25	1,595.81	1,675.62	1,759.38	1,847.38	1,939.73
				Monthly		3,458	3,631	3,812	4,003	4,203
				Annual		41,491	43,566	45,744	48,032	50,433
ICEA	Senior Center Assistant	1	7/1/2019	Bi-Weekly	25	1,595.81	1,675.62	1,759.38	1,847.38	1,939.73
				Monthly		3,458	3,631	3,812	4,003	4,203
				Annual		41,491	43,566	45,744	48,032	50,433
ICEA	Senior Center Specialist	1	7/1/2019	Bi-Weekly	33	1,944.35	2,041.58	2,143.65	2,250.85	2,363.38
				Monthly		4,213	4,423	4,645	4,877	5,121
				Annual		50,553	53,081	55,735	58,522	61,448
ICEA	Senior Recreation Leader	3	7/1/2019	Bi-Weekly	14	1,216.23	1,277.08	1,340.92	1,407.96	1,478.35
				Monthly		2,635	2,767	2,905	3,051	3,203
				Annual		31,622	33,204	34,864	36,607	38,437

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective July 11, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
ICEA	Senior Center Leader/Bus Driver	1	7/1/2019	Bi-Weekly	29	1,761.50	1,849.58	1,942.04	2,039.15	2,141.12
				Monthly		3,817	4,007	4,208	4,418	4,639
				Annual		45,799	48,089	50,493	53,018	55,669
ICEA	Senior Code Enforcement Officer	1	7/1/2019	Bi-Weekly	40	2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
				Monthly		5,008	5,258	5,521	5,797	6,087
				Annual		60,092	63,097	66,251	69,564	73,042
IMEA	Aquatics Supervisor	1	7/14/2021	Bi-Weekly	45	2,614.96	2,745.69	2,882.96	3,027.12	3,178.46
				Monthly		5,666	5,949	6,246	6,559	6,887
				Annual		67,989	71,388	74,957	78,705	82,640
IMEA	Assistant City Engineer	1	7/11/2021	Bi-Weekly	62	3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
				Monthly		8,621	9,052	9,505	9,980	10,479
				Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Assistant Engineer	0	7/1/2019	Bi-Weekly	50	2,958.58	3,106.50	3,261.81	3,424.92	3,596.15
				Monthly		6,410	6,731	7,067	7,421	7,792
				Annual		76,923	80,769	84,807	89,048	93,500
IMEA	Assistant to the City Manager	1	7/11/2021	Bi-Weekly	61	3,881.88	4,076.00	4,279.81	4,493.77	4,718.46
				Monthly		8,411	8,831	9,273	9,737	10,223
				Annual		100,929	105,976	111,275	116,838	122,680
IMEA	Associate Engineer	0	7/1/2019	Bi-Weekly	54	3,265.69	3,429.00	3,600.42	3,780.46	3,969.50
				Monthly		7,076	7,430	7,801	8,191	8,601
				Annual		84,908	89,154	93,611	98,292	103,207
IMEA	Associate Planner	1	7/11/2021	Bi-Weekly	47	2,747.31	2,884.69	3,028.92	3,180.38	3,339.38
				Monthly		5,953	6,250	6,563	6,891	7,235
				Annual		71,430	75,002	78,752	82,690	86,824
IMEA	Chief Deputy City Clerk	1	7/11/2021	Bi-Weekly	56	3,431.04	3,602.58	3,782.73	3,971.85	4,170.42
				Monthly		7,434	7,806	8,196	8,606	9,036
				Annual		89,207	93,667	98,351	103,268	108,431
IMEA	City Librarian	1	7/11/2021	Bi-Weekly	60	3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
				Monthly		8,206	8,616	9,047	9,499	9,974
				Annual		98,468	103,391	108,561	113,989	119,688
IMEA	Community Development Manager/City Planner	0	7/11/2021	Bi-Weekly	60	3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
				Monthly		8,206	8,616	9,047	9,499	9,974
				Annual		98,468	103,391	108,561	113,989	119,688

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective July 11, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
IMEA	Construction Compliance Manager	1	7/11/2021	Bi-Weekly	60	3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
				Monthly		8,206	8,616	9,047	9,499	9,974
				Annual		98,468	103,391	108,561	113,989	119,688
IMEA	Economic Development Coordinator	0	7/11/2021	Bi-Weekly	51	3,032.54	3,184.15	3,343.38	3,510.54	3,686.08
				Monthly		6,571	6,899	7,244	7,606	7,987
				Annual		78,846	82,788	86,928	91,274	95,838
IMEA	Executive Assistant	1	7/11/2021	Bi-Weekly	42	2,428.23	2,549.65	2,677.12	2,811.00	2,951.54
				Monthly		5,261	5,524	5,800	6,091	6,395
				Annual		63,134	66,291	69,605	73,086	76,740
IMEA	Finance Manager	1	7/11/2021	Bi-Weekly	66	4,392.00	4,611.62	4,842.19	5,084.31	5,338.50
				Monthly		9,516	9,992	10,491	11,016	11,567
				Annual		114,192	119,902	125,897	132,192	138,801
IMEA	Human Resources/Risk Manager	1	7/11/2021	Bi-Weekly	65	4,284.88	4,499.12	4,724.08	4,960.31	5,208.31
				Monthly		9,284	9,748	10,236	10,747	11,285
				Annual		111,407	116,977	122,826	128,968	135,416
IMEA	Information Technology Manager	1	7/11/2021	Bi-Weekly	61	3,881.88	4,076.00	4,279.81	4,493.77	4,718.46
				Monthly		8,411	8,831	9,273	9,737	10,223
				Annual		100,929	105,976	111,275	116,838	122,680
IMEA	Management Analyst	2	7/11/2021	Bi-Weekly	45	2,614.96	2,745.69	2,882.96	3,027.12	3,178.46
				Monthly		5,666	5,949	6,246	6,559	6,887
				Annual		67,989	71,388	74,957	78,705	82,640
IMEA	Police Captain	0	7/11/2021	Bi-Weekly	75	5,594.73	5,874.46	6,168.19	6,476.58	6,800.42
				Monthly		12,122	12,728	13,364	14,033	14,734
				Annual		145,463	152,736	160,373	168,391	176,811
IMEA	Police Lieutenant	1	7/11/2021	Bi-Weekly	68	4,706.65	4,941.96	5,189.08	5,448.54	5,720.96
				Monthly		10,198	10,708	11,243	11,805	12,395
				Annual		122,373	128,491	134,916	141,662	148,745
IMEA	Project Manager - Construction Compliance	1	7/11/2021	Bi-Weekly	46	2,680.31	2,814.35	2,955.04	3,102.81	3,257.92
				Monthly		5,807	6,098	6,403	6,723	7,059
				Annual		69,688	73,173	76,831	80,673	84,706
IMEA	Project Manager - Mining	0	7/11/2021	Bi-Weekly	60	3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
				Monthly		8,206	8,616	9,047	9,499	9,974
				Annual		98,468	103,391	108,561	113,989	119,688

CITY OF IRWINDALE

Full-Time Salary Schedule
Fiscal Year 2021-2022

Effective July 11, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
IMEA	Public Works Maintenance Supervisor	1	7/11/2021	Bi-Weekly	46	2,680.31	2,814.35	2,955.04	3,102.81	3,257.92
				Monthly		5,807	6,098	6,403	6,723	7,059
				Annual		69,688	73,173	76,831	80,673	84,706
IMEA	Public Works Services Manager	0	7/11/2021	Bi-Weekly	60	3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
				Monthly		8,206	8,616	9,047	9,499	9,974
				Annual		98,468	103,391	108,561	113,989	119,688
IMEA	Recreation Manager	1	7/11/2021	Bi-Weekly	60	3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
				Monthly		8,206	8,616	9,047	9,499	9,974
				Annual		98,468	103,391	108,561	113,989	119,688
IMEA	Recreation Supervisor	2	7/11/2021	Bi-Weekly	45	2,614.96	2,745.69	2,882.96	3,027.12	3,178.46
				Monthly		5,666	5,949	6,246	6,559	6,887
				Annual		67,989	71,388	74,957	78,705	82,640
IMEA	Senior Center Manager	1	7/11/2021	Bi-Weekly	60	3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
				Monthly		8,206	8,616	9,047	9,499	9,974
				Annual		98,468	103,391	108,561	113,989	119,688
IMEA	Senior Finance Analyst	1	7/11/2021	Bi-Weekly	49	2,886.42	3,030.73	3,182.27	3,341.38	3,508.46
				Monthly		6,254	6,567	6,895	7,240	7,602
				Annual		75,047	78,799	82,739	86,876	91,220
IMEA	Senior HR/Risk Management Analyst	1	7/11/2021	Bi-Weekly	51	3,032.54	3,184.15	3,343.38	3,510.54	3,686.08
				Monthly		6,571	6,899	7,244	7,606	7,987
				Annual		78,846	82,788	86,928	91,274	95,838
IMEA	Senior Management Analyst	0	7/11/2021	Bi-Weekly	51	3,032.54	3,184.15	3,343.38	3,510.54	3,686.08
				Monthly		6,571	6,899	7,244	7,606	7,987
				Annual		78,846	82,788	86,928	91,274	95,838
IMEA	Senior Planner	1	7/11/2021	Bi-Weekly	53	3,186.04	3,345.35	3,512.62	3,688.27	3,872.65
				Monthly		6,903	7,248	7,611	7,991	8,391
				Annual		82,837	86,979	91,328	95,895	100,689
IPOA	Police Sergeant	6	7/1/2019	Bi-Weekly	59	3,750.62	3,938.15	4,135.08	4,341.81	4,558.92
				Monthly		8,126	8,533	8,959	9,407	9,878
				Annual		97,516	102,392	107,512	112,887	118,532
IPOA	Police Corporal	2	7/1/2019	Bi-Weekly	50	3,003.23	3,153.38	3,311.08	3,476.62	3,650.46
				Monthly		6,507	6,832	7,174	7,533	7,909
				Annual		78,084	81,988	86,088	90,392	94,912

CITY OF IRWINDALE

Full-Time Salary Schedule
Fiscal Year 2021-2022

Effective July 11, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Officer	20	7/1/2019	Bi-Weekly	48	2,858.50	3,001.46	3,151.50	3,309.08	3,474.54
				Monthly		6,193	6,503	6,828	7,170	7,528
				Annual		74,321	78,038	81,939	86,036	90,338
IPOA	Police Dispatcher/Clerk	5	7/1/2019	Bi-Weekly	37	2,115.15	2,220.92	2,331.96	2,448.54	2,571.00
				Monthly		4,583	4,812	5,053	5,305	5,571
				Annual		54,994	57,744	60,631	63,662	66,846

CITY OF IRWINDALE
Part-Time Salary Schedule
Fiscal Year 2021-2022
Effective July 11, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
PPT	Departmental Aide	1	7/1/2019	Hourly	9	14.15	14.85	15.60	16.38	17.19
PPT	Senior Center Leader	1	7/1/2019	Hourly	13	15.61	16.39	17.21	18.07	18.98
PPT	Library Aide	1	7/1/2019	Hourly	12	15.23	15.99	16.79	17.63	18.51
PPT	Civil Engineering Technician	0	7/1/2019	Hourly	30	23.76	24.94	26.19	27.50	28.88
PT	Aquatics Aide/Pool Cashier		7/14/2021	Hourly		14.00	14.00	14.00	14.00	14.00
PT	Assistant Pool Manager		7/1/2019	Hourly		17.60	17.60	17.60	17.60	17.60
PT	Bus Driver		7/1/2019	Hourly		23.17	23.17	23.17	23.17	23.17
PT	Community Service Officer		7/1/2019	Hourly		16.71	16.71	16.71	16.71	16.71
PT	Finance Assistant		7/1/2019	Hourly		18.56	18.56	18.56	18.56	18.56
PT	Intern		7/1/2019	Hourly		19.49	19.49	19.49	19.49	19.49
PT	Library Page		7/1/2019	Hourly		14.00	14.00	14.00	14.00	14.00
PT	Lifeguard		7/1/2019	Hourly		14.00	14.00	14.00	14.00	14.00
PT	Office Specialist		7/1/2019	Hourly		15.61	15.61	15.61	15.61	15.61
PT	Recreation Aide		7/1/2019	Hourly		14.00	14.00	14.00	14.00	14.00
PT	Reserve Officer I		7/1/2019	Hourly		35.73	35.73	35.73	35.73	35.73
PT	Senior Center Aide		7/1/2019	Hourly		14.00	14.00	14.00	14.00	14.00
PT	Senior Library Page		7/1/2019	Hourly		15.45	15.45	15.45	15.45	15.45
PT	Senior Lifeguard		7/1/2019	Hourly		15.35	15.35	15.35	15.35	15.35
PT	Summer Youth Worker		7/1/2019	Hourly		14.00	14.00	14.00	14.00	14.00
PT	Tutor		7/14/2021	Hourly		15.50	15.50	15.50	15.50	15.50

EXHIBIT B

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective December 12, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
Legislative	Councilmember	5	9/7/2018	Bi-Weekly		346.23	346.23	346.23	346.23	346.23
				Monthly		750.16	750.16	750.16	750.16	750.16
				Annual		9,001.92	9,001.92	9,001.92	9,001.92	9,001.92
CM	City Manager	1	1/22/2020	Bi-Weekly	Contract	8,831.85	8,831.85	8,831.85	8,831.85	8,831.85
				Monthly		19,136	19,136	19,136	19,136	19,136
				Annual		229,628	229,628	229,628	229,628	229,628
Director	Assistant City Manager	1	12/12/2021	Bi-Weekly	81	6,360.92	6,679.00	7,012.92	7,363.58	7,731.77
				Monthly		13,782	14,471	15,195	15,954	16,752
				Annual		165,384	173,654	182,336	191,453	201,026
Director	Chief of Police	1	12/12/2021	Bi-Weekly	85	7,161.73	7,336.38	7,895.81	8,290.58	8,705.12
				Monthly		15,517	15,896	17,108	17,963	18,861
				Annual		186,205	190,746	205,291	215,555	226,333
Director	Director of Engineering/Building Official	1	12/12/2021	Bi-Weekly	80	6,205.81	6,516.08	6,841.88	7,184.00	7,543.19
				Monthly		13,446	14,118	14,824	15,565	16,344
				Annual		161,351	169,418	177,889	186,784	196,123
Director	Finance Director/City Treasurer	1	12/12/2021	Bi-Weekly	79	6,054.42	6,357.15	6,675.00	7,008.77	7,359.19
				Monthly		13,118	13,774	14,463	15,186	15,945
				Annual		157,415	165,286	173,550	182,228	191,339
Director	Community Development Director	1	12/12/2021	Bi-Weekly	78	5,906.77	6,202.12	6,512.19	6,837.81	7,179.73
				Monthly		12,798	13,438	14,110	14,815	15,556
				Annual		153,576	161,255	169,317	177,783	186,673
Director	Public Services Director	1	12/12/2021	Bi-Weekly	74	5,351.23	5,618.81	5,899.73	6,194.73	6,504.46
				Monthly		11,594	12,174	12,783	13,422	14,093
				Annual		139,132	146,089	153,393	161,063	169,116
ICEA	Accountant	1	7/14/2021	Bi-Weekly	40	2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
				Monthly		5,008	5,258	5,521	5,797	6,087
				Annual		60,092	63,097	66,251	69,564	73,042
ICEA	Administrative Secretary	1	7/1/2019	Bi-Weekly	32	1,896.92	1,991.77	2,091.38	2,195.92	2,305.73
				Monthly		4,110	4,316	4,531	4,758	4,996
				Annual		49,320	51,786	54,376	57,094	59,949
ICEA	Assistant Planner	0	7/1/2019	Bi-Weekly	40	2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
				Monthly		5,008	5,258	5,521	5,797	6,087
				Annual		60,092	63,097	66,251	69,564	73,042

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective December 12, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
ICEA	Building Permit Technician	0	7/1/2019	Bi-Weekly	33	1,944.35	2,041.58	2,143.65	2,250.85	2,363.38
				Monthly		4,213	4,423	4,645	4,877	5,121
				Annual		50,553	53,081	55,735	58,522	61,448
ICEA	Bus Driver	2	7/1/2019	Bi-Weekly	29	1,761.50	1,849.58	1,942.04	2,039.15	2,141.12
				Monthly		3,817	4,007	4,208	4,418	4,639
				Annual		45,799	48,089	50,493	53,018	55,669
ICEA	Code Enforcement Officer	1	7/1/2019	Bi-Weekly	34	1,992.96	2,092.62	2,197.23	2,307.12	2,422.46
				Monthly		4,318	4,534	4,761	4,999	5,249
				Annual		51,817	54,408	57,128	59,985	62,984
ICEA	Deputy City Clerk	0	7/1/2019	Bi-Weekly	34	1,992.96	2,092.62	2,197.23	2,307.12	2,422.46
				Monthly		4,318	4,534	4,761	4,999	5,249
				Annual		51,817	54,408	57,128	59,985	62,984
ICEA	Engineering Technician	4	7/1/2019	Bi-Weekly	33	1,944.35	2,041.58	2,143.65	2,250.85	2,363.38
				Monthly		4,213	4,423	4,645	4,877	5,121
				Annual		50,553	53,081	55,735	58,522	61,448
ICEA	Finance Analyst	1	7/1/2019	Bi-Weekly	40	2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
				Monthly		5,008	5,258	5,521	5,797	6,087
				Annual		60,092	63,097	66,251	69,564	73,042
ICEA	Finance Technician	1	7/1/2019	Bi-Weekly	32	1,896.92	1,991.77	2,091.38	2,195.92	2,305.73
				Monthly		4,110	4,316	4,531	4,758	4,996
				Annual		49,320	51,786	54,376	57,094	59,949
ICEA	Human Resources Specialist	0	7/1/2019	Bi-Weekly	33	1,944.35	2,041.58	2,143.65	2,250.85	2,363.38
				Monthly		4,213	4,423	4,645	4,877	5,121
				Annual		50,553	53,081	55,735	58,522	61,448
ICEA	Janitor	1	7/1/2019	Bi-Weekly	13	1,186.58	1,245.92	1,308.19	1,373.62	1,442.31
				Monthly		2,571	2,700	2,834	2,976	3,125
				Annual		30,851	32,394	34,013	35,714	37,500
ICEA	Library Technician	1	7/1/2019	Bi-Weekly	24	1,556.88	1,634.73	1,716.50	1,802.31	1,892.42
				Monthly		3,373	3,542	3,719	3,905	4,100
				Annual		40,479	42,503	44,629	46,860	49,203
ICEA	Maintenance Aide	4	7/1/2019	Bi-Weekly	21	1,445.73	1,518.04	1,593.92	1,673.62	1,757.31
				Monthly		3,132	3,289	3,454	3,626	3,808
				Annual		37,589	39,469	41,442	43,514	45,690

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective December 12, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
ICEA	Maintenance Worker I	0	7/1/2019	Bi-Weekly	26	1,635.73	1,717.50	1,803.38	1,893.54	1,988.23
				Monthly		3,544	3,721	3,907	4,103	4,308
				Annual		42,529	44,655	46,888	49,232	51,694
ICEA	Maintenance Worker II	6	7/1/2019	Bi-Weekly	40	2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
				Monthly		5,008	5,258	5,521	5,797	6,087
				Annual		60,092	63,097	66,251	69,564	73,042
ICEA	Maintenance Lead Worker	1	7/1/2019	Bi-Weekly	43	2,488.92	2,613.38	2,744.04	2,881.27	3,025.31
				Monthly		5,393	5,662	5,945	6,243	6,555
				Annual		64,712	67,948	71,345	74,913	78,658
ICEA	Office Specialist	3	7/1/2019	Bi-Weekly	25	1,595.81	1,675.62	1,759.38	1,847.38	1,939.73
				Monthly		3,458	3,631	3,812	4,003	4,203
				Annual		41,491	43,566	45,744	48,032	50,433
ICEA	Planning Technician	1	7/1/2019	Bi-Weekly	33	1,944.35	2,041.58	2,143.65	2,250.85	2,363.38
				Monthly		4,213	4,423	4,645	4,877	5,121
				Annual		50,553	53,081	55,735	58,522	61,448
ICEA	Police Records Clerk	1	7/1/2019	Bi-Weekly	24	1,556.88	1,634.73	1,716.50	1,802.31	1,892.42
				Monthly		3,373	3,542	3,719	3,905	4,100
				Annual		40,479	42,503	44,629	46,860	49,203
ICEA	Police Services Specialiast	1	7/1/2019	Bi-Weekly	39	2,254.85	2,367.62	2,485.96	2,610.27	2,740.81
				Monthly		4,886	5,130	5,386	5,656	5,938
				Annual		58,626	61,558	64,635	67,867	71,261
ICEA	Recreation Assistant	0	7/1/2019	Bi-Weekly	25	1,595.81	1,675.62	1,759.38	1,847.38	1,939.73
				Monthly		3,458	3,631	3,812	4,003	4,203
				Annual		41,491	43,566	45,744	48,032	50,433
ICEA	Senior Center Assistant	1	7/1/2019	Bi-Weekly	25	1,595.81	1,675.62	1,759.38	1,847.38	1,939.73
				Monthly		3,458	3,631	3,812	4,003	4,203
				Annual		41,491	43,566	45,744	48,032	50,433
ICEA	Senior Center Specialist	1	7/1/2019	Bi-Weekly	33	1,944.35	2,041.58	2,143.65	2,250.85	2,363.38
				Monthly		4,213	4,423	4,645	4,877	5,121
				Annual		50,553	53,081	55,735	58,522	61,448
ICEA	Senior Recreation Leader	3	7/1/2019	Bi-Weekly	14	1,216.23	1,277.08	1,340.92	1,407.96	1,478.35
				Monthly		2,635	2,767	2,905	3,051	3,203
				Annual		31,622	33,204	34,864	36,607	38,437

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective December 12, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
ICEA	Senior Center Leader/Bus Driver	1	7/1/2019	Bi-Weekly	29	1,761.50	1,849.58	1,942.04	2,039.15	2,141.12
				Monthly		3,817	4,007	4,208	4,418	4,639
				Annual		45,799	48,089	50,493	53,018	55,669
ICEA	Senior Code Enforcement Officer	1	7/1/2019	Bi-Weekly	40	2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
				Monthly		5,008	5,258	5,521	5,797	6,087
				Annual		60,092	63,097	66,251	69,564	73,042
IMEA	Aquatics Supervisor	1	12/12/2021	Bi-Weekly	47	2,747.31	2,884.69	3,028.92	3,180.38	3,339.38
				Monthly		5,953	6,250	6,563	6,891	7,235
				Annual		71,430	75,002	78,752	82,690	86,824
IMEA	Assistant City Engineer	1	12/12/2021	Bi-Weekly	64	4,180.38	4,389.38	4,608.88	4,839.31	5,081.27
				Monthly		9,058	9,510	9,986	10,485	11,009
				Annual		108,690	114,124	119,831	125,822	132,113
IMEA	Assistant Engineer	0	12/12/2021	Bi-Weekly	52	3,108.35	3,263.77	3,426.96	3,598.31	3,778.23
				Monthly		6,735	7,072	7,425	7,796	8,186
				Annual		80,817	84,858	89,101	93,556	98,234
IMEA	Assistant to the City Manager	1	12/12/2021	Bi-Weekly	63	4,078.42	4,282.35	4,496.46	4,721.27	4,957.35
				Monthly		8,837	9,278	9,742	10,229	10,741
				Annual		106,039	111,341	116,908	122,753	128,891
IMEA	Associate Engineer	0	7/1/2019	Bi-Weekly	56	3,431.04	3,602.58	3,782.73	3,971.85	4,170.42
				Monthly		7,434	7,806	8,196	8,606	9,036
				Annual		89,207	93,667	98,351	103,268	108,431
IMEA	Associate Planner	1	12/12/2021	Bi-Weekly	49	2,886.42	3,030.73	3,182.27	3,341.38	3,508.46
				Monthly		6,254	6,567	6,895	7,240	7,602
				Annual		75,047	78,799	82,739	86,876	91,220
IMEA	Benefits Administrator	1	12/12/2021	Bi-Weekly	58	3,604.73	3,784.96	3,974.23	4,172.92	4,381.58
				Monthly		7,810	8,201	8,611	9,041	9,493
				Annual		93,723	98,409	103,330	108,496	113,921
IMEA	Chief Deputy City Clerk	1	12/12/2021	Bi-Weekly	58	3,604.73	3,784.96	3,974.23	4,172.92	4,381.58
				Monthly		7,810	8,201	8,611	9,041	9,493
				Annual		93,723	98,409	103,330	108,496	113,921
IMEA	City Librarian	1	12/12/2021	Bi-Weekly	62	3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
				Monthly		8,621	9,052	9,505	9,980	10,479
				Annual		103,453	108,625	114,056	119,759	125,747

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective December 12, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
IMEA	Community Development Manager/City Planner	0	12/12/2021	Bi-Weekly	62	3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
				Monthly		8,621	9,052	9,505	9,980	10,479
				Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Construction Compliance Manager	1	12/12/2021	Bi-Weekly	62	3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
				Monthly		8,621	9,052	9,505	9,980	10,479
				Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Economic Development Coordinator	0	12/12/2021	Bi-Weekly	53	3,186.04	3,345.35	3,512.62	3,688.27	3,872.65
				Monthly		6,903	7,248	7,611	7,991	8,391
				Annual		82,837	86,979	91,328	95,895	100,689
IMEA	Executive Assistant	1	12/12/2021	Bi-Weekly	43	2,488.92	2,613.38	2,744.04	2,881.27	3,025.31
				Monthly		5,393	5,662	5,945	6,243	6,555
				Annual		64,712	67,948	71,345	74,913	78,658
IMEA	Finance Manager	1	12/12/2021	Bi-Weekly	68	4,614.35	4,845.08	5,087.35	5,341.69	5,608.77
				Monthly		9,998	10,498	11,023	11,574	12,152
				Annual		119,973	125,972	132,271	138,884	145,828
IMEA	Human Resources/Risk Manager	1	12/12/2021	Bi-Weekly	67	4,501.81	4,726.88	4,963.23	5,211.42	5,471.96
				Monthly		9,754	10,242	10,754	11,291	11,856
				Annual		117,047	122,899	129,044	135,497	142,271
IMEA	Information Technology Manager	1	12/12/2021	Bi-Weekly	63	4,078.42	4,282.35	4,496.46	4,721.27	4,957.35
				Monthly		8,837	9,278	9,742	10,229	10,741
				Annual		106,039	111,341	116,908	122,753	128,891
IMEA	Management Analyst	2	12/12/2021	Bi-Weekly	47	2,747.31	2,884.69	3,028.92	3,180.38	3,339.38
				Monthly		5,953	6,250	6,563	6,891	7,235
				Annual		71,430	75,002	78,752	82,690	86,824
IMEA	Police Captain	1	12/12/2021	Bi-Weekly	77	5,877.96	6,171.85	6,480.46	6,804.46	7,144.69
				Monthly		12,736	13,372	14,041	14,743	15,480
				Annual		152,827	160,468	168,492	176,916	185,762
IMEA	Police Lieutenant	1	12/12/2021	Bi-Weekly	71	5,068.54	5,321.96	5,588.08	5,867.46	6,160.85
				Monthly		10,982	11,531	12,108	12,713	13,349
				Annual		131,782	138,371	145,290	152,554	160,182
IMEA	Project Manager - Construction Compliance	1	12/12/2021	Bi-Weekly	48	2,816.00	2,956.81	3,104.65	3,259.88	3,422.88
				Monthly		6,101	6,406	6,727	7,063	7,416
				Annual		73,216	76,877	80,721	84,757	88,995

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective December 12, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
IMEA	Project Manager - Mining	0	12/12/2021	Bi-Weekly	62	3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
				Monthly		8,621	9,052	9,505	9,980	10,479
				Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Public Works Maintenance Supervisor	1	12/12/2021	Bi-Weekly	48	2,816.00	2,956.81	3,104.65	3,259.88	3,422.88
				Monthly		6,101	6,406	6,727	7,063	7,416
				Annual		73,216	76,877	80,721	84,757	88,995
IMEA	Public Works Services Manager	0	12/12/2021	Bi-Weekly	62	3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
				Monthly		8,621	9,052	9,505	9,980	10,479
				Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Recreation Manager	1	12/12/2021	Bi-Weekly	62	3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
				Monthly		8,621	9,052	9,505	9,980	10,479
				Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Recreation Supervisor	2	12/12/2021	Bi-Weekly	47	2,747.31	2,884.69	3,028.92	3,180.38	3,339.38
				Monthly		5,953	6,250	6,563	6,891	7,235
				Annual		71,430	75,002	78,752	82,690	86,824
IMEA	Senior Center Manager	1	12/12/2021	Bi-Weekly	62	3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
				Monthly		8,621	9,052	9,505	9,980	10,479
				Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Senior Finance Analyst	1	12/12/2021	Bi-Weekly	51	3,032.54	3,184.15	3,343.38	3,510.54	3,686.08
				Monthly		6,571	6,899	7,244	7,606	7,987
				Annual		78,846	82,788	86,928	91,274	95,838
IMEA	Senior HR/Risk Management Analyst	0	12/12/2021	Bi-Weekly	53	3,186.04	3,345.35	3,512.62	3,688.27	3,872.65
				Monthly		6,903	7,248	7,611	7,991	8,391
				Annual		82,837	86,979	91,328	95,895	100,689
IMEA	Senior Management Analyst	0	12/12/2021	Bi-Weekly	53	3,186.04	3,345.35	3,512.62	3,688.27	3,872.65
				Monthly		6,903	7,248	7,611	7,991	8,391
				Annual		82,837	86,979	91,328	95,895	100,689
IMEA	Senior Planner	1	12/12/2021	Bi-Weekly	55	3,347.35	3,514.73	3,690.46	3,874.96	4,068.73
				Monthly		7,253	7,615	7,996	8,396	8,816
				Annual		87,031	91,383	95,952	100,749	105,787
IPOA	Police Sergeant	6	7/1/2019	Bi-Weekly	59	3,750.62	3,938.15	4,135.08	4,341.81	4,558.92
				Monthly		8,126	8,533	8,959	9,407	9,878
				Annual		97,516	102,392	107,512	112,887	118,532

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective December 12, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Corporal	2	7/1/2019	Bi-Weekly	50	3,003.23	3,153.38	3,311.08	3,476.62	3,650.46
				Monthly		6,507	6,832	7,174	7,533	7,909
				Annual		78,084	81,988	86,088	90,392	94,912
IPOA	Police Officer	20	7/1/2019	Bi-Weekly	48	2,858.50	3,001.46	3,151.50	3,309.08	3,474.54
				Monthly		6,193	6,503	6,828	7,170	7,528
				Annual		74,321	78,038	81,939	86,036	90,338
IPOA	Police Dispatcher/Clerk	5	7/1/2019	Bi-Weekly	37	2,115.15	2,220.92	2,331.96	2,448.54	2,571.00
				Monthly		4,583	4,812	5,053	5,305	5,571
				Annual		54,994	57,744	60,631	63,662	66,846

CITY OF IRWINDALE

Part-Time Salary Schedule

Fiscal Year 2021-2022

Effective December 12, 2021

Schedule	Position Title	Authorized Number	Effective Date		Range	Step A	Step B	Step C	Step D	Step E
PPT	Senior Center Leader	2	12/12/2021	Hourly	19	17.20	18.06	18.96	19.91	20.91
PPT	Library Aide	1	12/12/2021	Hourly	26	20.45	21.47	22.54	23.67	24.85
PPT	Civil Engineering Technician	0	12/12/2021	Hourly	33	24.30	25.52	26.80	28.14	29.54
PT	Aquatics Aide/Pool Cashier		12/12/2021	Hourly		17.16	17.16	17.16	17.16	17.16
PT	Assistant Pool Manager		12/12/2021	Hourly		21.43	21.43	21.43	21.43	21.43
PT	Bus Driver		12/12/2021	Hourly		24.30	24.30	24.30	24.30	24.30
PT	Communications Specialist		12/12/2021	Hourly		31.11	31.11	31.11	31.11	31.11
PT	Community Service Officer		12/12/2021	Hourly		18.48	18.48	18.48	18.48	18.48
PT	Finance Assistant		12/12/2021	Hourly		20.91	20.91	20.91	20.91	20.91
PT	Intern		12/12/2021	Hourly		19.49	19.49	19.49	19.49	19.49
PT	Library Page		12/12/2021	Hourly		18.48	18.48	18.48	18.48	18.48
PT	Lifeguard		12/12/2021	Hourly		17.59	17.59	17.59	17.59	17.59
PT	Office Specialist		12/12/2021	Hourly		22.02	22.02	22.02	22.02	22.02
PT	Police Officer Trainee		7/1/2021	Hourly		34.86	34.86	34.86	34.86	34.86
PT	Recreation Aide		12/12/2021	Hourly		17.16	17.16	17.16	17.16	17.16
PT	Reserve Officer I		7/1/2019	Hourly		35.73	35.73	35.73	35.73	35.73
PT	Senior Center Aide		12/12/2021	Hourly		17.16	17.16	17.16	17.16	17.16
PT	Senior Library Page		12/12/2021	Hourly		20.40	20.40	20.40	20.40	20.40
PT	Senior Lifeguard		12/12/2021	Hourly		19.41	19.41	19.41	19.41	19.41
PT	Summer Youth Worker		12/12/2021	Hourly		15.00	15.00	15.00	15.00	15.00
PT	Tutor		12/12/2021	Hourly		19.49	19.49	19.49	19.49	19.49

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1L

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Request to Approve a Professional Consultant Contract with Willdan Financial Services to Prepare an Affordable Housing Commercial/Industrial Linkage Fee Study.

City Manager's Recommendation:

That the City Council approve the attached contract in the amount of $43,000 with Willdan Financial Services for the preparation of an Affordable Housing Commercial/Industrial Linkage Fee study.

Administrative Action:

Submitted & Prepared by:

Marilyn Simpson, Community Development Director
(626) 430-2209

Marilyn Simpson

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Jeanette Duran, Interim Finance Director/City Treasurer

Duran

Approved by:

William K. Tam, City Manager

BACKGROUND

A housing crisis in the State has been an evolving phenomenon as high demand and need have continually exceeded supply and affordability. Housing has become steadily more expensive and housing costs have gone up faster than incomes. Federal and state government programs do not provide enough affordable housing to satisfy the needs of extremely low, very low, low, or moderate income households.

The State mandates that all jurisdictions work towards achieving the State- mandated Regional Housing Needs Allocation (RHNA) numbers for its community through its Housing Element. The RHNA numbers set goals for housing production in each income category of very low, low, moderate, and above moderate. However, there is no accompanying mandated and dedicated funding source for the provision of this deed-restricted affordable housing. Since lower than market subsidies are a necessity for lower income households, obtaining such housing always requires either public fund subsidies or inclusionary requirements that are imposed on private development. The lower the income served, the greater the subsidy that is required (either from the government, a non-profit organization or through the developer). The result is that affordable housing does not pay for itself, and always requires subsidies or inclusionary requirements established by the local jurisdictions. While there are various State and Federal financing sources, the demand far outstrips supply, and these sources are extremely competitive to obtain.

Irwindale's RHNA numbers:

Very-Low Income	Low Income	Moderate Income	Above-moderate Income	Total
36	11	17	55	**119**

LINKAGE STUDY PROPOSAL

The purpose of the Affordable Housing Commercial/Industrial Linkage study is to establish requirements for an affordable housing commercial/industrial linkage impact fee applicable to new commercial and/or industrial development projects to address the impacts of their projects on the demand for affordable housing by contributing to the supply of housing for households with very low, low, and moderate incomes. These requirements will increase the supply of affordable housing to a broad range of households with varying income levels within the City and will help implement the Housing Element by creating a fiscal mechanism to meet the demand for additional affordable housing created by new commercial and/or industrial development.

The study will include recommended amounts and classifications specific to a housing linkage fee, a fee charged to non-residential development to offset impacts to affordable housing in the City. The study will also provide an analysis related to a potential affordable housing in-lieu fee, to be charged to residential development.

FISCAL IMPACT

The Affordable Housing Commercial Linkage study will be funded by the Housing Fund 12 ($20,000) and the Mining Impact Fund ($23,000).

ATTACHMENTS

A: Agreement for Professional Contract Services with Willdan Financial Services

Attachment "A"

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND WILLDAN CONSULTING GROUP

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 8th day of December 2021 by and between the City of Irwindale, a California municipal corporation ("City") and Willdan Financial Services ("Consultant"), 27368 Via Industria, Suite 200, Temecula, CA 92590. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Irwindale's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this

Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until

acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is advised of the requirements of California Labor Code Section 1720 which provides: prevailing wage rates apply to "[construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority." It is the Parties' understanding that this Project shall not be required to pay prevailing wages pursuant to Sections 1770 – 1781 of the California Labor Code and 33423 – 33426 of the California Health and Safety Code. To this end, Consultant acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Consultant or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Consultant shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City make no representation that any work completed by Consultant is or is not subject to Prevailing Wage Law.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work

done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

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 FORTY THREE THOUSAND ($43,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall

detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the

judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

James Edison	Managing Principal
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's

employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to

commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

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

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

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

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

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

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

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

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

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

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

5.3 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this

Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made

for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise

by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party

in such action or proceeding, in addition to any other relief which 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 judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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 the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, California 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

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:

Willdan Financial Services

27368 Via Temecula, Suite 200

Temecula, CA 92590

By:_____
Name: Chris Fisher
Title: Vice President

By:_____
Name: James Edison
Title: Managing Principal

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On_____ 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_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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

_____

_____

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1M

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Request to approve Amendment No. 1 to the Professional Consulting Contract with Interwest Consulting Group for the preparation of a comprehensive Zoning Ordinance Update.

City Manager's Recommendation:

1) Approve Amendment No. 1 to the Professional Consulting Contract with Interwest Consulting Group for the preparation of the Comprehensive Zoning Ordinance Update.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP,
Community Development Director
(626) 430-2209

Marilyn Simpson

Prepared by:

Lisa Chou, Associate Planner

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Jeanette Duran,
Interim Finance Director / City Treasurer

Duran

Approved by:

William K. Tam, City Manager

Background and Analysis:

On March 25, 2020, the City Council approved the Professional Consulting Contract with Interwest Consulting Group for the preparation of a Comprehensive Zoning Ordinance update, optional tasks and applicable environmental review.

The Contract stated that the Consultant shall commence the service pursuant to the 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". The project was anticipated to be completed by June 2021. The contract allowed for a six month administrative time extension, which was granted in June 2021. However, due to the multiple factors, including the pandemic, scheduling conflicts, and recent changes in land use legislation, the timeline to complete the project has been delayed.

A revised Schedule of Performance has been included in Amendment No. 1 as Exhibit "A", with an expected completion date in 2022. The new timeline will align the Zoning Ordinance with the timeline for the City's General Plan Update to ensure consistency in the two documents.

Fiscal Impact:

There is no fiscal impact to revise the Schedule of Performance. There were monies appropriated in FY 2019-2020 that have been carried forward to cover the remaining cost for this contract.

Attachment:

A – Amendment No. 1 to the Professional Services Agreement with Interwest Consulting Group, dated December 8, 2021

B – Professional Services Agreement with Interwest Consulting Group, dated March 25, 2020

ATTACHMENT "A"

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND INTERWEST CONSULTING GROUP

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT **FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND INTERWEST CONSULTING GROUP** (this "Amendment No. 1"), is dated as of December 8, 2021, by and between the CITY OF IRWINDALE, ("City") and INTERWEST CONSULTING GROUP, 1500 S. Haven Avenue, Suite 220, Ontario, CA 91761 (herein "Consultant").

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement, (herein "Agreement") dated March 25, 2020 for Preparation of the Ordinance, Community Outreach, and Adoption of the Irwindale Zoning Ordinance Update.

B. The Agreement established a maximum Contract Sum of Two Hundred Fourteen Thousand Eight Hundred and Sixty Dollars ($214,860.00).

C. 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.

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. 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~~):

> "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 period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", ***dated December 2, 2021***, 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) day cumulatively."

2. Exhibit "D" of the Agreement entitled "Schedule of Performance/Timeline" shall be substituted and superseded in its entirety by the "Schedule of Performance/Timeline" contained in Exhibit "A" attached hereto.

3. Except as expressly amended hereby, the Agreement remains 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

_____

H. Manuel Ortiz, Mayor

ATTEST:

_____

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Adrian R. Guerra, City Attorney

CONSULTANT:

Interwest Consulting Group

15140 Transistor Lane

Huntington Beach, CA 92649

By:_____

Name: James M. Ross
Title: Public Works Group Leader

By:_____

Name:
Title:
Address:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

Exhibit "D" of the Agreement entitled "Schedule of Performance/Timeline" shall be substituted and superseded in its entirety as follows:

EXHIBIT "D"

SCHEDULE OF PERFORMANCE/TIMELINE

Proposal Dated December 2, 2021

The proposed schedule below for the Irwindale Zoning Code Update anticipates completing the entire scope of work within approximately 33 months, which would also meet the SB 2 and LEAP grant funding deadlines.

Project Schedule	
Milestones	Timeframe
Project Initiation	**April – May 2020**
Existing Conditions Analysis and Zoning Code Review	**June-September 2020**
Administrative Draft Zoning Code	**October 2020 – December 2021**
Public Review Draft Zoning Code	**December 2021 – June 2022**
Draft Environmental Document (Addendum):	**June 2022 – July 2022**
Planning Commission Workshop Meetings	**May – September 2022**
City Council Adoption Meetings	**October 2022 – November 2022**
Final Zoning Code Document and Environmental Document	**December 2022 - January 2023**

Attachment "B"

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND INTERWEST CONSULTING GROUP

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 25th day of March 2020 by and between the City of Irwindale, a California municipal corporation ("City") and Interwest Consulting Group ("Consultant"), 1500 S. Haven Avenue, Suite 220, Ontario, CA 91761. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Irwindale's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this

Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until

acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is advised of the requirements of California Labor Code Section 1720 which provides: prevailing wage rates apply to "[construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority." It is the Parties' understanding that this Project shall not be required to pay prevailing wages pursuant to Sections 1770 – 1781 of the California Labor Code and 33423 – 33426 of the California Health and Safety Code. To this end, Consultant acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Consultant or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Consultant shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City make no representation that any work completed by Consultant is or is not subject to Prevailing Wage Law.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work

done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

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 TWO HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED SIXTY DOLLARS ($214,860.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall

detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the

judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Paul Junker	Planning Services Group Leader
(Name)	(Title)
Nick Pergakes, AICP	Project Manager
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or

agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

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

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

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

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

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

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

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

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

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

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

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

5.3 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this

Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made

for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise

by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party

in such action or proceeding, in addition to any other relief which 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 judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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 the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, California 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

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

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

CONSULTANT:

Interwest Consulting Group

15140 Transistor Lane

Huntington Beach, CA 92649

By:_____
Name: James M. Ross
Title: Public Works Group Leader

By:_____
Name:
Title:
Address:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On_____ 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.

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☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES
Proposal Dated February 3, 2020

Scope of Work
Below is our proposed scope of services to be completed by the Interwest team for the Irwindale Zoning Ordinance Update. We are flexible regarding the proposed scope of work and will work with you to prepare a more detailed scope when we enter into a contract. We also recognize that it may be necessary to alter the scope as the project progresses to meet the City's needs and would be happy to work with you to do so in order to ensure the successful completion of the project.

Phase 1 | Project Initiation

1.1 Project Kickoff Meeting with City Staff
The Interwest team will meet with City staff to review the draft scope of work for the Zoning Ordinance Update. We will review the general goals for the Zoning Ordinance Update, project schedule, work products, and meetings. For this meeting, we will prepare a detailed schedule with milestones leading to the adoption of the updated Zoning Ordinance.

Deliverables: Kickoff Meeting Agenda, Project Schedule, and Meeting Notes Summary (electronic + hard copies)

1.2 Public Participation Plan
Interwest will prepare a memorandum to City staff formalizing the public participation plan for the Zoning Ordinance Update. Our scope of work currently assumes the following meetings with Planning Commission members, stakeholders, and the public:Zoning Study Sessions (4)

- Stakeholder Interview Meetings
- Community Outreach Meetings (2)
- Zoning Ordinance Adoption Hearings (3)

In addition to meetings with stakeholders and residents, Interwest will prepare information for the City to post on its website. This will include the project scope and schedule, upcoming public participation opportunities, and completed products. There will also be a link to a list-serve sign-up so community members can be notified about upcoming public meetings and new draft products available for review.

Deliverable: Public Participation Plan memo (electronic copy)

1.3 Zoning Study Session 1: Meet with City Staff and Planning Commission
The Interwest team will facilitate a study session with City staff and Planning Commission members to review the existing zoning ordinance, subdivision regulations, and commercial and industrial design guidelines. We will also solicit comments on issues to be addressed in the updated Zoning Ordinance.

Deliverables: Planning Commission PowerPoint Presentation, Meeting Agenda, and Meeting Summary (electronic copies)

1.4 Stakeholder Interviews

Interwest will interview key stakeholders associated with the land development process. Interviews will focus on strengths and weaknesses of the current Zoning Ordinance and possible revisions and additions to the updated Zoning Ordinance. Stakeholders may include property owners, developers, local architects, neighborhood leaders, and other interested residents of Irwindale. We plan to conduct these interviews one-on-one and in small groups, beginning on the same day as Zoning Study Session Number 1.

Deliverable: Stakeholder Interview Questions and Stakeholder Meetings Summary (electronic copies)

Phase 2 | Issues and Approach

2.1 Existing City Documents Review

Interwest will review the City's General Plan, the existing Zoning Ordinance, other applicable chapters of the Irwindale Municipal Code, development standards from other specific plans, the City's Commercial and Industrial Design Guidelines, and other City policy documents applicable to the Zoning Ordinance Update. As part of this task, we will prepare a summary matrix identifying General Plan policies and other items to be implemented in the Zoning Ordinance Update.

Deliverable: Summary Matrix Review of Existing Policies (electronic copy)

2.2 State Law Assessment

Interwest will assess existing compliance of the existing Zoning Ordinance with state and federal law. Based on this assessment, we will identify necessary changes to the Zoning Ordinance to comply with these laws. We will include the results of this assessment in the Annotated Outline (Task 2.4). Some of the items to be included in the assessment are the following:

- Housing development approvals per SB 35
- Density bonus law
- Transitional and supportive housing
- Non-conforming multi-family dwellings
- Recent Accessory Dwelling Unit laws
- Community care facilities
- Family day care homes
- Emergency shelters
- Permit Streamlining Act
- Project review procedures including public hearings, noticing, and review schedules
- Signs (per recent U.S. Supreme Court Reed vs. Town of Gilbert case)
- Telecommunications facilities including small wireless facilities (per FCC rules)

Deliverable: State Law Assessment memo (electronic copy)

2.3 Zoning Study Session 2: Issues and Alternatives

Interwest will attend a meeting with City staff and Planning Commission members to discuss key issues for the Zoning Code Update and the preferred approach to address these issues. Topics to discuss may include the overall Code structure, new land use classification systems, the introduction of new zoning districts, adding new regulations for certain types of uses, modifying administrative procedures, and modifying development standards. We will also ask City staff to identify specific issues with the current zoning code that should be addressed – sections of the existing code that are ambiguous, incomplete or inconsistent. Within this discussion we will review "best practices" from other communities that could be introduced in Irwindale.

A Zoning Ordinance Evaluation memo identifying what was discussed in the study session and potential ideas and recommendations to address the issues in the existing zoning ordinance will be prepared.

Deliverable: Zoning Evaluation Memo (electronic copy)

2.4 Annotated Outline

Based on the outcome of the prior tasks, Interwest will prepare a detailed, annotated outline for the updated Zoning Ordinance. The outline will identify the structure of the Zoning Ordinance, revisions to the existing Zoning Ordinance, and new provisions to be added. During this stage, the project team will also produce a template example showing the layout and structure of the documents. This will be submitted for City review and comments. Interwest will ask that City staff carefully review and comment on the annotated outline to ensure our efforts align with City staff's expectations.

Deliverable: Annotated Outline Memo and Document template (electronic copy)

Phase 3 | Administrative Draft Zoning Ordinance

After laying the groundwork for the updated Zoning Ordinance, we will roll up our sleeves and prepare draft sections for City staff review. This will be a collaborative effort between the City staff and the consultant team. It is important that staff at all levels knows what changes are being proposed and where familiar sections may be moving. We also like staff to provide their suggestions on where elements of the code should reside and what additional regulatory guidance would be helpful to the public. Ultimately, the planner at the public counter will need to be able to explain some provision of the zoning code to a member of the public – it's important to us that information is easy to find, easy to read, and easy to interpret. Interwest will maintain an ongoing list or matrix of changes to show what items will be revised, modified, or moved to another section of the Zoning Ordinance.

In addition to working with Planning Department staff, we encourage involvement from other departments, including Public Works, Building and Safety, and Recreation. These other departments are sometimes overlooked in planning efforts and they can provide valuable input on development standards. We anticipate bi-weekly conference calls or in-person meetings with City staff to discuss detailed questions about the draft sections as we prepare them. With this approach, City staff will be involved with incremental decision making during the drafting process and will help produce draft sections that are consistent with the City's unique needs, goals, and expectations. We anticipate that the Zoning Ordinance will include the main components described below.

3.1 Zoning Map and Districts

We have found it helpful to prepare a draft zoning map as an early item during a Zoning Ordinance Update. Based on our experience working on zoning code updates, basic foundational GIS work would include setting up the base map template, reviewing the data, and highlighting parcels that are inconsistent with the General Plan. Secondary tasks would include drafting changes at the parcel level, providing review materials and mapping, delivery of final data, and an updated zoning map. Preparing the zoning map early provides adequate time to review the draft map, ensure its accuracy, and request revisions. Since the City has GIS staff capable of producing the updated zoning map in GIS, Interwest will work with staff directly to produce the map with the updated zoning designations.

Interwest will work with City staff to determine zoning designations that are needed to be consistent with and implement the City's General Plan. For example, the General Plan calls for new land use designations, such as open space/easements, regional commercial, public/institutional, and industrial/business park designations for which there are no corresponding zoning districts in the current code.

3.2 Land Use Regulations

For all zoning districts, we will review permitted, conditionally permitted, and prohibited uses with City staff and adjust accordingly. These land use regulations will employ up-to-date terminology reflecting recent changes in State law. To the extent possible, regulations will apply generally to land use categories rather than individual land uses. As part of this subtask, we will develop a preliminary list of uses requiring special standards and definitions for all land use categories.

3.3 Development Standards

Interwest will prepare development standards for each zoning district. For ease of use, development standards will be shown in tables to the maximum extent possible, and diagrams and illustrations will be used to clarify more complex standards. Development standards will be informed by our team's expertise in urban design and development regulations. We will also review existing specific plans and planned developments, to identify standards that are working well and should be retained in the updated Zoning Code.

We anticipate that the most substantive changes will be made to encourage and facilitate different forms of manufacturing and office uses, including flex space. Existing residential development standards will also be reviewed and revised to encourage new housing types such as duplexes, townhouses, multi-family dwellings, etc. as determined appropriate for Irwindale and consistent with policies in the General Plan. We will address how the new housing types will fit in and be compatible with the existing character of neighborhoods and districts. Objective multi-family design standards will be developed to meet recent SB 35 legislation and guidelines.

3.4 Supplemental Standards and Regulations

Zoning codes need to address a multitude of issues beyond basic building regulations and site development standards. This includes provisions for topics such as signs, telecommunication facilities, parking lot design, tree preservation, accessory structures, temporary uses, and historic preservation. These provisions will also reflect recent changes in state and federal law. All supplemental standards will be clearly cross-referenced in the land use regulation tables. Regulations applicable to non-conforming uses and structures will be updated, as well as those that govern protection of historic resources.

3.5 Administration and Enforcement Provisions

A key goal will be crafting an updated Zoning Ordinance that is easy to use for applicants, City staff, City officials, and the public. An important part of a user-friendly code is clear and concise permitting and administration provisions. Topics covered will include decision-making authorities (e.g. City Council, Planning Commission, Planning Director, other planners), permit review and approval process, public hearings and noticing, appeals, and procedures. As a part of this task, Interwest will also review and provide input on the City's development application forms.

3.6 Graphics and Illustrations

An effective and user-friendly Zoning Ordinance needs to include graphics and illustrations that clarify the meaning and intent of the zoning standards and regulations. We will prepare graphics and illustrations to be inserted into the public review draft. The illustrations included in this proposal are an example of the types of rich graphical content that we will prepare for the Irwindale Zoning Ordinance.

3.7 Zoning Study Session 3: Special Topics

During the preparation of the draft Zoning Ordinance sections, questions will likely arise that warrant early public input. We have found it helpful to hold a session to discuss these questions prior to the completion of the draft Zoning Code. This will allow us to receive guidance and input on specific issues and to potentially diffuse controversy associated with these issues. Following this workshop, we will incorporate feedback into the preparation of the public review draft code.

a) ***Deliverables:***

- Draft Zoning Districts Memo
- Draft Zoning District Regulations
- Supplemental Standards and Regulations
- Administration and Enforcement Provisions

Task 4 | Public Review Draft Zoning Ordinance

4.1 Public Review Draft Ordinance

Following the third study session, Interwest will prepare a revised draft zoning ordinance for public review and comment. The Public Review Draft Ordinance will be complete, including all illustrations and maps, and will be the basis for the project description of the environmental assessment. Rather than create a separate website, we recommend that the Draft Zoning Code be hosted on the City of Irwindale's website. This will encourage residents to visit the site for information and to download drafts.

Interwest will prepare a revised public draft Zoning Ordinance addressing comments from all public outreach events. This will be posted on the website for public review prior to the adoption meetings.

4.2 Community Outreach Meetings

Interwest will facilitate two community outreach meetings to review changes introduced by the updated Zoning Ordinance. At these meetings, we will review the Zoning Ordinance format, new regulations and development incentives, and proposed land use processes. Interwest will also clarify how new zoning regulations change existing zoning districts and explain the factors that shaped the changes and the alternative strategies considered in their development.

4.3 Environmental Review

The focus of this effort is to update the Zoning Code to reflect the existing City of Irwindale General Plan. The General Plan was adopted with certification of an environmental impact report (EIR) in December 2006. (SCH# 2005071047) The General Plan evaluated in the EIR contained several policies regarding review and revision of the zoning code to implement the General Plan. Provided that the proposed Zoning Code revisions are consistent with the General Plan, we recommend preparation of an Addendum pursuant to CEQA Guidelines §15164. Because land uses evaluated in the General Plan EIR will not change significantly, we do not believe that the update of the Zoning Code would create new significant impacts that are not already evaluated in the EIR. The use of an Addendum builds on the investment in the General Plan made by the City, and significantly shortens the time period for consideration of the project. Finally, provided that the City's decision to use an Addendum for this project is supported with substantial evidence on the record, the decision enjoys the same level of legal protection as the General Plan EIR if challenged.

PlaceWorks will prepare an Administrative Draft Addendum following a format discussed during the kickoff meeting. Our default format for an Addendum follows the findings in §15162 rather than using an initial study. If a formal initial study is requested, we will need to increase the budget and scope accordingly. All impacts identified in the General Plan EIR will be reviewed in the context of the proposed changes. One administrative draft will be provided for review. The final draft of the Addendum will be used to support the CEQA determination during the hearing(s) for the proposed project.

Assumptions for Preparing the EIR Addendum:

- No distribution of the document
- Filing fees to be paid by the City
- No technical studies will be prepared (i.e. traffic, air quality, greenhouse gas analysis, noise)
- Electronic copy of the General Plan EIR is available for review and use by the consultant team

a) ***Deliverables:***

- Public Review Zoning Ordinance (5 hard copies and electronic version)
- Final Public Review Zoning Ordinance (5 hard copies and electronic version)
- Administrative Draft Addendum (5 hard copies and electronic version)
- Final Draft Addendum (5 hard copies and electronic version)

Phase 5 | Zoning Ordinance Adoption

5.1 Final Draft Zoning Ordinance Based on the comments received on the Public Review Draft Zoning Ordinance, Interwest will prepare a Revised Public Review Draft Zoning Ordinance for review and adoption by the Planning Commission and City Council. Upon adoption of the Final Zoning Ordinance Update and updated Zoning Map by the City Council, the consultant will prepare a final adopted version with the date of adoption prominently displayed on the front cover and throughout the document to distinguish it as the official document from other versions.

5.2 Zoning Study Session 4

Interwest will facilitate a fourth study session with City staff and Planning Commission members to receive feedback on the Final Draft Zoning Ordinance. We will revise the sections as needed to address comments before attending the adoption hearings.

5.3 Adoption Hearings

Interwest will attend one meeting with the Planning Commission and up to two City Council hearings for adoption of the Zoning Ordinance Update. Following Planning Commission and City Council hearings, Interwest will incorporate all final changes as directed by the City Council and this document will be the final and adopted Zoning Ordinance.

b) ***Deliverables:***

- Public Hearing Materials – including Final Draft Zoning Map and Zoning Ordinance
- Adopted Zoning Ordinance (10 bound copies, one electronic copy in Microsoft Word format and one PDF copy)

Optional Tasks
The City of Irwindale has asked for two optional tasks that are in addition to the Zoning Ordinance Update. Below is our response for these optional tasks.

Option 1: Commercial and Industrial Design Guidelines Update
Interwest will prepare highly illustrative design guidelines implementing Irwindale's design objectives for commercial and industrial development. The guidelines will convey to the reader Irwindale's expectations for high quality development that helps realize the vision for the City of Irwindale and strengthens the character of the community. Design guidelines will also address the public realm, including streetscapes and amenities to contribute to enhancing the character and identity of the City, including signage, lighting, landscaping, parking, streetscapes, and open space/public areas.
The updated design guidelines will include photos and graphics highlighting examples of vernacular commercial architecture and recent high-quality built development projects in the San Gabriel Valley region. Photo images, diagrams, or illustrative drawings will be incorporated throughout the document to explain desired architectural elements and features.

c) ***Deliverables:***

- Review draft design guidelines document (5 hard copies and electronic copy)
- Final design guidelines document (5 hard copies and electronic copy)

Option 2: Subdivision Ordinance Update
Interwest will review the existing Subdivision Ordinance and assess what sections will need to be modified or completely updated to meet state law and be consistent with the updated Zoning Ordinance. This includes at a minimum the following:

- Development application requirements and consistency with current City practices
- Review standards such as minimum lot sizes and widths, and ensure consistency with the Zoning Ordinance
- Subdivision procedures and consistency with current City practices
- Lot size requirements, such as residential lots to be sized similar to neighboring lots
- Findings for denial
- Fee requirements
- Adequacy of vesting tentative map provisions

An assessment report will be prepared outlining our findings and recommendations for updating the Subdivision Ordinance. Interwest will meet with City staff to discuss issues with the existing Subdivision Ordinance and provide recommended revisions during the Study Session #2. Interwest will prepare administrative draft subdivision regulations for review and comments by City staff in Study Session #3. Once comments are received, Interwest will prepare a final draft of the Subdivision Ordinance for adoption.

d) ***Deliverables:***

- Subdivision Ordinance Assessment (electronic copy)
- Review Draft Subdivision Ordinance sections (5 hard copies and electronic copy)

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

THERE ARE NO SPECIAL REQUIREMENTS FOR THIS CONTRACT.

Irwindale Zoning Ordinance Update Budget

	Interwest Consulting Group					PlaceWorks		Tom's Design Garage		
	Paul Junker	Nick Pergakes	Eric Norris	Candida Neal	Chantal Power	Mark Teague	Jasmine Osmon	Tom Regand		
Role	Principal-in-Charge	Project Manager	Principal Planner	Principal Planner	Senior Planner	Associate Principal	Associate Planner	Senior Graphic Designer		
Hourly Rate	$ 175	$ 150	$ 160	$ 145	$ 125	$ 215	$ 115	$ 60		
Hours Per Task										
Phase 1. Project Initiation										
Subtotal	8	60	16	16	24	4	0	0	128	$ 19,140
Phase 2. Issues and Approach										
Subtotal	8	40	24	24	40	0	0	0	136	$ 19,720
Phase 3. Administrative Draft Zoning Ordinance										
Subtotal	32	100	40	24	80	4	24	40	324	$ 43,000
Phase 4. Public Review Draft Ordinance										
Subtotal	32	60	24	24	80	4	24	40	268	$ 34,440
Phase 5. Zoning Ordinance Adoption										
Subtotal	12	60	16	12	16	4	6	0	224	$ 18,950
Grand Total Hours	**52**	**320**	**120**	**100**	**240**	**16**	**60**	**80**	**908**	
Fee Total	**$ 9,100**	**$ 48,000**	**$ 19,200**	**$ 14,500**	**$ 30,000**	**$ 3,440**	**$ 6,900**	**$ 4,800**		**$ 135,940**
Reimbursable Expenses										**$ 10,000**
Grand Fee Total										**$ 145,940**
Hourly Rate	$ 160	$ 150	$ 160	$ 145	$ 125			$ 60		
Optional Tasks										
1. Design guidelines update	8	100	24	40	24			60	256	$ 32,520
2. Subdivision regulations update	16	80	40	24	40			16	216	$ 30,400
Total Optional Task Hours	**24**	**180**	**64**	**64**	**64**			**76**	**472**	
Reimbursable Expenses										$ 6,000
Total Optional Task Fees	**$ 3,840**	**$ 27,000**	**$ 10,240**	**$ 9,280**	**$ 8,000**			**$ 4,560**		$ 62,920
										$ 68,920

EXHIBIT "C"

SCHEDULE OF COMPENSATION/BUDGET

EXHIBIT "D"

SCHEDULE OF PERFORMANCE/TIMELINE

Proposal Dated February 3, 2020

CC Item 1N
SA & HA Item 1C

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

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

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

Issue: Appointing an Interim City Treasurer

City Manager/Executive Director's Recommendation:

That the City Council, Successor Agency and Housing Authority adopt "**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING THE APPOINTMENT OF THE INTERIM CITY TREASURER,"** reading by title only and waiving further reading thereof, thereby adopting the participation agreement.

Administrative Action:

Submitted by:
Jeanette Duran, Interim Finance Director/Interim City Treasurer - (626) 430-2268

Duran

Prepared by:
Jeanette Duran, Interim Finance Director/Interim City Treasurer

Duran

Reviewed by:

Adrian R. Guerra, City Attorney/Authority Counsel — ***Approved Electronically***

Jeanette Duran, Interim Finance Director/Interim City Treasurer

Duran

Approved by:

William K. Tam, City Manager/Executive Director

Background and Analysis:

Irwindale Municipal Code section 2.16.020 authorizes the City Manager to appoint of the director of finance.

On November 29, 2021, Jeanette Duran was appointed as the City's Interim Finance Director, a position vacated upon the resignation of the previous Finance Director, Eva Carreon, who also served as the City Treasurer.

At this time, it is necessary to appoint an Interim City Treasurer, as provided in Irwindale Charter Section 708, which position may be established by Resolution per Irwindale Municipal Code Section 2.12.010

It is therefore recommended that the City Council, the Successor Agency to the Irwindale Community Redevelopment Agency, and the Irwindale Housing Authority Board appoint Jeanette Duran, as Interim Finance Director, to the appointive position of City Treasurer.

Fiscal Impact:
As provided in the Irwindale Municipal Code Section 2.12.050, The City Treasurer shall receive a salary of fifty dollars per month, payable monthly, which is included in the FY 2021-22 operating budget

Attachment:
Resolution No. 2021-118-3240
Resolution No. SA 2021-119-3241
Resolution No. HA 2021-10-109

RESOLUTION NO. 2021-118-3240
RESOLUTION NO. SA 2021-119-3241
RESOLUTION NO. HA 2021-10-109

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING THE APPOINTMENT OF INTERIM CITY TREASURER

WHEREAS, the City Council of the City of Irwindale, Successor Agency to the Irwindale Community Redevelopment Agency (Successor Agency), and Irwindale Housing Authority hereby find that Section 2.12.010 of the Irwindale Municipal Code allows offices and positions in city employment, other than those created or established by state law or by the Municipal Code, to be fixed and established by resolution of the City Council; and

WHEREAS, Irwindale Municipal Code section 2.16.020 authorizes the City Manager to appoint of the director of finance; and

WHEREAS, Jeanette Duran was appointed by the City Manager as the City's Interim Finance Director on November 29, 2021; and

WHEREAS, Irwindale Charter Section 708 requires that the City Council appoint the City Treasurer.

NOW, THEREFORE, the City Council of the City of Irwindale, California, the Successor Agency to the Irwindale Community Redevelopment Agency, and the Irwindale Housing Authority Board, do hereby resolve, determine, and order as follows:

SECTION 1. Jeanette Duran shall be appointed to the position of Interim City Treasurer.

SECTION 2. The Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 8th day of December 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura Nieto,
Deputy City Clerk

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

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Joint Resolution No. 2021-118-3240, Resolution No. SA 2021-119-3241, and Resolution No. HA 2021-10-109 adopted at an adjourned meeting of the City Council of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency, and the Irwindale Housing Authority held on December 8, 2021, by the following vote:

Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura Nieto
Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1O
SA & HA Item 1D

Date: December 8, 2021

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

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

Issue: Authorization To Invest Monies Into the Local Agency Investment Fund Account

City Manager/Executive Director's Recommendation:

That the City Council, Successor Agency and Housing Authority adopt Joint Resolution No. 2021-120-3242, Resolution No. SA 2021-121-3243, and Resolution No. HA 2021-11-110 entitled: **"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND,"** reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:
Jeanette Duran, Interim Finance Director/City Treasurer
(626) 430-2268

Duran

Prepared by:

Jeanette Duran, Interim Finance Director/City Treasurer

Duran

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

Approved Electronically

Jeanette Duran, Interim Finance Director/City Treasurer

Duran

Approved by:
William K. Tam, City Manager/Executive Director

Background and Analysis:
Irwindale has invested a portion of its surplus monies in the California Local Agency Investment Fund ("LAIF") since 1977 because of the convenience of having liquidity at a corresponding reasonable yield that LAIF provides to local government.

LAIF requires that no transaction can be processed in LAIF accounts without evidence that the individual requesting the transaction is authorized. The attached joint resolutions is to update the officers and successors in office that are authorized to make deposits into and withdrawals from monies in LAIF.

Fiscal Impact: None

Attachment:
Resolution No. 2021-120-3242
Resolution No. SA 2021-121-3243
Resolution No. HA 2021-11-110

RESOLUTION NO. 2021-120-3242
RESOLUTION NO. SA 2021-121-3243
RESOLUTION NO. HA 2021-11-110

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY"), AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, pursuant to Chapter 730 of the Statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council of the City of Irwindale, Successor Agency to the Irwindale Community Redevelopment Agency (Successor Agency), and Irwindale Housing Authority each does hereby find that the deposit and withdrawal of money in the Local Agency Invest Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interest of the City of Irwindale, Successor Agency, and Irwindale Housing Authority; and

WHEREAS, on January 11, 2012, the City Council adopted Resolution No. 2012-08-2547 electing to serve as the Successor Agency to the Dissolved Irwindale Community Redevelopment Agency, and replace it with this joint resolution;

WHEREAS, each of the agencies desire to rescind their respective resolution numbers 2012-15-2554, 2012-08-2547, and HA 2012-02-035 that were adopted in February 8, 2012, and replace them with this joint resolution.

NOW, THEREFORE, the City Council of the City of Irwindale ("City Council") as Successor Agency to the Irwindale Community Redevelopment Agency, and the Board of Directors of the Irwindale Housing Authority does hereby find and determine as follows:

SECTION 1. The City Council/Board of Directors does hereby authorize the deposit and withdrawal of monies of the City of Irwindale, Successor Agency, and Irwindale Housing Authority in the Local Agency Investment Fund; and

SECTION 2. The City Council/Board of Directors authorizes the following officers to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Jeanette Duran
Interim Finance Director/
Interim City Treasurer

Signature

Eileen Diep
Senior Finance Analyst

Signature

Claudia Carlos
Finance Analyst

Signature

SECTION 3. The Deputy City Clerk shall certify to the passage and adoption of these joint resolutions, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 8th day of December 2021.

Mayor

ATTEST:

Laura Nieto
Deputy City Clerk

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

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Joint Resolution No. 2021-120-3242, Resolution No. SA 2021-121-3243, and Resolution No. HA 2021-11-110 adopted at an adjourned meeting of the City Council of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency, and the Irwindale Housing Authority held on December 8, 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto
Deputy City Clerk

CC Item 1P

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Rejection of Claim: Five Points, LLC vs. City of Irwindale

City Manager's Recommendation:

Reject the claim of Five Points, LLC vs. City of Irwindale and direct staff to send a letter of rejection

Administrative Action:

Prepared and Submitted by:

William Tam, City Manager

Reviewed by:

Adrian Guerra, City Attorney

Electronically Approved

Approved by:

William Tam, City Manager

Background and Analysis:

In November 2015, the City and M&A Gabaee, LLC (predecessor to Five Points, LLC as developer) entered into a Purchase and Sale and Development Agreement ("PSA") for the property located at 5175 Vincent Avenue. The agreement provided for the sale of the property by the City as Successor Agency to the Irwindale Community Redevelopment Agency to M&A Gabaee, LLC and for future development of the property subject to the terms and conditions of the PSA.

Five Points, LLC, as the developer of the property, submitted applications to the City for the development and construction of a single-story ±545,735 square-foot speculative concrete tilt-up building to be located at 5175 Vincent Avenue. The developer submitted an Environmental Impact Report (SCH #2018121056) for approval by the City Council and applied for (1) Site Plan and Design Review for the proposed project, which included site configuration, design, location, and impact of the proposed use, as well as

the compliance of the project with the established Zoning Code standard and the "City of Irwindale Commercial and Industrial Design Guidelines"; (2) a General Plan Amendment to approve the change of the current General Plan designation from "Residential" to "Industrial/Business Park"; and (3) Approval of the Lot Line Adjustment.

On October 13, 2021, the City Council held a public hearing on the same, and denied the permit applications with a finding that the benefits did not outweigh the significant unavoidable environmental impacts on air quality identified in the Environmental Impact Report. The City Council further declined to adopt a Statement of Overriding Considerations.

On October 27, 2021, Five Points, LLC submitted a litigation hold letter to the City, stating that in light of the City's actions at the October 13, 2021 City Council hearing, litigation is now likely.

On November 19, 2021, Five Points, LLC submitted a claim for damages to the City for $20 million, alleging claims for (1) breach of contract, (2) breach of implied-in-fact contract; (3) breach of the covenant of good faith and fair dealing; (4) promissory estoppel based on the purchase and sale agreement.

Staff has reviewed the claim and recommends that the City Council reject the claim and direct staff to send a letter of rejection.

Fiscal Impact:

None

JEFFER MANGELS BUTLER & MITCHELL LLP
MATTHEW D. HINKS (Bar No. 200750)
mhinks@jmbm.com
LARA R. LEITNER (Bar No. 303162)
lleitner@jmbm.com
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067-4308
Telephone: (310) 203-8080
Facsimile: (310) 203-0567

Attorneys for Claimant FIVE POINTS, LLC

FIVE POINTS, LLC,

Claimant,

v.

CITY OF IRWINDALE,

Respondent.

CLAIM PURSUANT TO GOVERNMENT CODE SECTIONS 900 *ET SEQ.*

TO THE CLERK OF THE CITY OF IRWINDALE:

Pursuant to California Government Code Sections 900 *et seq.*, Five Points, LLC ("Claimant") submits the following claim to the City of Irwindale (the "City"). Claimant's current address is 9034 West Sunset Boulevard, West Hollywood, California 90069. Responses to this Claim should be sent to Lara R. Leitner, Esq. at Jeffer Mangels Butler and Mitchell, LLP, 1900 Avenue of the Stars, Los Angeles, California 90067.

Claimant asserts a Claim against the City for damages for breach of contract, breach of implied-in-fact contract, breach of the covenant of good faith and fair dealing, and promissory estoppel. In addition, Claimant intends to assert claims against the City that are not subject to Government Code § 945.4. The facts upon which this Claim are based include, but are not limited to, the following:

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I. PARTIES TO THE CLAIM

1. Claimant Five Points, LLC ("Claimant") is a California limited liability company with its principal place of business located at 9034 West Sunset Boulevard, West Hollywood, California 90069. Claimant is the owner and developer of the property that is the subject of this lawsuit.

2. Respondent the City of Irwindale ("City") is and was a municipal corporation and Charter City existing under the laws of the State California. The City is the successor agency to the Irwindale Community Redevelopment Agency ("ICRA").

II. DETAILED STATEMENT OF CLAIM

3. Claimant brings this claim against the City to recover the millions of dollars owed to it as a result of the City's breaches of the parties' contract and related conduct. In short, the City induced Claimant to purchase a former mining pit it owned for millions of dollars, pay millions of dollars more to remediate the site and assist the City in settling its liabilities, all based upon the promises and assurances of the City that the site was to be developed for industrial uses. When Claimant designed, paid for environmental review and sought entitlements for the very project envisioned in the parties' purchase, sale and development agreement, the City simply changed its mind and refused to approve the project, leaving Claimant with nothing to show for its multi-million dollar investment.

A. The City Conveys Property to Claimant for Light Industrial or Commercial Development

4. In June 2005, the ICRA acquired real property located at 5175 Vincent Avenue, which is composed of three parcels (APNs: 8417-034-904, 910, 911) totaling 35.4 acres (the "Site"). The Site was a former mining pit known as the "Manning Pit" that was used in the 1970s for disposal of salt, clay, and sand wash and then, in the 1980s, was backfilled with a variety of construction debris.

5. The ICRA acquired the Site with plans to reclaim and redevelop the Site, a portion of which would be developed with affordable housing using the former Low and Moderate Income Housing Fund ("LMHIF"). In light of challenges and delays ICRA incurred in reclaiming the Site,

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the ICRA transferred the Site from the LMHIF to the non-housing ICRA account using redevelopment set-aside funds with plans to provide a mix of housing and commercial or light industrial development on the Site.

6. The Site was contaminated with hazardous materials, including unacceptable concentrations of lead and other deleterious materials. On April 3, 2007, the ICRA issued a request for proposal for the remediation work that needed to be done before the Site could be developed. On October 10, 2017, the City awarded the contract to remediate and backfill the Site to Dispatch Transportation, LLC dba Windrow Earth Transport ("Dispatch"). On November 6, 2008, the Planning Commission approved a conditional use permit and adopted a mitigated negative declaration for the remediation and filling of the former Manning Pit. On September 14, 2011, Commodity Trucking Acquisition ("Commodity Trucking") acquired Dispatch's rights to the License Agreement and conditional use permit for reclamation of the Site.

7. On May 16, 2014, Mason & Mason prepared an appraisal report for the Site that documented the existence of deleterious material and potential lead-contaminated soil.

8. On December 13, 2013, the City, Commodity Trucking, and Claimant's predecessor, M&A Gabaee, LLC (referred to herein as "Claimant"), entered into an Exclusive Negotiating Agreement ("ENA") to negotiate the purchase, sale and development of the Site for future light industrial and/or commercial use. The purpose of the ENA was to facilitate the development of the Property for industrial uses by introducing a capital investor to assume the financial risk of remediating and reclaiming the Property in exchange for its right to purchase the Property for industrial development.

9. Claimant stepped in to assist the City by assuming financial and environmental risks associated with the costly and time consuming remediation and reclamation efforts necessary for the Site. Without Claimant's involvement, the City would likely have left the Manning Pit in its original condition given the prohibitive expense and exposed liability that the City discovered the work would require. Together, the City, Claimant, and Dispatch formed a public-private partnership to share the risk and reclaim a major land asset for the benefit of all parties and the community at large.

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10. While Dispatch's remediation work was underway, redevelopment agencies in California were abolished. The dissolution procedures of ABX1 26 and subsequently AB 1484 (enacted in June 2012) required the disposition or transfer of properties formerly held by the redevelopment agencies. Pursuant to ABX1 26, AB 1484, and City Resolution No. 2012-08-2547, the City serves as the successor agency to the ICRA. On August 8, 2014, the Department of Finance approved the transfer of the Site from the ICRA to the City, and the City acquired the Site on August 27, 2014.

11. In October 2015, the City Council adopted Resolution No. 2015-70-2799 approving a Purchase, Sale and Development of Real Property and Joint Escrow Instructions ("PSDA") for Claimant's acquisition and development of a 25.4 acre portion of the Site (the "Property") for "light industrial and/or commercial" development. The remaining approximate 10 acres along the western boundary would be reserved for the City for residential and other compatible uses. The City found the Project would provide "a significant economic opportunity" through the development of underutilized and blighted property, employment opportunities, tax revenue, and other amenities. Resolution No. 2015-70-2799 states that the PSDA "is in the vital and best interests of the community, will serve the health, safety, and general welfare of the City of Irwindale, and their citizens, will strengthen the City's land use and social structure, and alleviate economic and physical blight within the City."

12. On November 15, 2015, the City and Claimant executed the PSDA. All references to "Buyer" and "Developer" in the PSDA apply to Claimant as assignee. A true and correct copy of the PSDA is attached hereto as Exhibit A.

B. The PSDA

13. The PSDA provides for the purchase by Claimant of the Property for $3,058,571.43 for future development of light industrial and/or commercial facilities. Section 10.2 of the PSDA states that "The Site shall be developed by the Buyer as provided in the Buyer's scope of development and conceptual plans ("Scope of Development") as indicated on the attached Exhibit 'B' and the plans and permits to be prepared by Developer and approved by the City pursuant to Section 10.4. Notwithstanding any other provision set forth in this Agreement to the contrary,

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Developer, subject to reasonable approval of City, shall have the right to modify or change the Scope of Development."

14. The Scope of Development in Exhibit B states in relevant part: "The 'Project" to be developed on the Site, when submitted at a future date, shall be light industrial and/or commercial in nature and shall include improvements to enhance the aesthetics of the surrounding neighborhood and protect the residential uses; improvements shall include but not be limited to, attendant streets, lighting, landscaping, decorative perimeter walls, and other public improvements. The Project shall include a landscaped 'buffer area' ('Residential Buffer') to separate the Project's industrial components from the residential areas."

15. Section 10.2(e) of the PSDA provides that the "City shall be responsible for obtaining the approval of this Agreement and any future Project as required by CEQA."

16. Section 10.3(a) of the PSDA provides that the City "warrants and represents that the City of Irwindale General Plan and Zoning Ordinance permit Seller's proposed development, and construction, operation, and use of the Site as provided in this Agreement, including without limitation the Project as described in Exhibit "B", subject only to (i) approval of this Agreement and the proposed Project pursuant to Government Code § 52201, (ii) those development approvals yet to be obtained, including site plan review, and (iii) City of Irwindale review and approval of a Final Map for the project, and (iv) those entitlements required under Section 5.1(b)(v) hereof." The PSDA further provides, however, that the City "shall reasonably cooperate with Buyer in procuring the foregoing approvals."

17. Section 10.3(b) provides that "Prior to the Effective Date of this Agreement, the [City] approved the Buyer's conceptual plans and Scope of Development (Exhibit 'B')."

18. Section 10.3(d) provides, in relevant part, that "in no case shall [the City] be entitled to require changes which are inconsistent with the Scope of Development (Exhibit 'B'), including previously-approved or deemed-approved modifications to the Scope of Development."

19. Section 10.8 provides that "Buyer agrees to use, devote, and maintain the Site for (i) light industrial and commercial improvements on approximately two-thirds (2/3) of the easterly portion of the Site, including attendant streets, lighting, landscaping and other public

improvements and (ii) aesthetic landscaping in the Residential Buffer to be maintained in such a manner as to effectively and attractively screen the Residential Area from visual, noise and dust impacts associated with the Project."

20. Section 10 of the PSDA contains "Covenants Relating to the Project" that restrict Claimant's ability to transfer or sell the Property and binds Claimant to the Scope of Development and Schedule of Performance contemplated in the PSDA. In other words, the PSDA required Claimant to carry out the Project pursuant to the Scope of Development.

21. Section 10.2(a) contains "Critical Construction Deadlines." Among other things, Section 10.2 provides that the City shall complete its Site Plan and Design Review approvals by no later than January 31, 2017. Exhibit E to the PSDA, Schedule of Performance, provides that the City Planning Commission shall act on Claimant's entitlement applications within 270 days of submittal and the City Council shall act within 60 days of the Planning Commission decision, such that City review and action on the entitlements is to be completed within a year of application submittal. Section 12.4 of the PSDA provides that time is of the essence.

C. Claimant Applies for Entitlements and Approvals for the Project

22. Relying upon the City's promises and commitments to facilitate Claimant's development of the Site consistent with the PSDA, Claimant paid millions of dollars to ensure the remediation of the Site. Among other things, Claimant has fully reclaimed the 10-acre parcel reserved for the City for development of housing, which is critical given the City's Regional Housing Needs Assessment (RHNA) allocation and the City's Housing Element Update.

23. In further reliance on the PSDA and the City's promises, commitments, and representations that it would support and facilitate the Project, Claimant also contributed $2 million towards the City's settlement with Waste Management. Claimant had no obligation to contribute towards the settlement but did so in the spirit of cooperation and partnership given the PDSA.

24. In light of the PSDA, Claimant submitted entitlement applications to the City in 2017 for the development and construction of a single-story ±545,735 square-foot speculative concrete tilt-up building and associated passenger vehicle and truck parking on the Property (the

"Project"). The building would consist of ±10,000 square feet of office space (5,000 square feet ground floor/5,000 square feet mezzanine) and ±535,735 square feet of warehouse space. The Project was fully consistent with the Scope of Development described in the PDSA.

25. Although many potential uses for the tilt-up building are allowable by right due to its M-2 (Heavy Manufacturing) zoning designation, the Project proposes clean, light industrial uses.

26. Among the entitlements, was an application for a General Plan Amendment (No. 02-2017) to change the designation of a portion of the Property from residential to industrial/business park to conform with the industrial/business park General Plan designation for the rest of the Property ("General Plan Amendment"). According to the City itself, due to a mapping error, a portion of the Site was designated in the General Plan for residential uses, although the intent of the Plan was to designate the entire Site for industrial uses.

27. Claimant also applied for Site Plan and Design Review (No. 04-2017) for the construction of the Project ("Site Plan & Design Review").

28. On August 9, 2018, the Planning Division held a meeting for members of the public to review, comment, and ask questions about the proposed Project. Claimant's representatives and City staff were present to answer questions.

29. In January 2019, in response to a letter from the State Attorney General, the Planning Commission continued a scheduled hearing regarding the Project and the City required preparation of an Environmental Impact Report ("EIR") for the Project instead of a Mitigated Negative Declaration ("MND") as had previously been proposed under the California Environmental Quality Act ("CEQA").

30. The City took approximately 2.5 years to prepare the EIR (SCH#2018121056), thereby significantly delaying the Project.

31. On February 20, 2020, a Scoping Meeting was held to establish the scope of the EIR to be prepared.

32. Pursuant to CEQA, an alternative design was also fully analyzed in the EIR. The alternative project consisted of three separate industrial warehouse buildings with separately

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designated parking areas for a total of ±544,483 square feet of industrial use ("Project Alternative"). City staff concluded that, the Project Alternative, like the Project itself, incorporated the design elements of the Commercial and Industrial Design Guidelines.

33. On February 17, 2021, the Draft EIR ("DIER") was circulated for public review and comment for the required 45 days through May 2, 2021. The DEIR analyzed 21 environmental study areas and three project alternatives (i.e., the Project Alternative, no project, or a project utilizing the maximum floor area ratio allowed), offered mitigation measures, and identified one significant and unavoidable environmental impact in the area of air quality. As a result, the EIR required City Council approval of a Statement of Overriding Considerations.

34. On July 15, 2021, Claimant facilitated a non-City sponsored community meeting to further discuss the Project. Prior to the meeting, Claimant also distributed 1500 flyers to nearby Irwindale and County of Los Angeles neighborhoods and followed up with door-to-door visits.

D. <u>The City Breaches the PSDA and Rejects the Project</u>

35. On July 21, 2021, the City Planning Commission held a hearing on (1) the EIR; (2) a General Plan Amendment to change the General Plan land use designation for a portion of the Site from residential to industrial/business park; and (3) Site Plan & Design Review for the Project.

36. City staff stated in its staff report to the Planning Commission that "[t]he proposed tilt-up building incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping. The large building incorporates tower elements as focal points and breaks up the expansive exterior walls with architectural projections and details around the windows. The vertical and horizontal reveals, arched parapets and multi-color palette also work to add depth and character to the building. The design is similar to many of the recently approved developments, which have been designed to closely adhere to the

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guidelines, while maintaining function and aesthetic uniqueness."

37. Accordingly, "[s]taff recommend[ed] that the Planning Commission: 1) Adopt Resolution No. 803(21) recommending that the City Council certify the FEIR, adopt the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP); 2) adopt Resolution 804(21) recommending that the City Council approve [the] General Plan Amendment…; and 3) adopt Resolution No. 805(21) recommending that the City Council approve Site Plan and Design Review…subject to the proposed Conditions of Approval for the single or three (3) building alternative." In particular, staff recommended "that the Planning Commission recommend that the City Council find that the significant unavoidable adverse impacts of the industrial warehouse project are clearly outweighed by the economic, social, technological, and other benefits of the project, as set forth in the Statement of Facts and Findings and Statement of Overriding Considerations that will provided to the City Council. The project benefits include additional employment opportunities to the community, development of an industrial warehouse building on a site that is consistent with the policies of the General Plan and zoning, and is accessible to regional markets, and conforms to the City's design guidelines in an effort to promote quality urban design. The impacts that were found in the EIR to be significant and unavoidable are related to: Air Quality[.] Although the EIR identifies certain significant environmental effects that will result if the project is implemented, all significant effects that can feasibly be avoided or mitigated will be by the imposition of conditions and/or mitigation measures. Based on current State Law, unavoidable air quality impacts are common with many projects such as the proposed industrial warehouse project."

38. For no stated reason, the Planning Commission hearing was continued to August 9, 2021. Despite staff's recommendation, the Planning Commission voted 3-0 to recommend denial of the Project to the City Council and requested that staff draft resolutions denying the project based on the Commission's conclusion that, despite the City's representations and promises, the Project benefits do not outweigh its impacts.

39. On September 15, 2021, the Planning Commission adopted Resolution Nos. 808(21), 809(21), and 910(21) recommending that the City Council deny certification of the FEIR,

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the General Plan Amendment, and the Site Plan & Design Review.

40. On October 13, 2021, the City Council held a hearing on Claimant's FEIR, General Plan Amendment, and Site Plan & Design Review. At the conclusion of the hearing, the City Council declined to adopt the Statement of Overriding Considerations, thereby upholding the Planning Commission's denial of the FEIR, the General Plan Amendment, and the Site Plan and Design Review.

III. CLAIM FOR DAMAGES

41. Section 12.13 of the PSDA states that "The covenants and agreements contained herein shall survive Close of Escrow and…shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, successors and assigns." Likewise, Section 12.16 of the PSDA states that "This Agreement and any modifications, amendments or supplements thereto may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties thereto."

42. Pursuant to the terms of the PSDA, the City "approved the Buyer's conceptual plans and Scope of Development (Exhibit 'B')" for the Project, which confirmed Claimant's right to pursue development that is "light industrial and/or commercial in nature and shall include improvements to enhance the aesthetics of the surrounding neighborhood and protect the residential uses." (PSDA, Section 10.3(b); PSDA, Exhibit B). Section 10.3(d) further states that "in no case shall Seller be entitled to require changes which are inconsistent with the Scope of Development (Exhibit 'B'), including previously-approved or deemed-approved modifications to the Scope of Development." In other words, the PSDA provides that the City sold the Property to Claimant for a specific purpose.

43. The City also "warrant[ed] and represent[ed] that the City of Irwindale General Plan and Zoning Ordinance permit [the] proposed development, and construction, operation, and use of the Site as provided in th[e] [PSDA]" and that it would "cooperate with Buyer in procuring" "those development approvals yet to be obtained, including site plan review," "City of Irwindale review and approval of a Final Map for the project," and "those entitlements required under Section 5.1(b)(v)" of the PSDA. (PSDA, Section 10.3(a)).

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44. Claimant has performed all conditions, covenants, and promises required on its part to be performed in accordance with the terms and conditions of the PSDA. To the extent Claimant did not perform any conditions, its nonperformance was excused by the City's failure to perform.

45. The City breached the PSDA by, among other things: (1) rejecting Claimant's Project in its entirety even though the City had already "approved the Buyer's conceptual plans and Scope of Development (Exhibit 'B')" for the Project "[p]rior to the Effective Date" of the PSDA and stated that the Property "shall" be developed with light industrial and/or commercial uses; (2) failing to cooperate with Buyer in procuring the remaining entitlements and approvals for the Project in violation of Section 10.3(a) of the PSDA; (3) failing to obtain CEQA compliance; and (4) failing to comply with critical construction deadlines.

46. The City made clear contractual promises to Claimant to convey the Property, approve the Scope of Development, and cooperate in securing City approvals and entitlements for the Project. The City breached its duties under the PSDA by denying outright Claimant's proposed Project that the City had already contractually and in its course of dealings approved in concept and scope.

47. Claimant paid several million dollars for the Property at its fair market value ($3,058,571.43) on reliance on the City's promises and commitments to facilitate the Project. Also, Claimant expended millions more preparing, applying for, and pursuing the remaining entitlements and approvals for the Project on justifiable reliance on the City's promises and remediating the Site and contributing towards the City's settlement with Waste Management.

48. Implied in the PSDA is also a covenant of good faith and fair dealing. The City breach the implied covenant of good faith and fair dealing by taking action to deny Claimant the benefits of its bargain with the City.

49. In addition, the City is also liable to Claimant on a promissory estoppel theory. Beginning in 2013, the City made clear promises to Claimant that it would cooperate and collaborate in obtaining Project approvals and entitlements. Such promises were made both in writing through the PSDA, orally, and through its course of conduct and dealings with Claimant. The City manifested its promises to cooperate in securing Claimant's remaining entitlements and

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approvals for the Project through its participation and facilitation of City sponsored meetings regarding the Project over the last six years.

50. Claimant remains ready, willing and able to move forward with the Project pursuant to the PSDA. Claimant has the financial, technical, and professional resources in place to ensure the timely execution and completion of the Project.

51. As a direct and proximate result of the City's breaches of its contract and other obligations, Claimant has been damaged in an amount no less than $20 million. This amount includes the $3,058,571.43 purchase price of the Site; costs incurred remediating the Property and contributing to the Waste Management settlement; costs incurred for processing entitlements, architectural/engineering and design costs, legal and consulting fees and other related expenses; and lost profits. Claimant would not have incurred those costs and expenses but for the City's promises, representations, and actions guaranteeing Claimant's right to develop the Property with light industrial uses consistent with the City approved Scope of Development in the PSDA.

52. Claimant is therefore entitled to recover at least $20 million due to the losses suffered at the hands of the City. Thus, the claim would result in an unlimited civil case.

DATED: November 18, 2021

JEFFER MANGELS BUTLER & MITCHELL LLP
MATTHEW D. HINKS
LARA R. LEITNER

By: _____
LARA R. LEITNER
Attorneys for Claimant FIVE POINTS, LLC

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EXHIBIT A

AGREEMENT FOR PURCHASE, SALE & DEVELOPMENT OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

Escrow No. 600649-LM2
Date of Opening of Escrow: 11/25, 2015

To: Escrow Holder
Phyllis Chambers.
First American Title Insurance Company
National Commercial Services
777 South Figueroa Street, 4th Floor
Los Angeles, CA 90017
Phone: 213-271-1720
Email: pchambers@firstam.com

THIS AGREEMENT FOR PURCHASE, SALE & DEVELOPMENT OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made this 28th day of October, 2015 ("Effective Date"), by and between THE CITY OF IRWINDALE, a California Charter City ("**Seller**" and occasionally herein "**City**"), and M&A GABAEE, a California limited partnership ("**Buyer**" and occasionally herein "**Developer**").

RECITALS

A. This Agreement pertains to the conveyance to Buyer by Seller of those certain parcels of vacant real property consisting of approximately 25.4 acres in the City of Irwindale more particularly described and depicted in **Exhibit "A"** attached hereto (the "**Site**"). As shown and described in Exhibit "A" the Site excludes that residential area adjacent to the Site's eastern border (the "**Residential Area**"). The Site was initially acquired by the Irwindale Community Redevelopment Agency ("**ICRA**") using the former Low and Moderate Income Housing Fund ("**LMIHF**") to develop affordable housing on a portion of the Site. In light of the challenges and time required to secure reclamation of the Site, the ICRA subsequently for consideration made to the LMIHF transferred the Site from the LMIHF to the non-housing ICRA account using redevelopment set-aside funds. The goal of such transfer was to secure a mix of housing and commercial or light industrial development on the reclaimed Site.

B. The Site contained (and continues to contain as of the Effective Date) deleterious materials that included potentially contaminated soil with lead concentrations above the soluble threshold limit concentrations for lead. The potential risks of having to dispose any lead-contaminated soil is included in a May 16, 2013 appraisal report prepared by Mason & Mason.

C. On April 3, 2007, the ICRA issued a Request for Proposals ("**RFP**") for the Site's remediation, filling of abandoned mine pits, removal of contaminated soils, and other work (collectively, "**Remediation**") to accomplish future development of the Site. Dispatch Transportation, LLC dba Windrow Earth Transport ("**Dispatch**"), by way of its April 16, 2007, response to the RFP, proposed to remediate materials placed on the Site by the ICRA's former

contractor as well as any third parties and perform a grading operation to bring the Site to street level.

D. On October 10, 2007, Dispatch was awarded the contract by ICRA to perform the Remediation. During Dispatch's ongoing performance of the Remediation, a California State Supreme Court ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), resulted in the outright elimination of all 425 redevelopment agencies in the State of California. The dissolution procedures under ABX1 26 include a process for the disposition and/or transfer of assets, including property holdings of former redevelopment agencies. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for asset management/disposition/transfers. Pursuant to ABX1 26 and AB 1484, the City serves as Successor Agency to the ICRA following the adoption by the City Council of the City of Irwindale ("City Council") of Resolution No. 2012-08-2547, adopted on January 11, 2012.

E. Under AB 1484, the Site is subject to the disposition process requiring the State Department of Finance (**"DOF"**) to approve a Long Range Property Management Plan (**"LRPMP"**) prepared by the Successor Agency describing the proposed sale of properties owned by the Successor Agency, including the Site. The transfer of the Site by ICRA to the City was approved by DOF via DOF's approval of the LRPMP on August 8, 2014. Therefore, on August 27, 2014, the Site was purchased by the City from the Successor Agency for the then-current fair market value, as confirmed by the May 16, 2013, appraisal report prepared by Mason & Mason.

F. On December 13, 2013, the City, Dispatch, and Developer entered into an Exclusive Negotiating Agreement (**"ENA"**) by which the parties agreed to negotiate the sale of the Site by the City to Developer for light industrial and/or commercial development. The **"Project"** to be developed on the Site shall include light industrial and commercial improvements including attendant streets, lighting, landscaping and other public improvements. The Project includes a landscaped "buffer area" (**"Residential Buffer"**) to separate the Project's industrial components from the Residential Area. Landscaping and all improvements to the buffer areas shall be maintained by Developer at no cost to City. Developer shall not be required to install any improvements in the Residential Area, but shall use commercially reasonable efforts to provide that any utilities and public improvements developed within the Site are installed in a manner so as to allow for a seamless and efficient tie to the Residential Area. The Project, including demarcations of the Residential Buffer, shall be further described and depicted in the Project description, concept plans, architectural renderings and site plans consistent with **Exhibit "B"** to be prepared by Developer and submitted to City for review and approval.

G. The City and the Developer now desire to enter into this Agreement to provide for the sale of the Site from the City to the Developer for Project development. In accordance with Irwindale Charter Section 607(j) and Irwindale Municipal Code Section 3.44.160, the City Council has considered the sale of the Site pursuant to this Agreement for the full, appraised fair market value and, per Resolution No. 2015-70-2799 approved concurrently with this Agreement, found that the sale is appropriate to further the City Council's goals of providing for economic development of underutilized and blighted property in the City.

H. The City Council found that the proposed Project will result in a significant economic opportunity. The Site will be revitalized from an extreme blighted condition, including the excavation of contaminated soils and back-filling of clean fill for abandoned mining pits. The City Council finds and determines that the Project is likely to result in employment of City residents, substantial increases in tax revenues to the City, and provide other amenities. City acknowledges the public benefit of such results and wishes to encourage expansion of job opportunities in the City. This Agreement is in accord with applicable state and federal laws and is in the vital and best interests of the community, will serve the health, safety, and general welfare of the City of Irwindale, and their citizens, will serve to strengthen the City's land use and social structure, and alleviate economic and physical blight within the City.

NOW, THEREFORE, based on the above recitals, which are deemed true and correct and which are incorporated into the terms of this Agreement, and in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY.

1.1 Generally. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer all Buyer's rights, title and interests to the Site upon the terms and conditions hereinafter set forth.

2. OPENING OF ESCROW; CLOSING DATE; PURCHASE PRICE.

2.1 Opening of Escrow. Within three (3) business days after the execution of this Agreement by Buyer and Seller and approval by the Irwindale City Council, the Parties shall open an escrow (**"Escrow"**) with the Escrow Holder identified above (herein the **"Escrow Holder"**) by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder (**"Opening of Escrow"**). Escrow Holder shall fax written notice of the Opening of Escrow date to Buyer and Seller.

2.2 Closing Date. Escrow shall close on or before sixty (60) days following the Opening of Escrow (**"Closing Date"**), unless extended by mutual written agreement of the parties. The terms the **"Close of Escrow"** and/or the **"Closing"** are used herein to mean the time the Grant Deed (as hereinafter defined) is recorded in the Office of the County Recorder of Los Angeles County, California.

2.3 Purchase Price. The Purchase Price for Buyer's acquisition of all interests of Seller in the Site is THREE MILLION FIFTY-EIGHT THOUSAND, FIVE-HUNDRED SEVENTY-ONE DOLLARS AND 43/100 ($3,058,571.43).

3. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

3.1 Buyer. Buyer agrees that on or before 1:00 p.m. on the business day preceding the Closing Date, Buyer will cause the deposit with Escrow Holder of all additional funds

and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including, without limitation, the following:

(a) A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County, if any; and

(b) The Purchase Price and such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

3.2 Seller. Seller agrees that on or before 1:00 p.m. on the business day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including, without limitation, the following:

(a) A grant deed conveying the Site to Buyer in the form attached hereto as **Exhibit "C"** (**"Grant Deed"**).

(b) Two duplicate originals of California Form 590 Real Estate Withholding Exemption Certificates in the form required by the California Franchise Tax Board (**"California Residency Affidavit"**); and

(c) Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

3.3 Recordation, Completion and Distribution of Documents. Escrow Holder will cause the Grant Deed to be recorded when (but in no event after the date specified in Section 2.2 above) it can issue the Title Policy in the form described in Section 4.2 below, and holds for the account of Seller the items described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

3.4 Escrow Holder Responsibilities. Escrow Holder will not have any responsibilities for the parties' performance of the terms of the Agreement which are to be performed after the Closing. If required pursuant to the terms hereof, the parties may execute supplemental escrow terms and instructions on Escrow Holder's standard form provided such supplemental instructions are consistent with the terms hereof.

4. TITLE MATTERS.

4.1 Approval of Title. Buyer acknowledges that it has received copies of that preliminary title report for the entire Site dated April 9, 2013, as Order No. NCS-600649-LA2 (the **"Preliminary Title Report"**). As of the Effective Date, Buyer approves title in the form specified in Section 4.2.

4.2 Title Policy. Upon receipt by Escrow Holder of the Grant Deed in favor of Buyer executed and acknowledged by Seller as instrument for the conveyance of the Site, Escrow Holder shall cause to be issued and delivered to Buyer and Seller as of the Close of Escrow a CLTA standard coverage owner's policy of title insurance (**"Title Policy"**), or,

upon Buyer's request therefore, an ALTA extended coverage owner's policy of title insurance, issued by Title Company, with liability in the amount of the Purchase Price, insuring the Site according to the terms of the Title Policy and showing title vested in Buyer free of encumbrances, *except*:

(a) All non-delinquent general and special real property taxes, assessments and Los Angeles County solid waste fees for the current fiscal year;

(b) Those easements, encumbrances, covenants, conditions, restrictions, reservations, rights-of-way and other matters of record shown on the Preliminary Title Report and as approved by Buyer;

(c) The standard printed exceptions and exclusions contained in the Title Policy;

(d) Any exceptions created or consented to by Buyer, including, without limitation, any exceptions arising by reason of Buyer's possession of or entry on the Site.

5. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

5.1 Conditions to Closing.

(a) *Conditions to Buyer's Obligations.* The obligations of Buyer under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent on or before the Closing Date ("Buyer's Conditions"):

(i) Title Company will issue the Title Policy as required by Section 4.2 of this Agreement.

(ii) Seller has deposited the executed Grant Deed into Escrow.

(iii) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement

(iv) All Seller representations and warranties specified in Section 7.1 are true and correct.

(v) Buyer's approval of any other conditions specified in this Agreement.

(vi) Seller shall not be in default of any term or condition of this Agreement.

(vii) A fully executed copy of the **"Assignment and Assumption Agreement"** as defined and described in Section 6.3(a) hereof has been deposited into Escrow.

(viii) Buyer shall have secured any and all approvals needed to ensure that the Residential Area and any other areas demarcated as "Not A Part" in the Site depiction at Exhibit "A" and excluded from the Site's legal description in Exhibit "A" are legally subdivided from the Site, subject to the provisions of Section 6.3(b) below.

Buyer's approval or disapproval of Buyer's Conditions shall be in Buyer's sole and absolute discretion, for any or no reason; provided, however, if Buyer has not delivered written notice of approval or disapproval of Buyer's Conditions to Seller and Escrow Holder by the times provided above, or if no time is provided, on or before the Close of Escrow, each such condition shall automatically and conclusively be deemed to have been approved by Buyer.

(b) *Conditions to Seller's Obligations.* The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of each of the following conditions precedent on or before the Closing Date ("Seller's Conditions"):

(i) The instruments and funds accruing to Seller pursuant to this Agreement including but not limited to a fully executed copy of the Assignment and Assumption Agreement has been deposited with Escrow Holder.

(ii) The Purchase Price has been deposited into Escrow.

(iii) Buyer shall not be in default of any term or condition of this Agreement.

(iv) A executed copy of the Consent to Agreement for Purchase, Sale and Development of Real Property (defined and described in Section 6.3) approved by Licensee and in a form materially similar to that attached hereto as Exhibit "F", has been deposited into Escrow.

(v) Buyer shall have secured any and all approvals needed to ensure that the Residential Area and any other areas demarcated as "Not A Part" in the Site depiction at Exhibit "A" and excluded from the Site's legal description in Exhibit "A" are legally subdivided from the Site, subject to the provisions of Section 6.3(b) below. This condition shall be deemed fulfilled, unless waived in writing by Seller, upon Buyer obtaining a City-approved Final Map, Parcel Map, Lot Line Adjustment, Lot Split, or other such legal mechanism permitted under the Subdivision Map Act (Govt. Code §§ 66410 et seq.) for the legal division of the Residential Area and "Not A Part" areas from the Site.

(vi) Buyer shall provide Seller with a letter evidencing a commitment from lender(s) (in form and substance reasonably acceptable to City) indicating that such lender(s) have a definitive interest in financing the acquisition, construction and/or development of the Project by Buyer. Evidence of financial commitments shall also outline the financial terms pursuant to any proposed financing for the Project as well as specifically identify the sources of all equity

financing to be used by Buyer in the development of the Project. In the event the Project is to be financed exclusively by equity financing, the equity commitment shall evidence an amount sufficient to provide for the net acquisition costs of the Site and development of the Project by Buyer, as the case may be. The evidence of financial commitments required by this condition is further described in Section 10.3 of this Agreement.

Seller shall deliver to Escrow Holder and Buyer written notice of disapproval or waiver of the conditions set forth in this Section 5.1 on or before the Closing. In the event Seller shall fail to deliver such notice on or before the Closing each such condition shall automatically and conclusively be deemed to have been approved by Seller.

5.2 Covenant of Seller and Buyer. Buyer and Seller agree to cooperate with one another, at no cost or expense to the cooperating party, in satisfying the conditions precedent to Close of Escrow. Buyer shall be responsible for proceeding with diligence and in good faith to satisfy the conditions to Buyer's performance set forth in Section 5.1(a) and Seller shall be responsible for proceeding with diligence and in good faith to satisfy the conditions to Seller's performance set forth in Section 5.1(b).

5.3 Termination for Failure of Condition. In the event Buyer fails to waive, approve or disapprove any condition precedent specified in Section 5.1(a) or elsewhere in this Agreement on or before the date for approval set forth therein, Seller shall notify Buyer of such failure in writing and Buyer shall have a period of ten (10) days from receipt of such notice to elect in writing to waive such matter, approve such matter or to disapprove such matter and terminate this Agreement. The failure of Buyer to so approve or waive such matter within said ten (10) days shall be deemed to constitute disapproval thereof and Buyer's election to terminate. In the event Seller fails to waive, approve or disapprove any condition precedent specified in Section 5.1(b) or elsewhere in this Agreement on or before the date for approval set forth therein, Buyer shall notify Seller in writing of such failure and Seller shall have a period of ten (10) days from receipt of such notice to elect in writing to waive such matter, approve such matter or to disapprove such matter and terminate this Agreement. The failure of Seller to so approve or waive such matter within said ten (10) days shall be deemed to constitute disapproval thereof and Seller's election to terminate.

6. CONDITION OF SITE; RELEASES/INDEMNITY SITE CONDITION.

6.1 Environmental Laws. For purposes of this Agreement, "Environmental Laws" shall mean all federal, state or local statutes, regulations, ordinances, codes or rules as such have been or may hereafter be enacted, adopted, amended or supplemented and all common law causes of action relating to the protection of human health or the environment, including without limitations the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 7401, et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. 2601, et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f, et seq.), the Federal Insecticide, Fungicide and

Rodenticide Act, as amended (7 U.S.C. Section 136, et seq.) and the Clean Air Act, as amended (42 U.S.C. 7401, et seq.), and private rights of action for nuisance, trespass, or damages to property or persons.

6.2 Hazardous Materials. For the purposes of this Agreement, Hazardous Materials shall be deemed to mean asbestos, polychlorinated biphenyls, petroleum or by-products thereof, radioactive materials, or any chemical, material or substance included in the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances" and/or words of similar import under any federal, state and local laws, ordinances, rules and regulations whether present or future, relating to and/or dealing with the protection of the environment and/or human health and safety and/or applicable to the generation, handling, manufacture, installation, treatment, storage, use, transportation, discharge, disposal, presence and/or release into the air, soil, water at, above or below ground level (whether accidental or intentional) of such substances or materials.

6.3 Environmental Remediation and Grading. Buyer and Seller acknowledge that the Site requires environmental Remediation as described in that certain "License Agreement For Performance of Remediation and Grading" dated October 10, 2007 (the **"License Agreement"**) and that the environmental Remediation may include, but is not limited to, the removal of buried fuel storage tanks and other possible buried structures as well as the removal of any soil contamination caused by possible tank leaks, application of fill soils to fill former mining pits at the Site, removal of contaminated soils, tallus, and other Hazardous Material clean-up. The Buyer and Seller further acknowledge that any necessary environmental Remediation of the Site will be performed by Buyer after Close of Escrow. As such, since the Site environmental Remediation has not yet occurred, Buyer and Seller hereby agree as follows:

(a) *License to Enter; Assignment of License Agreement.* Seller shall assign to Buyer all Seller's rights and obligations under the License Agreement as to the Site (which excludes any remediation obligations and grading of the Residential Area which the City shall remain as owner and party to the License Agreement), and Buyer shall assume all such rights and obligations from Seller. Said assignment by Seller and assumption by Buyer shall be a condition precedent to the Closing memorialized in an **"Assignment and Assumption Agreement"** to be drafted in a form reasonably acceptable to Seller, Buyer, and Licensee (as defined in this Section 6.3(a)) which shall contain Licensee's acknowledgment and acceptance of the assignment by Seller and assumption by Buyer of that portion of the License Agreement that encompasses the Site and Licensee's approval of the sale of the Site to Buyer. . Buyer shall thereafter abide by the terms of the License Agreement to allow Dispatch as (**"Licensee"**) the right to enter upon the Site to conduct soils, engineering, or other tests and studies, and to perform the Remediation or for any other purposes to carry out the terms of the License Agreement. Pending formal approval of the Assignment and Assumption Agreement by Buyer, Seller and Licensee, Licensee consents to this Agreement, as confirmed and evidenced by the **"Consent to Agreement for Purchase, Sale and Development of Real Property"** attached hereto as Exhibit "E", subject to and conditioned upon the **"Accommodation Agreement"** (as defined in Section 1(d) of the

ENA) detailing the uses of the Buyer's funds for the Remediation and describing Licensee's access, if any, to such funds.

(b) *Ongoing Performance of Remediation and Grading Work.* Seller and Buyer shall cooperate with each other to accomplish the ongoing performance of the Remediation pursuant to the terms of the License Agreement and work in good faith to address and approve any approvals and documents needed to assure the Remediation and grading work is performed in a timely manner. Such cooperation shall be aimed at minimizing any delays to the Project work or disruptions due to the shared boundary during and upon completion of the Remediation. Such cooperation shall further include, but not be limited, to correcting and reestablishing any lot line issues or errors that arise as the Site and Residential Area are being adjusted or when the Site and Residential Area is fully graded and ready for development.

(c) Encroachment Agreement from County. Buyer and Seller acknowledge that the Remediation and grading of the Site and Residential Area shall require the parties to secure an encroachment agreement or permit from the County of Los Angeles for the placement of fill material within an area owned by the County immediately south of the Site and Residential Area. The fill material is necessary to provide an appropriate buttress per applicable building code standards to support the fill and grading operations at the Site and Residential Area. As part of its consent to this Agreement per the **Consent to Agreement for Purchase, Sale and Development of Real Property,** Licensee agrees to comply with all applicable filling and buttressing requirements and abide by County of Los Angeles conditions related to same.

(d) *Option to Extend Closing.* As an alternative to the ongoing performance of Remediation on the Site by Licensee after Closing, Buyer, Seller, and Licensee may mutually negotiate in writing a means by which the Remediation would be completed by the Seller.

6.4 As–Is Acceptance of Site. The Buyer shall accept the Site AS-IS and does agree to take the Site in its current condition AS-IS, WITH ALL FAULTS, all defects and conditions whatsoever then existing on the Site, including any Hazardous Materials, vaults, fill soils, debris, pipelines, wells, or other structures that are or may be located in, on, under, or around the Site, whether known or unknown. From and after the Closing, Buyer assumes all responsibility for any and all such defects, faults, and conditions and shall be responsible to affect any remedy or cure, if required by any applicable law or ordinance with respect to all defects in the Site, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Site, and the existence of any contamination, Hazardous Materials now present upon, or remaining within the Site after the completion of the Remediation. Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Site. Buyer acknowledges that any liability of Seller for the environmental condition of the Site is extinguished as of the Closing and that Seller, as of the Closing, shall have no liability for remediating any environmental condition of the Site and that Buyer as of the Closing shall indemnify Seller against any claim or liability relating to the condition of the Site.

(a) *Buyer's Release of Seller.* Notwithstanding any contrary provisions of this Agreement or otherwise, Buyer shall as of the Closing hereby release Seller, its officers, directors, shareholders, affiliates, subsidiaries, heirs, and successors from any and all claims, liabilities, expenses, costs, or damages that Buyer may incur arising from the presence of any Hazardous Materials which are or may be located in, on, under, or around the Site, whether or not caused by Seller or any predecessor-in-interest of Seller, and whether or not known to Seller or Buyer at or before the Close of Escrow. Buyer expressly preserves its rights against other parties and does not release, or waive its rights to contribution against, any other party.

(b) *Buyer's Indemnification of Seller.* Notwithstanding any contrary provisions of this Agreement or otherwise, as of the Closing, Buyer hereby agrees to indemnify, defend (by Seller's choice of counsel as reasonably approved by Buyer), and hold harmless Seller, its directors, officers, employees, agents, representatives, heirs, and successors from and against any and all costs, expenses, damages, claims, and liabilities, including reasonable attorney fees, foreseeable or unforeseeable, directly or indirectly arising from any violation of the Environmental Laws including, without limitation, any release, treatment, use, generation, storage, or disposal of Hazardous Materials in, on, under, around, or from the Site at any time before or after the Close of Escrow including, without limitation, the cost of any required or necessary remediation or removal of any such Hazardous Materials, any costs of repair of improvements on the Site or surrounding properties necessitated by such remediation or removal and costs of any testing, sampling, or other investigation or preparation of Remediation or other required plans undertaken prior to such remediation or removal. Buyer expressly preserves its rights against other parties and does not release, or waive its rights to contribution against, any other party.

6.5 Indemnification and Release from Liabilities Relating to New Legislation. Buyer acknowledges that it is aware of, and has received advice from legal counsel on, the matter of legislation effective June 29, 2011, purporting to limit or disenfranchise the authority of local governments to transfer or control assets that are, or once were, owned by a local redevelopment agency. Specifically, the 2011 Assembly Bills ABx1 26 and ABx1 27 became effective on June 29, 2011. ABx1 26 purports to eliminate redevelopment agencies while ABx1 27 allows agencies to continue to exist if they agree to pay to the State a proportional share of $1.7 billion this year and $400 million annually in perpetuity. On December 29, 2011, the California Supreme Court in *Community Redevelopment Association v. Matosantos (No. S194861)* upheld the constitutionality of ABx1 26 and struck-down the constitutionality of ABx1 27, thus, absent further legislation, effecting the abolishment of redevelopment activities. Buyer hereby acknowledges that ABx1 26, as amended by certain budget trailer bills, might be interpreted or applied in such a manner as to undermine or invalidate Seller's authority to convey the Site to Buyer in accordance with the terms hereof. In order to address this uncertainty, the parties agree as follows:

(a) *Legal Challenge to Transaction; Election to Terminate Agreement.* If, at any time prior to Buyer's commencement of vertical construction of the Project, there arises a legal challenge to the validity or legality of this Agreement and its underlying transactions including but not limited to challenges arising from ABx1 26, the

Matosantos ruling, or any subsequent legislation amending ABx1 26, then either party may, in its sole and absolute discretion, elect to terminate this Agreement by written notice to the other party. In the event of such termination of the Agreement by either party, such termination will require, at the minimum, the return of any Purchase Price amounts that have been paid to Seller (if any) pursuant to this Agreement and the re-vesting by Buyer of all rights, title and interest to the Site back to Seller. No such termination shall be deemed a default by either party and in the event of such termination, each party shall have no further obligations to one another under this Agreement other than those obligations that specifically survive the termination of this Agreement. The right to terminate this Agreement as provided hereunder shall terminate upon Buyer's commencement of vertical construction of any portion of the Project but in no event later than December 1, 2016.

(b) *Rights of Non-Terminating Party.* Notwithstanding the foregoing, should a party elect to terminate this Agreement pursuant to Section 6.5(a), the non-terminating party may invalidate such termination and require continued performance provided; 1) the party seeking to invalidate such termination shall pay all costs of defense, expenses, damages, claims, and liabilities, including attorney fees, foreseeable or unforeseeable, directly or indirectly, as they are incurred, arising from any legal challenge described in this Section 6.5.

(c) *Option to Extend Closing.* In the event any legal challenge described herein and subject to the provisions of this Section 6.5 that arises before the Closing, the Buyer and Seller may extend the date of Closing by a mutually-accepted, written amendment of this Agreement, for a period as may be necessary to accommodate the delays that may be caused by such legal challenge and/or the time needed to determine whether or not this Agreement shall be terminated pursuant to Section 6.5(a).

6.6 Survival. Notwithstanding any other provision of this Agreement, the provisions of this Article 6 shall survive the Close of Escrow and the delivery of the Grant Deed(s).

7. REPRESENTATIONS AND WARRANTIES BY SELLER.

7.1 Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which (i) is material and relied upon by Buyer in making its determination to enter into this Agreement; (ii) to the best of Seller's knowledge, is true in all respects as of the date hereof and shall be true in all respects on the date of Close of Escrow on the Site; and (iii) shall survive the Close of Escrow as well as any future transfer of the Site by Buyer or any transferee, successor or assignee of Buyer:

(a) To the best of Seller's knowledge, there are no contracts, leases, claims or rights affecting the Site or any agreements entered into by or under Seller that would adversely affect Buyer's rights with respect to this Agreement or Buyer's right or ability to develop the Project on the Site, except as heretofore disclosed in:

(i) The Preliminary Title Report.

(ii) The geotechnical inspection agreement for the Site and Residential Area dated July 22, 2009, by and between the Irwindale Community Redevelopment Agency and KFM Geoscience., as amended and assumed by the City of Irwindale on behalf of the former Irwindale Community Redevelopment Agency and the successor to KFM Geoscience, Tetra Tech BAS Geoscience per that certain Firs Amendment to Tetra Tech BAS Geoscience Contract for Construction Quality Assurance Geotechnical Services for the Remediation and Reclamation of the Manning Pit, dated August 26, 2015;

(iii) Section 6.5 of this Agreement,

(iv) The License Agreement or,

(v) The ENA.

(b) Seller has delivered or, within the period required in Section 5.1(a) and Article 3, will deliver true, correct and complete copies of all the documents and other information specified in Section 5.1(a) and Article 3 including any other documents or information that may be required under this Agreement. Seller represents and warrants that to the best of Seller's knowledge, the information contained therein is true and accurate.

(c) Other than as provided herein, to the best of Seller's knowledge, there are no other executory contracts, options or agreements relating in any manner to all or any portion of the Site or any interest therein.

(d) From and after the date of the Preliminary Title Report, Seller has not created or taken any action to create, or otherwise caused any additional encumbrances to be placed against or encumber title to the Site other than those shown on the Preliminary Title Report.

(a) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

7.2 Changed Circumstances. If Seller becomes aware of any fact or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Seller under this Agreement, whether as of the date given or any time thereafter through the Close of Escrow and whether or not such representation or warranty was based upon Seller's knowledge and/or belief as of a certain date, Seller will give immediate written notice of such changed fact or circumstance to Buyer, but such notice shall not release Seller of its liabilities or obligations with respect thereto. Seller shall issue a certificate as of the Close of Escrow stating that all the representations and warranties contained in Section 7.1 are true and correct as of said date, or setting forth in detail which of such matters are not true and correct. Buyer shall have five (5) days from the receipt of any notice by Seller of the material change of any representation or warranty made by Seller hereunder to terminate this Agreement by providing written notice to Seller and Escrow

Holder, and immediately receive without further instruction a return of all sums deposited in the Escrow by Buyer.

7.3 No Other Representations or Warranties by Seller. Other than those express representations and warranties contained in this Agreement, Seller makes no other representations or warranties, either express or implied.

8. REPRESENTATIONS AND WARRANTIES BY BUYER.

8.1 "AS-IS" Condition of Site. Subject to the provisions of Section 5.1 and as set forth in Section 6.4, Buyer represents, acknowledges, and agrees that Buyer is electing to purchase the Site in its "AS-IS, WHERE IS" physical condition except to the extent set forth in Section 6.5.

8.2 Sole Reliance. Buyer represents and acknowledges that it is relying solely upon Buyer's own inspections and investigations with respect to its decision to purchase the Site.

8.3 Legislation. Buyer represents that as for the matters disclosed in Section 6.5, Buyer is not relying on any legal analysis of Seller or Seller's legal counsel.

9. ESCROW PROVISIONS.

9.1 Escrow Instructions. This Agreement, when signed by Buyer and Seller, shall also constitute escrow instructions to Escrow Holder.

9.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 12.16 after recordation. All funds, if any, received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be made by Escrow Holder from Escrow Holder's general escrow accounts.

9.3 Prorations of Real Property Taxes. Buyer acknowledges that Seller is a governmental agency, not subject to payment of Real Property Taxes ("Taxes"). Accordingly, Buyer shall be solely responsible for payment of Taxes for the Site accruing after Close of Escrow and/or seeking, if warranted, a refund of any overpayment of Taxes from the appropriate taxing agencies. Utilities and other expenses of the Site which are payable by or to the owner of the Site shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Any reimbursement payment of prorated utilities or other expenses after the Close of Escrow by either Seller or Buyer shall be rendered to the appropriate party within five (5) business days after completion of the final proration. Seller shall receive a credit for any refundable utility or governmental deposits made by Seller with respect to the Site, if any, and shall assign to Buyer all rights to same including but not limited to the right to receive a refund of such deposits.

9.4 Payment of Costs. Buyer shall pay one hundred percent (100%) of the documentary transfer taxes, one half of the escrow fees, recording fees, 100% of its attorneys' fees and costs, 100% of the charges for recording the Grant Deed, and 100% of the additional portion of the Title Policy premium which is attributable to the cost of obtaining any additional title endorsements not included in standard CLTA owner's coverage. Seller shall pay one-half of all escrow fees, 100% of the Title Policy premium for CLTA standard owner's coverage, and 100% of its attorneys' fees and costs. Notwithstanding the foregoing, in the event a party defaults under this Agreement, the defaulting party shall pay all escrow fees and charges.

9.5 Termination and Cancellation of Escrow. If Escrow fails to close as of the Closing Date, and provided the Escrow has not been extended by mutual written instruction from both Buyer and Seller and deposited into Escrow, Escrow shall immediately terminate automatically without further instruction or action from Buyer, Seller or Escrow Holder, and Escrow Holder is instructed to immediately return all funds and documents then in Escrow to the respective depositor. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

9.6 Information Report. The "Reporting Person" within the meaning of Treasury Regulation Section 1.6045-4(e)(5) with respect to the transactions contemplated by this Agreement shall be Escrow Holder. The name and address of Escrow Holder is set forth on the first page of this Agreement. It is agreed that Escrow Holder is an eligible person under Section 1.6045-4(e)(5)(ii) of said Regulations. Escrow Holder hereby agrees to be responsible for complying with the reporting and other requirements of Internal Revenue Code Section 6045(e) and the income tax regulations promulgated thereunder. Pursuant to said regulations, the address for the transferor and transferee are as set forth for Seller and Buyer respectively in Section 12.16 below, and the identifying information regarding the real estate transferred is the legal description for the Site or portion thereof being transferred. Escrow Holder agrees to file the form required by said regulations between the end of the calendar year in which the Close of Escrow occurs and February 28 of the following calendar year. Buyer and Seller agree (i) to cooperate with Escrow Holder and with each other in completing any report and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-S as such may be hereafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereafter promulgated by the Treasury Department with respect thereto; (ii) that Buyer and Seller, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e); (iii) that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information; and (iv) to retain this Agreement for at least four (4) years following the close of the calendar year in which the Close of Escrow occurs.

9.7 Possession. Possession of the Site shall be delivered to Buyer as of Close of Escrow. In the event any personal property remains on the Site following the Close of Escrow, it shall automatically become the property of Buyer excepting such personal property that is the property of Licensee under the License Agreement.

10. COVENANTS RELATING TO THE PROJECT.

10.1 Restrictions On Transfer. The qualifications of Buyer are of particular concern to the Seller, and it is because of such qualifications that Seller has entered into this Agreement with Buyer. The Seller has considered Buyer's experience and financial capability, the Project proposed by Buyer and its affiliates, the Site location and its characteristics, the public costs, if any, of acquiring and developing the Site, the potential return on the investment of public funds, if any, and the product mix necessary to produce a successful Project. Based upon these considerations, the Seller has imposed the following restrictions with respect to an assignment of this Agreement or Transfer of the Site as defined below;

(b) *(a) Transfer Defined.* As used in this section, the term **"Transfer"** shall include any assignment, or conveyance, of this Agreement, the Site, or the improvements thereon other than to an entity which assumes all of Buyer's obligations hereunder and controls, or is controlled by, or under control of Buyer. A Transfer shall also include the hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon provided such hypothecation, mortgage, pledge, conveyance, or encumbrance is not directly related to the acquisition or financing of the Site or the Project as further described in Section 10.1(c) below. A Transfer shall also include the assignment or transfer of more than fifty percent (50%) of the ownership and/or control of Buyer as of the Effective Date to an entity not under the direct control of Buyer as further described in Section 10.1(c) below ("Buyer Affiliate"). Buyer is a limited partnership and as such, Transfer shall refer to the transfer or assignment of more than fifty percent (50%) of the limited partnership interest subject to the provisions of Section 10.1(c). ; *Transfers Require Approval.* Buyer shall not enter into a Transfer directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Seller which consent shall not be unreasonably withheld. In considering whether it will grant written approval to any assignment by Buyer of its interests in the Site, which assignment requires Seller approval, Seller shall consider factors such as (i) whether the completion of the Project is jeopardized; (ii) the financial strength and capability of the proposed transferee to perform Buyer's obligations hereunder; (iii) the proposed transferee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects; and (iv) how the proposed transferee will complement the other users and uses in the City of Irwindale downtown area, whether commercial users or otherwise.

In the absence of a specific written agreement with the Seller, prior to the issuance of a Certificate of Completion as described in Section 10.9(b) for the entire Project or any portion thereof, no Transfer (including without limitation an assignment or transfer not requiring Seller approval hereunder) shall be deemed to relieve Buyer or any successor

party from any obligations under this Agreement. In addition, no assignment and assumption of any of Buyer's obligations hereunder shall be effective unless and until the successor party executes and delivers to Seller an assignment and assumption agreement in a form reasonably approved by the Seller assuming such obligations.

(c) *Exceptions.* The foregoing prohibition shall not apply to any of the following:

(i) Any mortgage, deed of trust, or other form of conveyance for financing, as provided in Section 10.3, but Buyer shall notify Seller in advance of any such mortgage, deed of trust, or other form of conveyance (but only for purposes of financing the Project).

(ii) Any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (a) above.

(iii) The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of any easements or permits needed to facilitate the Site's development.

(iv) A sale or Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(v) A conveyance of the Site to any entity Buyer Affiliate. **"Buyer Affiliate"** shall mean any entity which owns or controls Buyer, to any entity owned or controlled by Buyer, to any entity owned or controlled by or affiliated with any entity which owns or controls Buyer, or to any entity resulting from a consolidation, or to the surviving entity in case of a merger, to which consolidation or merger Buyer shall be a party, or to an entity to which all or substantially all of the assets of Buyer have been sold.

(vi) Transfers of ownership or control interest between members of Buyer's immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the Buyer's immediate family, or among the entities constituting Buyer.

(e) *Ground Leases & Individual Unit Purchases.* Buyer may enter into ground lease conveyances to a ground lessee or individual commercial/industrial unit purchases to implement the Project subject to all provisions of this Section 10.1.

(f) *Release Of Buyer.* Seller's consent to a Transfer shall not be deemed to release Buyer of liability for performance under this Agreement unless such release is specific and in writing executed by Seller, which release shall not be unreasonably

withheld. Upon the written consent of Seller to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Buyer under this Agreement by the assignee, Buyer shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent Buyer is in default under the terms of this Agreement prior to said Transfer.

(g) *Termination; Lease Provisions.* Notwithstanding anything to the contrary in this Agreement, the Buyer Transfer restriction described in this Section 10.1 shall unconditionally terminate upon the recordation of the Notice of Completion for the entire Project. From and after the date of recordation of the Notice of Completion, Buyer shall have no restrictions on Transfer with respect to this Agreement, the Site, the Project or the improvements thereon.

10.2 Scope Of Development & Schedule Of Performance. The Site shall be developed by Buyer as provided in the Buyer's scope of development and conceptual plans ("Scope of Development") as indicated on the attached Exhibit "B" and the plans and permits to be prepared by Developer and approved by the City pursuant to Section 10.4. Notwithstanding any other provision set forth in this Agreement to the contrary, Developer, subject to the reasonable approval of City shall have the right to modify or change the Scope of Development. In the event of any conflict between the narrative description of the Project in this Agreement (including Exhibit "B") and the ultimate, final approved plans and permits with respect to an altered Scope of Development, the approved plans and permits shall govern.

(a) *Critical Construction Deadlines.* Once construction is commenced, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to an Enforced Delay (Section 11.5 hereof) or changes in the Scope of Development as mutually approve in writing by both Buyer and Seller. Buyer shall keep the Seller reasonably informed of the progress of construction and submit to the Seller written reports of the progress of the construction when and in the form reasonably requested by the Seller. In no event shall Buyer be required to submit written progress reports more often than one time every quarter. The parties shall begin and complete all plans, reviews, construction and development specified in the Scope of Development within the times specified in the "Schedule of Performance" as described in the attached Exhibit "E" or such reasonable extensions of said dates as may be mutually approved in writing by the parties. Project construction shall proceed generally within the times specified in the Schedule of Performance or such reasonable extensions of said dates as may be mutually approved in writing by the parties. Critical Project construction deadlines are estimated as follows:

(i) Final map (if applicable), Site Plan and Design Review approvals shall be completed no later than January 31, 2017.

(ii) Grading shall commence no later than six (6) months following Site Plan and Design Review Permit approvals.

(iii) Vertical construction shall commence no later than twenty-four (24) months following Site Plan and Design Review Permit approvals.

(iv) Completion of all Project improvements shall be accomplished no later than thirty-six (36) months following Site Plan and Design Review Permit approvals. In addition to delays in the Project deadlines as may be permitted due to Enforced Delays, it is understood that the foregoing critical deadlines are subject to all other terms and conditions set forth in this Agreement including but not limited to changes in the Scope of Development as mutually agreed upon in writing between the parties, which may be more thoroughly set forth in the future. The critical construction deadlines may be altered or amended by written agreement signed by both Buyer and Seller. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The City Manager of Seller shall have the authority to approve extensions of time without City Council action if such extension does not exceed a cumulative total of 180 days.

(b) *Truck Routes.* Buyer shall make all reasonable efforts to ensure that all vehicles entering and exiting the Site shall utilize the access route at the northern corner of the Site on Vincent Avenue, and acknowledges that it must provide access to the County of Los Angeles and otherwise comply with the County's right to utilize such access for ingress egress to County-owned properties. Additionally, all commercial trucks shall utilize traffic circulation routes as prescribed by any mitigation adopted through the approved Site Plan and Design Review Permit.

(c) *Use of Water.* Buyer shall ensure procurement from the applicable water supplier, and use water in the amounts and manner necessary to control dust at that Site as well as any other prudent operational purpose as described by any mitigation adopted through the approved Site Plan and Design Review Permit.

(d) *Responding to Public Concerns.* Buyer shall respond to any reasonable public complaints or concerns related to the Project via public outreach, website outreach, cooperation with the Seller, shall make a written record of all complaints received and present them to Seller within 72 hours of receiving a complaint.

(e) *CEQA Compliance.* The City shall be responsible for obtaining the approval of this Agreement and any Project as required by CEQA. Without limitation of the foregoing, Buyer specifically acknowledges and agrees that Buyer shall satisfy all conditions necessary to ensure that the Project conforms to all applicable CEQA requirements. .

10.2 Project Financing.

(a) *Buyer Solely Responsible for Project Costs.* Buyer is responsible for paying all costs for the Project unless otherwise provided herein. Project costs include the total Project construction costs, all Site preparation costs, all infrastructure costs, building permits and development fees, all design and consultant costs, all financing costs, all

fixtures and equipment for the facility, and all other costs related to the Project of any nature whatsoever.

Although the parties hereto believe that the Site is being conveyed to the Buyer at fair market value, in accordance with the May 16, 2013, appraisal report prepared by Mason & Mason, and that no financial assistance or public monies are being provided to Buyer with respect to the Project, Buyer acknowledges that should construction or development of the Site qualify as a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720 *et seq.*, ("Prevailing Wage Law"), it may cause Buyer to be required to pay prevailing wages for any aspect of the development. Buyer believes to its actual knowledge that the Project is not subject to Prevailing Wage Law because no funding sources for the Project will trigger the application of Prevailing Wage Laws. Notwithstanding the foregoing, the Buyer fully bears any and all risk that Prevailing Wage Laws may be found to apply to the Project. To this end, Buyer acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Buyer or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law for all or any of the assistance provided hereunder, then Buyer shall indemnify, defend, and hold Seller harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The Seller makes no representation that any construction completed by Buyer is or is not subject to Prevailing Wage Law.

(b) *Buyer's Financial Statements.* Buyer agrees to provide the Seller with reasonable documentation and financial statements to the end of demonstrating that Buyer can fund the total projected/estimated Project costs through, cumulatively, the following sources: (i) Buyer equity, (ii) private financing from financial institutions, and/or (iii) financing provided through foreign investment via the USCIS-administered Immigrant Investor Program, also known as the "EB-5" program, or (iv) other reliable funding sources. To this end, no later than the Close of Escrow, Buyer agrees to deliver to Seller, for Seller's reasonable approval, financial statements which, demonstrate that Buyer has the financial capability to undertake the development provided herein. Such financial statements shall include statements from financial institutions with whom Buyer conducts business evidencing their willingness to provide the financing required hereunder. If Buyer elects to self-fund the construction of the Project, Buyer may satisfy this obligation by providing Seller with a letter evidencing approval of the Project by the relevant parties on behalf of Buyer along with an explanation of facts demonstrating Buyer's ability to self-fund the Project. Equity commitment by the Buyer may be in the form of letters of intent from credit worthy investors.

(c) *Obtaining Construction & Permanent Loans.* Should Buyer choose to utilize any financing towards Project completion (**"Buyer Financing"**), Buyer agrees to deliver to Seller and obtain the reasonable approval of Seller of written commitments from financial institutions licensed to do business in California and reasonably

acceptable to the Seller (**"Lender"**) agreeing to make a construction loan and/or a permanent loan to Buyer and secured by a deed of trust (said commitment and loan are sometimes referred to collectively as the **"Loan"**).

Buyer covenants and agrees to take all action, furnish all information, give all consents and pay all sums required to keep said commitment and Loan in full force and effect and shall comply with all conditions thereof, and shall promptly execute, acknowledge and deliver all loan applications, credit applications and data, financial statements, and loan documents in connection therewith, and shall actually draw upon and utilize the Loan only for financing the cost of the Project.

(d) *Seller Approval Of Lender.* Buyer shall not enter into any Buyer Financing without the prior written approval of Seller. Seller's written approval or disapproval shall not be unreasonably withheld or delayed. Seller's review of the Lender shall be limited to the question of whether or not said Lender is a qualified and responsible financial or lending institution or other acceptable entity or person capable of performing its obligations under the Loan.

10.3 Project Plans. Final Building Plans.

(a) *Proposed Project's Consistency With Plans and Codes.* Seller warrants and represents that the City of Irwindale General Plan and Zoning Ordinance permit Seller's proposed development, and construction, operation, and use of the Site as provided in this Agreement, including without limitation the Project as described in Exhibit "B", subject only to (i) approval of this Agreement and the proposed Project pursuant to Government Code § 52201, (ii) those development approvals yet to be obtained, including site plan review, and (iii) City of Irwindale review and approval of a Final Map for the Project, and (iv) those entitlements required under Section 5.1(b)(v) hereof. It is expressly understood by the parties hereto that Seller makes no representations or warranties with respect to approvals required by any other governmental entity or with respect to approvals hereinafter required from City provided however that Seller shall cooperate with Buyer in procuring the foregoing approvals. The City and any other governmental body with jurisdiction over the Project reserve full police power authority over the Project. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

(b) *Evolution Of Development Plan.* Prior to the Effective Date of this Agreement, the Seller approved the Buyer's conceptual plans and Scope of Development (Exhibit "B"). On or before commencement of any Project construction, Buyer must submit to the Seller preliminary, and thereafter final, drawings and specifications for development of the Project in accordance with the City's requirements. The term preliminary and final drawings shall be deemed to include site plans, building plans and elevations, grading plans, if applicable, landscaping plans, parking plans, material pallets, a description of structural, mechanical, and electrical systems, the Final Map and all other plans, drawings and specifications. Final drawings

will be in sufficient detail to obtain a building permit. Said plans, drawings and specifications shall be consistent with the Scope of Development (Exhibit "B") and the various development approvals referenced hereinabove, except as such items may be amended by Seller and Buyer in writing. Plan submissions shall be progressively more detailed and will be approved if a logical evolution of plans, drawings or specifications previously approved.

(c) *Buyer Efforts To Obtain Approvals.* Buyer shall exercise its commercially reasonable efforts to timely submit all documents and information necessary to obtain all development and building approvals from the City in a timely manner. Not by way of limitation of the foregoing, in developing and constructing the Project, Buyer shall comply with all applicable development standards in the City of Irwindale Municipal Code and shall comply with all building codes, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

(d) *Disapproval.* The Seller shall reasonably approve or disapprove any submittal made by Buyer pursuant to this Section within thirty (30) days after such submittal. All submittals made by Buyer shall note the 30- day time limit, and specifically reference this Agreement and this Section 10.4(d). Any disapproval shall state in writing in reasonable detail the reason for the disapproval and the changes which the Seller requests be made. Buyer shall make the required changes and revisions and resubmit for approval as soon as is reasonably practicable but no more than thirty (30) days of the date of disapproval. Thereafter, Seller shall have an additional ten (10) business days for review of the re-submittal, but if the Seller disapproves the re-submittal, then the cycle shall repeat, until the Seller's approval has been obtained. If Buyer desires to make any substantial change to approved working drawings, Buyer shall submit the proposed change to Seller for approval. If the drawings as modified by the proposed change conform to this Agreement and the Scope of Development (Exhibit "B"), City of Irwindale design criteria applicable to the Site, and all other applicable City of Irwindale regulations, Seller shall approve the change and Seller shall notify Buyer of its approval or disapproval in writing within thirty (30) days after submission of such proposed change.

Seller's Community Development Director or designee shall have authority to determine on behalf of Seller if a proposed revision or change to any plans, drawings, or other documents previously approved by Seller is a material change requiring further City approval. If the Community Development Director or designee determines that the proposed revision or change is not a material change no approval by City of such revision or change will be necessary. Seller shall reasonably approve or disapprove the plans, drawings and related documents referred to in this Section 10.4 within the times stated in foregoing paragraph of this subpart (d). However, to the extent that Buyer proposes substantial and material revisions or changes to any plan, drawing, or other document previously approved by Seller, Buyer acknowledges that such substantial and material revision will require review by the City Council or such other legislative body(s) as may be applicable. City's review is intended to insure that the plans, drawings and related documents are reasonably consistent with the Scope of

Development (Exhibit "B"). Any disapproval shall state in writing the reasons for disapproval and the changes which Seller requests to be made. Such reasons and such changes must be consistent with the Scope of Development (Exhibit "B") and any items previously approved or deemed approved hereunder. Buyer, upon receipt of a disapproval based upon powers reserved to Seller hereunder, shall revise the plans, drawings and related documents, and shall resubmit to Seller as soon as possible after receipt of the notice of disapproval; provided that in no case shall Seller be entitled to require changes which are inconsistent with the Scope of Development (Exhibit "B"), including previously-approved or deemed-approved modifications to the Scope of Development.

During the preparation of all drawings and plans, the parties shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and related documents by Seller. If any substantial revisions or corrections of plans approved by Seller 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.

10.4 Applicable Laws. Buyer shall carry out the construction of the Project improvements in conformity with all applicable laws, including all applicable federal and state labor laws.

10.5 Anti-Discrimination During Construction. Buyer, for himself and his successors and assigns, agrees that in the construction of the improvements to be constructed by Buyer, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, ancestry or national origin.

10.6 County Solid Waste Materials Fee. Filling operations undertaken as part of the Remediation will utilize clean soil materials only and no recycled or crushed concrete will be imported and/or exported to/from the Site. As such, the parties believe that the Project is not subject to the Waste Discharge Permit fee requirements of the RWQCB, or County of Los Angeles, as may be applicable, or any other waste discharge-related fees (collectively **"Discharge Fee"**) insofar as no "Solid Waste Materials, as that term is defined (copied below) in the Los Angeles County Code, section 20.88.020 H, will be imported at the Site. To this end, Buyer shall indemnify and defend the City for the cost of any Discharge Fees imposed by any regulatory authority pertaining to the Project as a result of the determination, if any, that the fill used in the fill operation contains waste, reused or recycled materials. Should there be a determination that Discharge Fees apply on another basis, the Seller, at its cost, will participate with Buyer in the joint defense of an action for collection (or challenge to the imposition) of the Discharge Fee. Solid Waste Materials are defined in Los Angeles County Code, section 20.88.0-20(H) as:

> "'Solid Waste' means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes,

demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes."

Notwithstanding the foregoing, Buyer is aware that City, Seller and Dispatch are litigating the application of the Discharge Fee against Los Angeles County, per *City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency, et al, v. County of Los Angeles, et al,* (Los Angeles Sup. Ct. Case No. BS148777). Buyer acknowledges that an adverse ruling could result in application of the Discharge Fee to the Site, and hereby agrees to indemnify, defend, and hold Seller harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, The License Agreement requires Licensee to indemnify Seller from such Discharge Fees and costs arising from the application of such Discharge Fees to the Site and Residential Area and Buyer shall cause compliance with those obligations under the License Agreement.

Rights Of Holders Of Approved Security Interests In Site.

(a) *Definitions.* As used in this Section, the term "mortgage" shall mean a leasehold mortgage and include any mortgage, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term "Holder" shall include any holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

(b) *No Encumbrances Except Mortgages To Finance The Project.* Notwithstanding the restrictions on transfer in Section 10.1, mortgages required for any reasonable method of financing of the construction of the Project improvements are permitted before issuance of a Certificate of Completion but Buyer shall promptly notify the Seller of any mortgage, encumbrance, or lien that has been created or attached thereto prior to issuance of a Certificate of Completion, whether by voluntary act of the Buyer or otherwise. *Buyer's Breach Shall Not Defeat Mortgage Lien.* Buyer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the Site, or any part thereof or interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the Holder of any such mortgage of the Site whose interest is acquired by foreclosure, trustee's sale or otherwise.

(c) *Holder Not Obligated To Construct Or Complete Improvements.* The Holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or the improvements proposed thereon or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such Holder to devote the Site or any

portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

(d) *Notice Of Default To Mortgagee, Deed Of Trust Or Other Security Interest Holders.* Whenever Seller shall deliver any notice or demand to Buyer with respect to any breach or default by Buyer hereunder, Seller shall at the same time deliver a copy of such notice or demand to each Holder of record of any mortgage who has previously made a written request to Seller therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the Holder unless such notice is given.

(e) *Right To Cure.* Each Holder (with respect to the rights of Seller) shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

(i) Obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and

(ii) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

Provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such Holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such Holder, the right to cure or remedy a breach or default of Buyer under this Section 10.8(f) shall be exercised by the Holder first in priority or as the Holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Buyer under this Section 10.8.

No Holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed Buyer's obligations to Seller by written agreement reasonably satisfactory to Seller with respect to the Site or any portion thereof in which the Holder has an interest. In the event any Holder shall decide, in its sole and absolute discretion to undertake or continue the construction or completion of the improvements, such Holder shall complete, in the manner required by this Agreement, the improvements to which the lien or title of such Holder relates, and submit evidence satisfactory to the Seller that it has the qualifications and financial responsibility necessary to perform such obligations. Any Holder properly completing such improvements shall be entitled, upon written request made to Seller, to a Certificate of Completion from Seller.

(f) *Seller's Rights Upon Failure Of Holder To Complete Improvements.* In any case where one hundred eighty (180) days after default by Buyer in completion of construction of Project improvements under this Agreement, the Holder of any mortgage creating a lien or encumbrance upon the Site or improvements thereon has not exercised its right to complete the improvements of the Project afforded in this

Section 10.8(e), or if it has exercised such right has not proceeded diligently with construction, Seller may, after ninety (90) days' written notice to such Holder ("Failure to Construct Notice") purchase the mortgage, upon payment to the Holder of an amount equal to the sum of the following:

(i) The unpaid mortgage debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);

(ii) All expenses, incurred by the Holder with respect to foreclosure, if any;

(iii) The net expenses (exclusive of general overhead), incurred by the Holder as a direct result of the ownership or management of the Site, such as insurance premiums or real estate taxes, if any;

(iv) The costs of any improvements made by such Holder, if any; and

(v) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by the Seller.

Notwithstanding the foregoing, Seller's right to purchase the mortgage according to the term of this Section 10.8 shall be null and void if such Holder has exercised such right to construct the improvements and has diligently proceeded with such construction within the ninety (90) day period immediately after the receipt by Holder of the Failure to Construct Notice from Seller.

In the event that the Holder does not exercise its right to construct the improvement afforded in this Section 10.8, and Seller elects not to purchase the mortgage of Holder, upon written request by the Holder to Seller, Seller agrees to use reasonable efforts to assist the Holder with the sale of the Holder's interest to a qualified and responsible party or parties (as reasonably determined by Seller), who shall assume the obligations of making or completing the improvements required to be constructed by Buyer, or such other improvements in their stead as shall be satisfactory to Seller. The proceeds of such a sale shall be applied first to the Holder of those items specified in subparagraphs (i) through (v) listed hereinabove, and any balance remaining thereafter shall be applied as follows:

(i) First, to reimburse Seller for all costs and expenses actually and reasonably incurred by Seller, including but not limited to payroll expenses, management expenses, legal expenses, and others.

(vi) Second, to reimburse Seller for all payments made by Seller to discharge any other encumbrances or liens on the Site or to discharge or prevent

from attaching or being made any subsequent encumbrances or liens due, to obligations, defaults, or acts of Buyer, its successors or transferees.

(vii) Third, any balance remaining thereafter shall be paid to Buyer.

(g) *Right Of Seller To Cure Mortgage, Deed Of Trust Or Other Security Interest Default.* In the event of a default or breach by Buyer (or entity permitted to acquire title under this Section 10.8) of a mortgage prior to the issuance by Seller of a Certificate of Completion for the Site or portions thereof covered by said mortgage, and the Holder of any such mortgage has not exercised its right to complete the Project, Seller may cure the default prior to completion of any foreclosure.

(h) *Right Of The Seller To Satisfy Other Liens On The Site After Conveyance Of Title.* After the conveyance of title and prior to the recordation of a Certificate of Completion for construction and development of the Project, and after the Buyer has had all amounts of time allowed by law to challenge, cure, or satisfy any liens or encumbrances on the Site or any portion thereof, the Seller shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require the Buyer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Buyer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site or any portion thereof to forfeiture or sale.

(i) *Minor Amendments.* Seller's City Manager shall be authorized to approve and execute minor non-substantive amendments to this Agreement as may be requested by Buyer's lender in relation to the protection of such lender's security interest in the Site, without formal approval of Seller's legislative body.

10.7 Certificate(s) Of Occupancy & Certificate Of Completion.

(a) *Certificate(s) Of Occupancy.* It is anticipated that some portions the Project might be suitable for occupancy and use prior to the final completion of all Project improvements. When portions of the Project have been constructed to a point whereby certain Project improvements can be safely opened and occupied for business (in compliance with all applicable codes, permit requirements and local agency regulation) without any material interference from other Project activities, the Buyer may request from the City a Certificate of Occupancy for all such completed improvements. The issuance of such Certificate of Occupancy shall be in the reasonable discretion of the City and based on the Project's (or that portion of the Project for which a Certificate of Occupancy is requested) compliance with all codes, permit conditions and local agency regulations. Seller shall not unreasonably withhold a Certificate of Occupancy.

Upon issuance of a Certificate of Occupancy, Buyer's tenants shall, subject to the terms and conditions of their individual leases, promptly open for business to the public. The Buyer shall exert all reasonable efforts to keep any tenants of the Project then occupying space in the Project open for business to the public during regular and customary business hours despite any ongoing Project activities. Buyer shall

reasonably coordinate any ongoing Project activities with business hours in order to minimize any interference between the Project and any tenants open for business. Such efforts to be undertaken by Buyer may include in the reasonable discretion of Buyer, the undertaking of Project activities during hours other than regular and customary business hours and the phasing of the Project such that Project activities continuing after the issuance of the Certificate of Occupancy will be in locations other than areas open to the public.

(b) *Certificate(s) Of Project Completion.* Upon the completion of all Project construction required to be completed by Buyer pursuant to the terms of this Agreement, Seller shall furnish Buyer, within thirty (30) days of notice from Buyer to Seller of such completion, a **"Certificate of Completion"** in a form acceptable to Seller. The Certificate of Completion shall be executed and notarized so as to permit it to be recorded in the Office of the Recorder of Los Angeles County.

(i) A Certificate of Completion shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and of full compliance with the terms of this Agreement with respect thereto.

(ii) After the issuance of a Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease, or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by the covenants, encumbrances, and easements contained in the Deed and the CC&Rs (as described in Section 10.10(a).

(iii) In no event shall Seller shall unreasonably withhold a Certificate of Completion. If Seller refuses or fails to furnish a Certificate of Completion after written request from Buyer or any entity entitled thereto as described above, Seller shall provide a written statement of the reasons Seller refused or failed to furnish a Certificate of Completion. The statement shall also contain Seller's opinion of any further action Buyer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, Seller will issue its Certificate of Completion subject to the completion by Buyer of the punch list items within one hundred and twenty (120) days of the issuance of the Certificate of Completion. A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Buyer to any Holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Certificate of Completion is not notice of completion as referred to in the California Civil Code § 3093. Nothing herein shall prevent or affect Buyer's right to obtain a Certificate of Occupancy from the Seller before the Certificate of Completion is issued.

10.8 Use of the Site & Project; CC&Rs.

The Buyer covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, that the Buyer and such successors and such assigns shall devote the Site to the uses specified therefore in the Project Scope of Development (Exhibit "B") or any plans as may be approved in writing by the City.

Buyer agrees to use, devote, and maintain the Site for (i) light industrial and commercial improvements on approximately two-thirds (2/3) of the easterly portion of the Site, including attendant streets, lighting, landscaping and other public improvements, and (ii) aesthetic landscaping in the Residential Buffer to be maintained in such a manner as to effectively and attractively screen the Residential Area from visual, noise and dust impacts associated with the Project. Buyer shall maintain all landscaping in the Residential Buffer at its sole cost and expense in a manner so as to allow for an attractive, seamless and efficient tie to the Residential Area and pursuant to the covenants, conditions & restrictions (**"CC&Rs"**) in a form materially similar to that attached hereto as Exhibit "D".

11. DEFAULTS; ENFORCEMENT.

11.1 Defaults & Right 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 said 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 Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in "Default" under this Agreement, if said breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such breach or failure within thirty (30) days after the date of such notice (**"Cure Period"**). However, if such non-monetary breach or failure cannot be cured within such Cure Period, and if and, as long as the Defaulting Party does each of the following:

(a) 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;

(b) Notifies the Non-Defaulting Party of the Defaulting Party's proposed course of action to cure the Default;

(c) Promptly commences to cure the Default within the thirty (30) day period;

(d) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

(e) Diligently prosecutes such cure to completion.

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

11.2 Legal Actions.

(a) *Institution Of Legal Actions.* In addition to any other rights or remedies, and subject to the requirements of Section 11.1, either party may institute legal action to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other legal or equitable remedy consistent with the purpose of this Agreement, including the remedy of specific performance. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

(b) *Applicable Law & Forum.* The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles.

(c) *Acceptance Of Service of Process.* In the event that any legal action is commenced by Buyer against Seller, service of process on Seller shall be made by personal service upon the City Manager, or in such other manner as may be provided by law. In the event that any legal action is commenced by Seller against Buyer, service of process on Buyer shall be made in such manner as may be provided by law and shall be valid whether made within or without the State of California.

11.3 Rights & Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either 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 the other party.

11.4 Waiver. Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

11.5 Enforced Delays; Extension Of Times of Performance. Time is of the essence in the performance of this Agreement. Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; delays of any contractor, subcontractor or supplier; acts of the other party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of Seller shall not excuse performance by Seller); or any other

causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein **"Enforced Delay"**), the party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the Enforced Delay, and shall commence to run from the time of the commencement of the cause, provided notice by the party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause. Failure to provide such notice shall constitute a waiver of the claim. The following shall not be considered as events or causes beyond the control of Buyer, and shall not entitle Buyer to an extension of time to perform: (i) Buyer's failure to obtain financing for the Project, and (ii) Buyer's failure to negotiate agreements with prospective users for the Project or the alleged absence of favorable market conditions for such uses.

Times of performance under this Agreement may also be extended by mutual written agreement by Seller and Buyer. The City Manager of Seller shall have the authority on behalf of Seller to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days with respect to the development of the Site.

12. MISCELLANEOUS.

12.2 Brokerage Commissions. Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

12.3 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, transferees, successors and assigns. The transfer of all or any part of the interest of any party hereunder in the Site shall not release Seller of its obligations under this Agreement.

12.4 Time of Essence. Time is of the essence in this Agreement and with respect to each covenant and condition hereof. Buyer and Seller each specifically agrees to strictly comply and perform its obligations herein in the time and manner specified and waives any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

12.5 Time Period Computations. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and California state or national holidays unless the reference is to business days, in which event such weekends and holidays shall be excluded in the computation of time and provide that if the last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or California state or national holiday, such act or notice shall be deemed to have been timely performed or given on the next succeeding day which is not a Saturday, Sunday or California state or national holiday.

12.6 Qualification; Authority. Each individual executing this Agreement on behalf of the City as Seller or a partnership, LLC or corporation as Buyer represents and warrants that such entity is duly formed and authorized to do business in the State of California and that he or she is duly authorized to execute and deliver this Agreement on behalf of such partnership, LLC, corporation or the City in accordance with authority granted under the formation documents of such entity, and, if a corporation, by a duly passed resolution of its Board of Directors, and that all conditions to the exercise of such authority have been satisfied, and that this Agreement is binding upon such entity in accordance with their respective terms. The City as Seller represents and warrants that it has the authority to sell the Property to Buyer upon the terms and conditions of this Agreement. Upon request of either party, Escrow Holder or Title Company, Buyer and Seller agree to deliver such documents reasonably necessary to evidence the foregoing.

12.7 Attorneys' Fees. In the event of any dispute between the parties hereto arising out of the subject matter of this Agreement or the Escrow, or in connection with the Site, the prevailing party in such action shall be entitled to have and to recover from the other party its actual attorneys' fees and other expenses and costs in connection with such action or proceeding (including expert witness fees) in addition to its recoverable court costs.

12.8 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

12.9 No Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

12.10Modifications. Except as otherwise specified herein, any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

12.11 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.12 Merger of Prior Agreements and Understandings. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

12.13 Covenants to Survive Escrow. The covenants and agreements contained herein shall survive the Close of Escrow and, subject to the limitations on assignment contained in Article 10 above, shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, successors and assigns.

12.14 Consent of Parties. Whenever by the terms of this Agreement the consent or approval of Buyer or Seller is to be given, such consent or approval shall be evidenced by the signature of one person designated for such purpose. Such designated persons may be changed by the party so designating at any time by the delivery of a written notice to the other party.

12.15 No Withholding Because Non-Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or any out-of-state seller under California Revenue and Tax Code Section 18862 and that is will deliver to Buyer on or before the Close of Escrow (i) a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulation promulgated thereunder and (ii) a California Form 590.

12.16 Execution in Counterpart. This Agreement and any modifications, amendments or supplements thereto may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

12.17 Notices. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To Buyer: M&A Gabaee
9034 West Sunset Blvd
West Hollywood, CA 90069
Attention: Mark Gabay

To Seller:	City of Irwindale 5050 N. Irwindale Ave. Irwindale, CA 91706 Attention: City Manager
Copy to:	Aleshire & Wynder, LLP 18881 Von Karman Ave., Ste. 1700 Irvine, CA 92612 Attn: Fred Galante, Esq. Facsimile: 949-223-1180
Escrow Holder:	At the above stated address.

12.18 Exhibits. Exhibits "A" through "F", inclusive are attached hereto and incorporated herein by this reference. The Exhibits are as follows:

Exhibit	Description
A.	Legal Description of Site
B.	Scope of Development
C.	Grant Deed
D.	Form of CC&Rs
E.	Schedule of Performance
F.	Consent to Agreement for Purchase, Sale and Development of Real Property

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

"BUYER"

M&A GABAEE
A California limited Partnership

By: _____
Mark Gabay, Managing General Partner

"SELLER"

ATTEST:

CITY OF IRWINDALE,
A California Charter City

Laura M. Nieto

Laura M. Nieto, CMC, Deputy City Clerk

By: Mark A. Breceda

Mark A. Breceda, Mayor

APPROVED AS TO FORM
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

AGREED AND ACCEPTED AS OF THIS 25th DAY OF November, 2015

FIRST AMERICAN TITLE COMPANY

By: _____
Escrow Officer

EXHIBIT A

Legal Description & Depictions of Site

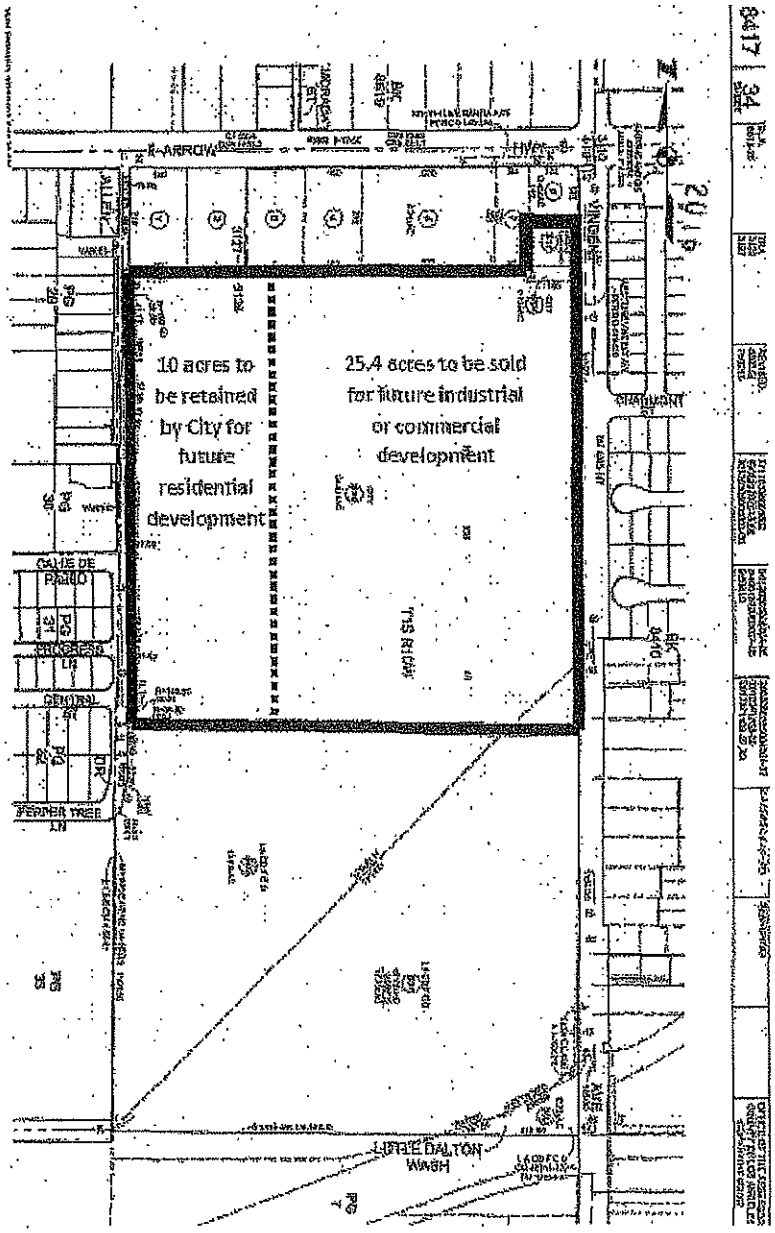


EXHIBIT B

Scope of Development

Any proposed future project shall be consistent with the City's General Plan and Zoning Code. The "Project" to be developed on the Site, when submitted at a future date, shall be light industrial and/or commercial in nature and shall include improvements to enhance the aesthetics of the surrounding neighborhood and protect the residential uses; improvements shall include but not be limited to, attendant streets, lighting, landscaping, decorative perimeter walls, and other public improvements. The Project shall include a landscaped "buffer area" ("Residential Buffer") to separate the Project's industrial components from the residential areas.

Since a project has yet to be identified and submitted for review, project impacts cannot be identified at this time. Therefore, any proposed future project on this property shall comply with the requirements of the California Environmental Quality Act through the preparation of an Initial Study that may result in the preparation of a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report."

EXHIBIT C

Form of Grant Deed

Deed

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEE PER GOV. CODE § 27383

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF IRWINDALE, a California municipal corporation ("Grantor"), hereby grants to M&A GABAEE, a California limited partnership ("Grantee"), all of its respective rights, title, and interest in the real property hereinafter referred to as the "Property" in the City of Irwindale, County of Los Angeles, State of California, as more particularly described in Attachment 1 attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf as of the date written below.

CITY OF IRWINDALE,
a California municipal corporation

_____
Mark A. Breceda, Mayor

ATTEST:

_____
Laura Nieto, Deputy City Clerk

Attachment 1 to Grant Deed

Legal Description of the Property

The Property is that certain real property located in the City of Irwindale, County of Los Angeles, State of California, and is described as follows:

EXHIBIT D

Form of 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 _____ day of _____, 2015, by M&A GABAEE, a California limited partnership (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".

RECITALS:

A. Owner is the purchaser 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**") from the City pursuant to that certain Agreement For Purchase, Sale & Development of Real Property and Joint Escrow Instructions dated October 28, 2015 ("**Purchase-Sale Agreement**").

B. City entered into the Purchase-Sale Agreement in reliance upon Owner entering into these CC&Rs. Additionally, 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.

C. 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 and in the Purchase-Sale Agreement.

D. 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

Owner has represented and hereby represents to City that it intends to and will develop the Site in compliance with the City's ordinances. Owner represents that it will cause the Site and Residential Area to be graded so as to allow for full development in compliance with the City's ordinances and in accordance with the applicable provisions of the Los Angeles Building Code, including, but not limited to Chapter 33 thereunder, as incorporated into the City's Municipal Code under Irwindale Municipal Code Chapter 15.04 (collectively "Applicable Building Codes") and that Owner will diligently pursue approval of the grading plan currently being processed by the County of Los Angeles, which serves as the City's Building Department.

Owner agrees to use, devote, and maintain the Site for (i) light industrial and commercial improvements on approximately two-thirds (2/3) of the easterly portion of the Site, including attendant streets, lighting, landscaping and other public improvements, and (ii) aesthetic landscaping in the Residential Buffer to be maintained in such a manner as to effectively and attractively screen the Residential Area from visual, noise and dust impacts associated with the Project. Owner shall maintain all landscaping in the Residential Buffer at its sole cost and expense in a manner so as to allow for an attractive, seamless and efficient tie to the Residential Area. The term Site, as used herein, includes the Residential Buffer.

2. MAINTENANCE.

2.1 General Maintenance Obligations. Following remediation and development of the Site in a manner consistent with the Commercial and/or Light Industrial Zone designation of the City, 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 remediation, 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 Parking and Driveways. 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.

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 2.5 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 2.5 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.

3.1 State and Local 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.

3.2 Environmental Conditions; Compliance with State and Local Soils Conditions Requirements. The Site consists of a former silt landfill. The fill of the former landfill comprising the Site is not adequately compacted requiring any construction on the Site to address soil compaction in the manner as may be required by the County of Los Angeles, the City's contract Building Department, at the sole cost, and responsibility of Owner or any successor owner of the Site, as further described in Section 1 above. Owner and its successor 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 conditions described in this Section 3.2. Owner and its successors take the Site AS-IS with respect to all environmental conditions thereon, and shall be responsible for any defects in the Site, including, without limitation, the physical, environmental and geotechnical condition of the

Site, and the existence of any contamination, hazardous materials, underground storage tanks, vaults, debris, pipelines or other structures located on, under or about the Site, excepting that nothing herein shall be construed to require Owner or its successors to hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors of subcontractors.

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 remediation, 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. Owner shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $5,000,000 per occurrence, $5,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

8.2 Workers' Compensation Insurance. If applicable, Owner shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000). Owner shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Owner be a sole proprietor, Owner will have to complete and submit a declaration of sole proprietor form to the City in lieu of proof of Workers' Compensation as it is not required for sole proprietors.

8.3 Automotive Insurance. Owner shall maintain automobile insurance at lease as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Owner arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $5,000,000 combined single limit for each accident.

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:

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

To Owner: M&A Gabaee
9034 West Sunset Blvd
West Hollywood, CA 90069
Attention: Mark Gabay

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"

M&A GABAEE, a California limited partnership

By: _____
Mark Gabay, Managing General Partner

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

City: CITY OF IRWINDALE, a municipal corporation

By: _____
Mark A. Breceda, Mayor+

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By _____
Fred Galante, City Attorney

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 _____, 2015, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary in and for the State of California

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

EXHIBIT E

Schedule of Performance

	Item To Be Performed	Time For Performance	Agreement Reference
1.	Purchaser executes and delivers Purchase, Sale & Development Agreement ("PSDA") to Seller	Within 30 days of the Effective Date	
2.	Purchaser provides Seller with financial commitments to finance the Project	Within the Contingency Period	10.3
3.	Seller approves or disapproves financial commitments to finance the Project	Within 60 days of receipt of evidence of Purchaser's financial commitments	10.4
4.	Open Escrow	Within 3 days after execution of PSDA by Seller	2
5.	Seller delivers to Purchaser Title Insurance Commitment and Title Documents	Before Close of Escrow	5
6.	Purchaser approves or disapproves title exceptions	Within 30 days after delivery to Purchaser of Title Documents	5
7.	Seller delivers notice to Purchaser as to whether it will cure disapproved exceptions	Within 10 days after receipt of Purchaser's notice	5
8.	Purchaser submits land use entitlement applications for review, including site plans, floor plan, building elevations, materials board, and conceptual landscaping plan, and other discretionary actions for public hearing	Within 60 days after Close of escrow	10.2
9.	City Planning Commission approves or disapproves Purchaser's application for Approvals	Within 270 days of Purchaser's submittal of applications for Approvals	10.2
10.	City Council approves or disapproves Purchaser's application for Approvals	Within 60 days of Planning Commission decision	10.2

	Item To Be Performed	Time For Performance	Agreement Reference
11.	Purchaser prepares and submits to City construction plans, drawings and specifications prepared in accordance with City approvals	Within 60 days after City Council decision	10.2
12.	Seller provides plan check comments	Within 60 days of Purchaser's submittal; provided that Purchaser may request expedited review subject to payment of City's standard expediting costs	10.2
13.	Escrow Agent gives notice of fees, charges, and costs to close escrow	One (1) week prior to Closing	
14.	Deposits into escrow by Seller:		
	a) Executed Deed	On or before 1:00 p.m. on the business day preceding the Closing Date	4.2
	b) Payment of Seller's Share of Escrow Costs	On or before 1:00 p.m. on the business day preceding the Closing Date	
	c) Taxpayer ID Certificate	On or before 1:00 p.m. on the business day preceding the Closing Date	
	d) FIRPTA Certificate	On or before 1:00 p.m. on the business day preceding the Closing Date	
15.	Deposits into escrow by Purchaser:		
	a) The Deposit	Within 5 days after execution of PSDA	3.1
	b) The Purchase Price	On or before 1:00 p.m. on the business day preceding the Closing Date	2.3; 3.1

	Item To Be Performed	Time For Performance	Agreement Reference
	c) Payment of Purchaser's Share of Escrow Costs	On or before 1:00 p.m. on the business day preceding the Closing Date	
	d) Preliminary Change of Ownership Statement	Prior to Closing Date	
16.	Seller or Purchaser, as case may be, may cure any condition to closing disapproved or waived; or may cure any default	Within 30 days after date established therefore, or date of breach, as the case may be	11.1
17.	Close of escrow; recordation and delivery of documents	Within 60 days after Opening of Escrow	2.2
18.	Purchaser completes construction of a development project	Within 36 months after commencement of improvements, provided that Purchaser may complete project in phases consistent with market conditions.	10.2

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Purchaser and Seller. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The City Manager of Seller shall have the authority to approve extensions of time without City Council action not to exceed a cumulative total of 180 days.

EXHIBIT F

Consent to Agreement for Purchase, Sale and Development of Real Property

EXHIBIT B

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

1. **Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.**
2. **Claims for damages to real property must be filed not later than 1 year after occurrence.**
3. **Read entire claim before filing.**
4. **See page 2 for diagram upon which to locate place of accident.**
5. **This claim for must be signed on page 2 at bottom.**
6. **Attach separate sheets if necessary to give full details. Sign each sheet.**
7. **File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706**

Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth N/A
Name of Claimant Five Points, LLC	Claimant's Occupation N/A
Home Address of Claimant	Home Telephone Number
Business Address of Claimant 9034 W. Sunset Blvd., West Hollywood, CA 90069	Business Telephone Number (310) 247-0900

Name and address to which you desire notices or communications to be sent regarding this claim:
Lara Leitner, Esq., Jeffer, Mangels, Butler & Mitchell, LLP, 1900 Avenue of the Stars, 7th Floor, Los Angeles, CA 90067

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: 10/13/2021 Time: _____ If claim is for Equitable Indemnity, give date claimant served with complaint: _____	

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:

See Attachment 1.

Describe in detail how the DAMAGE or INJURY occurred.

See Attachment 1.

Why do you claim the City of Irwindale is responsible?

See Attachment 1.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.

See Attachment 1.

Claimant's Name: Five Points, LLC

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.

See Attachment 1.

Give estimated amount of future losses due to INJURY or DAMAGE:

See Attachment 1.

Was damage and/or injury investigated by the police? N/A If yes, what City? _____

Were paramedics or ambulance called? N/A If yes, name City or ambulance _____

If injured, give name and address of your doctor and the date and time of your first visit:

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

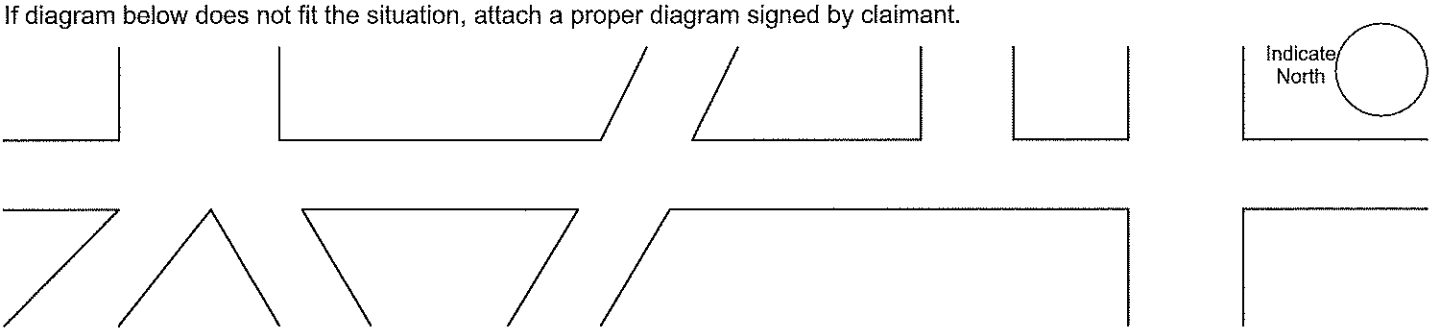
Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

READ CAREFULLY

For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
(Attorney for Claimant)	Lara R. Leitner	11/19/2021

Note: Claims must be filed with the City Clerk. **Presentation of a false claim is a felony (Penal Code Section 72)**

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 1900 Avenue of the Stars, 7th Floor, Los Angeles, CA 90067-4308.

On November 19, 2021, I served true copies of the following document(s) described as **CLAIM FOR DAMAGES TO PERSON OR PROPERTY** as follows:

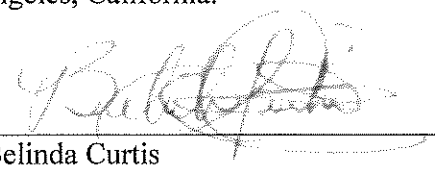
SEE ATTACHED SERVICE LIST

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Jeffer Mangels Butler & Mitchell LLP for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Los Angeles, California.

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address BCurtis5@jmbm.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 19, 2021, at Los Angeles, California.



Belinda Curtis

JMBM | Jeffer Mangels Butler & Mitchell LLP

SERVICE LIST

City Clerk
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attention: Chief Deputy City Clerk
Laura Nieto

lnieto@irwindaleca.gov

JMBM | Jeffer Mangels Butler & Mitchell LLP

CC Item 1Q

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Amendment to the City of Irwindale Resident Identification Card Policy

City Manager's Recommendation:

Adopt Resolution No. 2021-108-3320 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AMENDMENTS TO THE CITY OF IRWINDALE RESIDENT IDENTIFICATION CARD POLICY" to approve the final draft of the Resident Identification Card Policy as amended per City Council direction at its regularly scheduled meeting on May 12, 2021.

Administrative Action:

Submitted by:

William K. Tam, City Manager

Prepared by:

Natalie Nocom, Sr. HR/Risk Management Analyst — Natalie Nocom

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Jeanette Duran, Interim Finance Director/City Treasurer — Duran

Approved by:

William K. Tam, City Manager

Background and Analysis:

On May 12, 2021, the City Council was presented with a draft amendment of the Resident Identification Card Policy that cleaned up language to clarify the eligibility requirements and documents deemed acceptable as proof of identity and residency.

Language on the current policy approved on April 15, 2019 regarding an affidavit signed by an Irwindale resident on behalf of an applicant to prove residency, is ambiguous and could be interpreted two different ways.

A discussion of the policy at the May 12, 2021 council meeting clarified the City Council's intent to allow the use of two affidavits by Irwindale Residents in lieu of documentation from the Secondary Identification list.

Following City Council direction to staff, the City of Irwindale Resident Identification Card Policy has been amended to incorporate changes requested by the City Council.

Fiscal Impact:

None

Attachments:

Exhibit A - City of Irwindale Resident Identification Card Policy (rev. 12.8.21)

Exhibit B - Affidavit of Residency by Irwindale Resident (rev. 12.8.21)

Exhibit C - Affidavit of Residency by Property Owner (rev. 12.8.21)

RESOLUTION NO. 2021-108-3320

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AMENDMENTS TO THE CITY OF IRWINDALE RESIDENT IDENTIFICATION CARD POLICY

WHEREAS, the City of Irwindale is committed to providing its residents with a variety of benefits including prescription, vision, recreation, library, senior citizen and other programs; and

WHEREAS, these benefits are only available to residents at reduced or no cost; and

WHEREAS, the purpose of the City of Irwindale Resident Identification Card Policy is to provide a method by which City staff can accurately identify residents of the City who are eligible for these benefits; and

WHEREAS, the City of Irwindale Resident Identification Card Policy describes the application process and lists acceptable documents used to determine identity and residency; and

WHEREAS, the City Council desires to amend the current City of Irwindale Resident Identification Card Policy that was approved on April 15, 2019.

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

SECTION 1. The amended City of Irwindale Resident Identification Card Policy (rev. 12.8.21) attached as Exhibit A, together with the Affidavit of Residency by Irwindale Resident (rev. 12.8.21) attached as Exhibit B, and the Affidavit of Residency by Property Owner (version 12.8.21) attached as Exhibit C, are all hereby approved and shall be effective immediately upon the approval of this Resolution.

SECTION 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 8th day of December 2021.

_____

H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-108-3320 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular City Council meeting held on December 8, 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk

CITY OF IRWINDALE
RESIDENT IDENTIFICATION CARD POLICY

PURPOSE

The purpose of the Resident Identification Card Policy ("Policy") is to provide a method by which City staff can accurately identify eligible residents of the City of Irwindale ("City") for purposes of providing a variety of benefits (i.e., prescription and vision programs, recreation, library and senior citizen programs, school busing, tutoring, etc.,) which are only available to residents and/or are provided to residents at a reduced or no cost as compared to non-residents.

DEFINITION OF RESIDENT

For purposes of obtaining a Resident Identification Card ("Card"), a resident of the City of Irwindale shall be defined as a living person who has been residing within the City limits on a full-time basis for at least 6 months prior to his/her application for a Card and who maintains his/her principal place of residence in the City, as defined by Section 244 of the California Government Code. Temporary absence from the City for college or boarding school attendance, military service, vacation, hospitalization or incarceration (not to exceed six months) shall not preclude a person who would otherwise qualify from being considered an eligible resident for purposes of this program.

APPLICATION PROCESS – NEW, RENEWAL AND LAPSED CARDS

An applicant must establish proof of identity and Irwindale residency when applying for a Card. Applicants must appear in person at Irwindale City Hall, complete an application and certify the information under penalty of perjury, present documents establishing identity and residency, have a photograph taken, and pay the required fee.

FOR RENEWALS: RENEWAL OF CARDS (CARDS THAT HAVE EXPIRED FOR LESS THAN 6 MONTHS) SHALL REQUIRE DOCUMENTATION SHOWING APPLICANT HAS BEEN A RESIDENT FOR AT LEAST 60 DAYS.

FOR NEW AND LAPSED CARDS: ALL NEW APPLICATIONS SHALL REQUIRE DOCUMENTATION SHOWING APPLICANT HAS BEEN A RESIDENT FOR AT LEAST SIX (6) MONTHS PRIOR TO THE APPLICATION DATE.

A CARD THAT HAS EXPIRED MORE THAN 6 MONTHS AGO IS CONSIDERED A LAPSED CARD. AN APPLICATION TO RENEW A LAPSED CARD SHALL BE CONSIDERED A "NEW" APPLICATION, THEREFORE, REQUIRING DOCUMENTATION SHOWING APPLICANT HAS BEEN A RESIDENT FOR AT LEAST SIX (6) MONTHS PRIOR TO THE APPLICATION DATE.
(This requirement does not apply to foster children or children under the age of 18.)

The following documents (showing at least either 60 days or 6 months of residency, depending on whether the application is for a renewal or new/lapsed card) shall be required in order to prove identity and establish residency:

ACCEPTABLE FORMS OF DOCUMENTATION:

A. For Applicants 18 years of age and over:

1. Primary Identification: One (1) of the following current documents (must display applicant's photograph, date of birth, and legal residential address within the City) (no P.O. Boxes permitted):
   - California Driver's License with Irwindale address (An official DMV document showing a change of address is acceptable)
   - California Identification Card with Irwindale address (An official DMV document showing a change of address is acceptable)
   - Consular ID Card with Irwindale address

Plus:

2. Secondary Identification: Two (2) different forms of current documents reflecting legal Irwindale residential address (no P.O. Boxes permitted), **dated within the last 60 days (for renewals) OR the last 6 months (for new/lapsed cards)**:

   - Utility Bill (e.g. gas, electric, home phone (not cell), cable, satellite, water)
   - Financial Institution (bank, savings & loan, credit union, lender, retirement fund) Statement or Bill
   - State or Federal Income Tax or refund statement
   - Vehicle Registration (issue date within 60 days of Card application)
   - Vehicle Registration Renewal Notice (with a due date that has not lapsed)
   - Property Tax statement or mortgage payment receipt
   - Official Correspondence from Federal, State, County or City Government
   - Employment Pay Stub
   - Jury summons or court order issued by a state or federal court
   - Insurance Correspondence, Statement or Bill (homeowner's, renter's, health, life or automobile)
   - Official correspondence from community college, school of higher education or trade school including loan statement
   - Official medical record (e.g. Explanation of Benefits (EOB) from insurance provider, medical bill or statement)
   - Signed and notarized affidavit by property owner, under penalty of perjury, attesting that the person applying for a Card is residing at his/her property

Or:

Affidavit: If a resident is unable to provide two (2) different forms of documentation from the Secondary Identification list above to prove residency, a signed and notarized affidavit from two (2) Irwindale Residents shall be accepted in lieu of documentation from the Secondary Identification list above. The two (2) Irwindale Residents must each sign an Affidavit of Residency by Irwindale Resident.

The Irwindale Resident providing the signed and notarized affidavit must not be the same person as the applicant. The Irwindale Resident must possess a current valid Irwindale Resident ID card and reside at a different address from the applicant. For purposes of this Policy, the Irwindale Resident may not be related to the applicant by blood or marriage.

B. For Applicants Under 18 years of age:

1. Children under 18 years of age **must be accompanied by a parent or legal guardian who possesses a valid Irwindale Resident Identification Card**. An application submitted on behalf of a minor must be completed by the minor's parent or legal guardian.

2. Primary Identification: A birth certificate (certified copy acceptable) is required. An original letter from the medical facility affirming the details of the birth of the child is acceptable for children under six months of age.

Plus:

3. Secondary Identification: One (1) of the following (no P.O. Boxes permitted):

   - Adoption documents
   - Court documents establishing legal guardianship, ward of court, custodial parent status or foster parent (official documentation from foster agency is sufficient)
   - Valid Irwindale Resident Identification Card(s) of parent(s)
   - Documents from governmental agency providing assistance for minor child (e.g. Healthy Families, WIC, Options)
   - Tax returns (most recent year) claiming child as dependent;
   - Correspondence or documentation from County or State (e.g. County Dept. of Child Support Services) acknowledging resident parent receiving child support

And:

4. One (1) of the following to prove residency (reflecting Irwindale address and dated within the last 60 days) (no P.O. Boxes permitted):

   - Official medical record (e.g. Explanation of Benefits (EOB) from insurance provider, medical bill or statement)
   - Official school record stamped with school or district seal (e.g. student data printout, school progress report or report card) verifying child's enrollment in a school (public or private)
   - Financial Institution (bank, savings & loan, credit union, lender, retirement fund) Statement or Bill in child's name
   - School-issued work permit
   - Official Correspondence from Federal, State, County or City Government
   - Employment Pay Stub

SUBSTITUTE DOCUMENTS

Requests to substitute documents and/or resolution of any dispute over the adequacy of documentation shall be referred to the City Manager's designee, prior to submittal. The decision of the City Manager's designee, shall be final. Previous participation in resident programs does not conclusively establish resident status after the effective date of this Policy.

APPLICATION REVIEW

Pursuant to Irwindale City Council action of December 8, 2021, the City Manager's designee shall review the applications for compliance with the Policy as it relates to proof of residency twice per month.

If the City Manager's designee finds the application meets all Policy requirements, the applicant shall be notified by telephone when the Card is ready for pick up. If the City Manager's designee finds an application to be incomplete, inadequate, or questionable, the City Manager's designee may request the applicant to provide additional information as may be required, including but not limited to a signed affidavit of residency by the property owner on behalf of the applicant in question. The City may also conduct a Code Enforcement field inspection to confirm residency as well as a Police investigation of potential fraud and perjury pursuant to Section 118 of the State of California Penal Code. If the City Manager's designee's recommendation is not to issue a Card, the applicant shall be advised in writing. The applicant may appeal the City Manager's designee's decision to the City Manager within ten (10) calendar days of the written notification. The City Manager's decision shall be final.

FEES

The fee for a new or lapsed Card shall be $5.00. The fee for a renewal shall be $5.00. The fee for a replacement or duplicate Card shall be $10.00.

TERMS

For applicants who are 49 years or younger, a Card shall be valid for a term not to exceed one (1) year and expiring on the applicant's birthday. Applicants who are 50 years of age or older shall be issued a Card valid for a term not to exceed two (2) years and expiring on the applicant's birthday. The Card may be renewed for a period not to exceed one year or two years, depending on the applicant's age, upon meeting the requirements stated in this Policy. The Card may be renewed no more than 30 days prior to expiration. At any time during the initial or any subsequent term when the applicant ceases to be a resident in good standing, the Card shall become void and may no longer be used to secure benefits. It shall be the responsibility of the applicant to return a card no longer valid to the City for destruction.

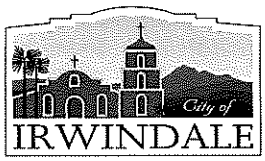
NON-TRANSFERABILITY

The Irwindale Resident Identification Card is issued to a specific individual and is not transferable to any other person or entity.

PERJURY DECLARATION

All information and documentation provided to establish residency for purposes of the Resident Identification Program shall be subscribed to under penalty of perjury. Failure to provide a perjury declaration or submission of false information shall be cause for immediate termination of all benefits and removal from City programs and prosecution to the fullest extent of the law. Fraudulent use of a Card shall be cause for immediate termination of an individual's participation in the Resident Identification Program and denial of all other City benefits. **Any person who allows another to fraudulently obtain a Card by utilizing their address will be permanently disqualified from the program**.

Exhibit B



AFFIDAVIT OF RESIDENCY BY IRWINDALE RESIDENT
(MUST BE SIGNED IN PRESENCE OF NOTARY PUBLIC)

I, _____, hereby attest and affirm that:

- I am a resident of the City of Irwindale and that all statements on this affidavit are true and correct.
- I possess a current and valid Irwindale Resident ID Card Number _____.
- I attest that _____
  Name of Applicant

  resides at _____
  and has been residing at the above address for at least six consecutive months.
- I am not related to the applicant by blood or marriage.
- **I understand that false statements are punishable under Section 118 of the Penal Code (Perjury) as well as other applicable statutes including but not limited to immediate revocation of the City-issued ID card and permanent disqualification from the program.**

Date: _____

Signature of Irwindale Resident: _____

Address of Irwindale Resident: _____

Telephone Number: _____

Exhibit B

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 _____ before me, _____, personally appeared

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

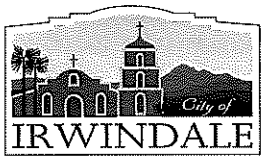
_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Exhibit C



AFFIDAVIT OF RESIDENCY BY PROPERTY OWNER
(MUST BE SIGNED IN PRESENCE OF NOTARY PUBLIC)

I, _____, hereby attest and affirm that:

- I am a property owner in the City of Irwindale and that all statements on this affidavit are true and correct.
- I attest that _____
  Name of Applicant

  resides at _____
  and has been residing at the above address for at least six consecutive months.
- **I understand that false statements are punishable under Section 118 of the Penal Code (Perjury) as well as other applicable statutes including but not limited to immediate revocation of the City-issued ID card and permanent disqualification from the program.**

Date: _____

Signature of Property Owner: _____

Address of Property Owner: _____

Telephone Number: _____

Exhibit C

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 _____ before me, _____, personally appeared

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CC Item 2A

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Mayor's Appointments of Delegates and Alternates

City Manager's Recommendation:

Adopt Resolution No. 2021-112-3324 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.

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Jeanette Duran, Interim Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

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.

Attached is a brief summary relating to the individual organizations and the current list of delegates and alternates, as appointed in 2020.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachment:

Summary of Organizations
Resolution No. 2020-93-3253
Proposed Resolution No. 2021-112-3324

Organization	Synopsis of Responsibilities	When	Location*	Stipend
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.	Every 3rd Wednesday of the month at 6:30 p.m.	Various locations	None
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.**	Every 1st Thursday of the month at 6:00 p.m.	Various locations	None
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 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	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	Various locations	None
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	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	$150 stipend

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 6:00 p.m.	Upper San Gabriel Valley Municipal Water District (USGVMWD) Offices 602 E. Huntington Drive Monrovia, CA 91016	$50 stipend; if both delegate and alternate attend meeting, only the delegate receives the stipend
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	$100 stipend

**Meetings currently being held in a virtual setting via Zoom or other platform due to the COVID-19 pandemic.*

RESOLUTION NO. 2020-93-3253

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:	Manuel R. Garcia	12-31-21
2.	ALTERNATE:	Mark A. Breceda	12-31-21

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:	H. Manuel Ortiz	12-31-21
2.	ALTERNATE:	Larry G. Burrola	12-31-21

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:	Albert F. Ambriz	12-31-21
2.	ALTERNATE:	Mark A. Breceda	12-31-21

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:	Albert F. Ambriz	12-31-21
2.	ALTERNATE:	Larry G. Burrola	12-31-21

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:	Larry G. Burrola	12-31-21
2.	ALTERNATE:	Mark A. Breceda	12-31-21

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	12-31-21
2.	ALTERNATE:	Larry G. Burrola	12-31-21

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:	Albert F. Ambriz	12-31-21
2.	ALTERNATE:	Mark A. Breceda	12-31-21

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:	H. Manuel Ortiz	12-31-21
2.	ALTERNATE:	Mark A. Breceda	12-31-21

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	Albert F. Ambriz	12-31-21
2.	ALTERNATE	Mark A. Breceda	12-31-21

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	(2 year term)	12-31-22

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 9th day of December, 2020.

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. 2020-93-3253 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 9th of December, 2020, 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. 2021-112-3324

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: 12-31-22
2. ALTERNATE: 12-31-22

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: 12-31-22
2. ALTERNATE:

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: 12-31-22
2. ALTERNATE: 12-31-22

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: 12-31-22
2. ALTERNATE: 12-31-22

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: 12-31-22
2. ALTERNATE: 12-31-22

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: 12-31-22
2. ALTERNATE: 12-31-22

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: 12-31-22
2. ALTERNATE: 12-31-22

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: 12-31-22
2. ALTERNATE: 12-31-22

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 12-31-22
2. ALTERNATE 12-31-22

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 (2 year term) 12-31-22

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 8th day of December, 2021.

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-112-3324 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 8th of December, 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CC Item 2B

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Appointment of Parks & Recreation Commissioners

City Manager's Recommendation:

Adopt Resolution No. 2021-113-3325 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS 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

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Jeanette Duran, Interim Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

The terms for Parks & Recreation Commissioners Paula Fraijo and Belen Zepeda will expire on December 31, 2021. 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, November 23, 2021 (in alphabetical order):

Lawrence W. Burrola
Paula A. Fraijo
Patricia Gonzales
Justin T. Kelly
Linda S. Marez
Belen Zepeda

In accordance with Resolution No. 2020-60-3220, the deadline for submission of late applications was Wednesday, December 1, 2021. There were no late applications received.

It would be appropriate for the City Council to make two appointments to the Parks & Recreation Commission, for three-year terms expiring December 31, 2024.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachment:

Proposed Resolution No. 2021-113-3325

Applications of:

Lawrence W. Burrola
Paula A. Fraijo
Patricia Gonzales
Justin T. Kelly
Linda S. Marez
Belen Zepeda

RESOLUTION NO. 2021-113-3325

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS 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 persons are appointed to the Parks & Recreation Commission of the City of Irwindale, to serve a term of office to commence January 1, 2022, and to expire on December 31, 2024.

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 8th day of December 2021.

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-113-3325 was adopted at a regular meeting of the Irwindale City Council held on the 8th day of December 2021, 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 18 2021
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: Lawrence W. Burrola

Address: [redacted]

Occupation: Truck Driver

Employer: 7 Star Foods

Address: 260 N. Palm St. Ste 100 Brea, CA 92821

Home Phone: _____ Business Phone: ( ) _____

Years in Irwindale: 34 years Registered Voter? yes

Educational background / degree: Some College

Licenses or Special Certificates: Class A 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. 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.) My main reason for wanting to serve on board is to act as a resource for our community, to be eyes and ears for residents especially our youth.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I would make a good board member because I am a great listener and make decisions only after all sides of a question have been presented.

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 have been a life long resident in Irwindale I have seen the community grow. My interest is in the continuing growth of our city and an important part is the youth and all the opportunities that the Parks and Recreation offers to the

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: _____ Date: 11/18/21

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 2 2021
CITY OF IRWINDALE
CITY CLERKS DEPT.
6:13pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: PARKS & RECREATION COMMISSION
(print or type name of one Board or Commission)

Name: PAULA A. FRAIJO

Address: _____

Occupation: PARALEGAL/OFFICE MANAGER

Employer: LAUGHLIN, FALBO, LEVY & MORESI LLC

Address: ONE CAPITOL MALL SUITE 400 SACRAMENTO CA 95814

Home Phone: (_____ Business Phone: (_____

Years in Irwindale: 40 YEARS Registered Voter? YES

Educational background / degree: CAL STATE DOMINGUEZ HILLS/CERTIFICATE PROGRAM

Licenses or Special Certificates: PARALEGAL AND ADVANCED PARALEGAL CERTIFICATION

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 OF IRWINDALE PARKS & RECREATION COMMISSION 1994 TO PRESENT - PRESENT CHAIR

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 had the honor of serving on the Parks & Recreation Commission for the past 26 years. I hope to have the opportunity to continue my service to ensure that our Parks and Recreation Department offers the best possible programs for all residents. (cont. to additional page)

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I feel that I am and would continue to be a good/great Commissioner because I truly care about my community and the city of Irwindale. I listen to and respect the opinions and needs of others. I understand the needs of the community when it comes to what the are looking for in our Parks & Recreation and pool programs. (cont to additional page)

Have you applied for a City Board or Commission before? Yes X No _____

If so, which one? PARKS & RECREATION COMMISSION

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: 26 years of service on the Parks & Recreation Commission, during which time we have added parks remodeled parks, added and modified programs. Work along side the City Council to offer programs free of charge.

(cont. to additional page)

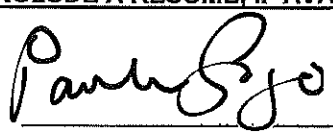
CERTIFICATION

By initialing below, I certify:

PAF 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: NOVEMBER 10, 2021

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.

Paula Fraijo Parks & Recreation Commission Application
Additional response to:

Question 1: What are your reasons for wanting to serve on the Board or Commission (cont.):

To ensure that everyone has an equal opportunity to participate in all activities and programs offered through our Parks and Recreation Department. To have the opportunity to represent my community. To be a part of a Commission that truly care about the city and its residents. To work with our City Council to make the best decision for the community. This Commission is a very important part of my life because I feel so strongly about what it provides the residents of Irwindale.

Question 2: Why do you feel you would make a good Board Member of Commissioner? (cont.):

I am kind, compassionate, caring and dedicated to being the best Commissioner for my community. I am able to compromise and work together to do what is best for the community as a whole. I believe everyone should have the same opportunities and be treated equally and with respect. If reappointed as a Parks & Recreation Commissioner, I would continue to ensure that the positive things that the city has worked so hard to incorporate/accomplish continue to happen.

Question 3: Abilities, experiences, and interest which you believe would contribute to your participation in municipal government. (cont.):

Twelve years of experience in working for a large California Law firm. The passion to continue to give back to the community through an annual scholarship in honor of my late husband. The ability to do what is right for the right reasons.

RECEIVED

NOV 0 4 2021

CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks & Recreation Commission
(print or type name of one Board or Commission)

Name: Patricia Gonzales

Address: [redacted]

Occupation: Technician, Dept. of Sustainability

Employer: City of Pico Rivera

Address: 6615 Passons Blvd., Pico Rivera, CA 90660

Home Phone: ( ) _____ Business Phone: ( ) _____

Years in Irwindale: 12 Registered Voter? Yes

Educational background / degree: Masters in Organizational Leadership

Licenses or Special Certificates: Certificate in Sustainable Resource Management

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 served in Irwindale Planning Commission
Friends of the Library Pico Rivera

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) Be a part of Irwindale's future. Assist with its growth and businesses in regards to both residents and climate

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I'm not related to anyone in the city. My decisions would be based on what is good for the city as a whole. I believe its good to have new fresh ideas.

Have you applied for a City Board or Commission before? Yes X No _____
If so, which one? Planning Commisson

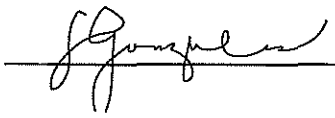
Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: knowledge of the intricacies of municipal government, its departments and City Council

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: November 4, 2021

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.

11/23/2021 5:19pm

RECEIVED

NOV 23 2021

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: Justin T Kelly

Address: _____

Occupation: Journeyman Inside Wireman

Employer: Perma City Electric Co

Address: _____

Home Phone: _____ Business Phone: ( ) _____

Years in Irwindale: 15 Registered Voter? yes

Educational background / degree: Highschool Graduate / ITT Tech (Some Colle

Licenses or Special Certificates: Certified General Electrician (State Certified multiple Electrical 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

Q1 What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) See attached

Q2 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 ____

If so, which one? Irwindale Parks and Recreation

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: 6 year active union member, Coach for the Arch diocese, State certified Electrician, goal driven, able to lead and also be lead.

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: 11/12/2021

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.

Q1) My reasons for wanting to serve as a member of the Board is to bring my vast knowledge and everyday life skills and experiences to help improve our community. I am a firm believer in our Constitution and I will do everything in my power to serve "We The People". Family and friends are the heart of this amazing city that our ancestors have built through values, respect, and honesty and those will be carried on through myself if given this great opportunity to serve The People.

Q2)I strongly believe I would make a good Board Member because I am a dedicated father, worker,and friend. I am a State Certified Union Electrician and have been very active with the local by going to the monthly meetings religiously for the last 8 years straight, volunteering at the annual picnics as well as many other events including showing up to many council meetings all over LA County. Growing up nothing was handed to me. I have had to work extremely hard my entire life and that makes me appreciate ALL God has given me. My strength and passion is to now be a part in helping this city evolve into even greater things starting with our children, knowing they are our future. Providing healthy safe environments and engaging regularly with fellow Board Members, our City Council, city employees and the wonderful citizens of Irwindale to help build an atmosphere of comfort and trust are top priorities that I would like to see through.

Please take the time and consider myself as someone who will take this position seriously and who is goal driven.

Thank you,

Justin T Kelly

RECEIVED
NOV 24 2021 1:39pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

IRWINDALE

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:

Occupation: Retired

Employer: N/A

Address: N/A

Home Phone: Business Phone: ( ) N/A

Years in Irwindale: 50 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. 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 wish to be a positive influence on my community. My years working for the Recreation Dept. speak for my ability to be a great Park and Rec. commissioner.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.)

Have you applied for a City Board or Commission before? Yes X No

If so, which one? Senior and Recreation

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: _____

_____

_____

PLEASE INCLUDE A RESUME, IF AVAILABLE

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.

Received
11/17/2021 @ 10:56am
Sylvia

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks and Recreation Commission
(print or type name of one Board or Commission)

Name: Belen Zepeda

Address: _____

Occupation: Instructional Aide - Special Education

Employer: Azusa Unified School District

Address: 546 S Citrus Ave, Azusa

Home Phone: ( ) _____ Business Phone: ( ) _____

Years in Irwindale: 57 Registered Voter? years

Educational background / degree: some college

Licenses or Special Certificates: First Aid, CPR certification, CPI certification, Mandated Reporter

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. Parks and Recreation Commission 1995 to present. Vice Chair of Parks and Recreation

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 X No _____

If so, which one? Parks and Recreation Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: see attached

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Bulmaro Zepeda Date: 11-17-21

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.

Belen Zepeda
16148 Calle de Paseo
Irwindale CA 91706

What are your reasons for wanting to serve on the Board or Commission?

As a lifetime resident of the City of Irwindale I take great pride in the programs, events and benefits that are provided to the community. It is my hope that I can continue to give back with my time and commitment to the City of Irwindale, by serving as a Parks and Recreation Commissioner. I would like to be a part of a Board that has enabled my daughter and I the opportunity to have created amazing memories and experience a life full of extracurricular activities; so that I can help ensure that other residents are able to have the same benefits. I would like the Recreation to continue its current programs and help them create new and innovative ideas for the future.

Why do you feel would make a good Board Member or Commissioner?

I have had 25 years of experience as a Commissioner, serving three of those terms as Vice Chair for the Parks and Recreation Commission. I have been a longtime resident of the City of Irwindale and I am extremely interested in its future. My volunteer experience shows that I take a vested interest in the success and implementation of the programs and events that the Recreation has to offer. I am not only an advocate for Parks and Recreation, but I am also someone who utilizes the amenities, participates in the activities and am accessible to others who use them as well.

Abilities, experiences, and interest which you would believe would contribute to your participation in municipal government:

- I am a recognizable figure in our community, our residents feel comfortable coming to me with both criticism and praise regarding our Parks and Recreation
- I along with my daughter use the park on a daily basis (Gym, restrooms, Recreation Department, Library, park open spaces, aquatics), this enables me to see the beauty in our Parks and also find the areas that need improvement
- I participate in programs and trips that the Recreation has to offer
- I have volunteered for several Recreation programs and special events

CC Item 2C

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Appointment of Planning Commissioners

City Manager's Recommendation:

Adopt Resolution No. 2021-114-3326 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS 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

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Jeanette Duran, Interim Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

The terms for Planning Commissioners Enoch Burrola and Art Tapia will expire on December 31, 2021. 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, November 23, 2021 (alphabetical order):

Karla V. Alfaro
Doloras Amador
Enoch Ysidoro Burrola
David Fuentes
Patricia Gonzales
Michele Salgado
Arthur R. Tapia

In accordance with Resolution No. 2020-60-3220, the deadline for submission of late applications was Wednesday, December 1, 2021. There were no late applications received.

It would be appropriate for the City Council to make two appointments to the Planning Commission, for four-year terms expiring December 31, 2025.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachment:

Proposed Resolution No. 2021-114-3326

Applications of:
Karla V. Alfaro
Doloras Amador
Enoch Ysidoro Burrola
David Fuentes
Patricia Gonzales
Michele Salgado
Arthur R. Tapia

RESOLUTION NO. 2021-114-3326

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS 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 are appointed to the Planning Commission of the City of Irwindale, to serve a term of office to commence January 1, 2022, and to expire on 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 members.

PASSED, APPROVED, and ADOPTED this 8th day of December 2021.

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-114-3326 was adopted at a regular meeting of the Irwindale City Council held on the 8th day of December 2021, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

4:30pm
11/17/2021
Sylvia

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: Karla V. Alfaro

Address: _____

Occupation: Customer Service

Employer: Tessec Manufacturing Services LLC

Address: 2004 S. Myrtle Ave. Monrovia 91016

Home Phone: _____ Business Phone: ( ) _____

Years in Irwindale: 2y 8m Registered Voter? yes

Educational background / degree: BA in Sociology

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.) Please see sheet attached

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) please see sheet attached

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: Please see sheet attached

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: 11/16/2021

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.

Karla Vanessa Alfaro

Objectives

To obtain a position that will allow me to contribute to the growth and success of your organization by utilizing my professional and leadership skills. Strong knowledge/experience in customer service facing, manufacturing, planning & in managing various departments.

QUALIFICATIONS

. Computer literate (Microsoft, PowerPoint, Excel, 10-key, Outlook)
. Action driven, agile, team leader
. Excellent analytical, organizational, communication, strategic, and interpersonal skills
. Exceptional customer service skills
. Inventory, quality and production control
. Bilingual (Spanish): speak, read and write
. Problem solving and Time management
. Work well under pressure and in fast pace environment
. Reliable, Responsible & possess a strong work ethic
. Familiar with different ERP software

Experience

TESSEC Manufacturing Services LLC

Customer Service/Administrative Assistant

11/08/2021-PRESENT

. Account Manager
. General office duties
. Assist in accounts payable & receivable
. Assist in special projects

Coronado Manufacturing

Production Control manager

09/05/2019-10/08/2021

. Implementation of new ERP: Train personnel in implementation of new ERP
. Created and implemented new processes
. Customer Service Supervisor
. Order Entry & contract review
. Document control, CofC, cert verification
. Scheduler/Planner

Crown Precision, H-D Advanced Manufacturing

Customer service Rep./Production Scheduler-planner

3/27/2014-5/23/2019

11/16/2021

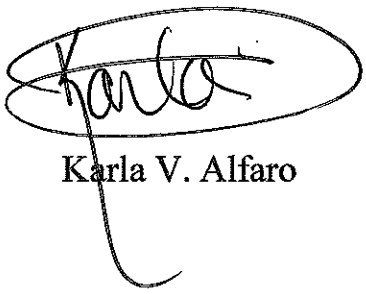
What are your reasons for wanting to serve on the Board or Commission?

There are a few reasons why I am seeking the opportunity to join the Planning Commission. First reason is the learning opportunity that this experience will bring. It's never too late to learn and expand one's knowledge. Another reason is my interest in planning, although in my previous jobs, I have exercised this skill I would like to learn to apply it in different sectors such as land use and local government. My experience has been strictly in manufacturing. Lastly, I feel that this is a great chance to give back to my community. My family and I moved to Irwindale in February 2019 and it makes us feel proud to belong to a community that is very family oriented and a city that does so much for its residents.

Why do you feel that you would make a good Board Member or Commissioner?

I feel that I would be a great commissioner because I posses a strong work ethic, I am dedicated and committed. I have the skills to lead and positively influence others. I enjoy working to make good changes and I take pride in being a fair person and open minded individual. When it comes to decision making, I listen to everyone's opinion and do my best to deliver what works for everyone. Lastly, with my analytic ability and initiative to always be as prepared as possible for any situation makes me a strong candidate.

Thank you for the opportunity.



Karla V. Alfaro

11/22/2021 8:37am

RECEIVED
NOV 22 2021
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: Dolores Amador

Address: _____

Occupation: Retired

Employer: N/A

Address: N/A

Home Phone: _____ Business Phone: ( ) _____

Years in Irwindale: approx 38 Registered Voter? yes

Educational background / degree: Some College

Licenses or Special Certificates: Was Asbesto/Lead Cert. Some Environmental

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 2006 To 2014

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 Better our Community Now and for our Future generations

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Have understanding of Spec's and Environmental

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? Planning Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Before Retiring I worked in Environmental industry 20 plus years. Also previous Experience on the Planning Commission

CERTIFICATION

By initialing below, I certify:

X 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: Roberto Amador Date: 11-22-2021

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 18 2021 @ 2pm
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: Enoch Ysidoro Burrola

Address:

Occupation: Civil Engineer

Employer: USACE

Address: 645 Durfee Ave S. El Monte CA 91733

Home Phone: Business Phone:

Years in Irwindale: 30+ yrs Registered Voter? Yes

Educational background / degree: Bachelor Degree

Licenses or Special Certificates: Professional Engineering 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 for City of Irwindale 2018- 2021

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 make a difference in our community by utilizing general plan, zoning ordinance, municipal codes, and building design to better our community for the future

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I bring relavent knowledge to the Planning Commission using my career license and experience

Have you applied for a City Board or Commission before? Yes X No

If so, which one? Planning Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Civil Engineer experience in reading plans and specifications. Understanding the community wants and needs. Would like to see the City of Irwindale thrive for our younger generations.

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: 11/15/2021

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.

Enoch Y. Burrola

Work Experience:

Sept. 2014/Present — *USACE, Engineering Division, Surveying and Mapping Section* — Los Angeles, CA
(40 hrs/week) **Survey and Mapping (Civil Engineer)**

- Serves as project manager in producing Indefinite Delivery Indefinite Quality task orders which include scopes of work, independent government estimates, and budgets for various land surveying AE contracts.
- Serves as Project Manager for managing AE Contract task orders which includes Boundary Survey and Aerial Mapping Topographic Surveys on the International Boundary Wall Projects.
- Lead engineer in analyzing data and producing Hydrographic Survey Channel Maps for ports from Morro Bay to San Diego CA.
- Team lead in Land Surveying which includes topographic, deformation, and settlement surveys.
- Responsible for LA District Quality Control of land survey project reviews for all major civil work projects.

Sept. 2012/Sept. 2014 — *USACE, Engineering Division, Cost Engineering Section* — Los Angeles, CA
(40 hrs/week) **Cost Engineer (Civil Engineer)**

- Served as a Design Engineer and Cost Engineer for several projects within Military installations
- Responsible for producing independent government estimates on multiple projects using estimating software
- Lead cost engineer for managing and producing independent government estimates for multi-million dollar government projects which include dams, levees, channels, and other flood control projects.

July 2008/Sept. 2012 — *City of Irwindale - Department of Public Works* — Irwindale, CA
(40 hrs/week) **Engineer Technician (Civil)**

- Inspect aggregate mines to ensure compliance with the Surface Mining and Reclamation Act (SMARA)
- Perform work as a City Inspector during the installation of a new Mid-Block Traffic Signal Pedestrian Crossing and reconstruction of sidewalk, driveway, and ramps throughout the city to meet ADA Standards
- Project Manager responsible for the reclamation of a city owned pit in accordance with building code standards while using AutoCAD as a tool in helping to keep track of soil volume placement.

Sept. 2001/Jan. 2004 — *United States Army* — Fort Lewis, WA
(40+ hrs/week) **Team supervisor**

- Provided mentorship and training to employees ensuring the job was done to standard
- Implemented new ideas and work ethics to make the job environment more comfortable

Mar. 1998/Aug. 2001 — *United States Army* — Fort Stewart, GA
(40+ hrs/week) **Multi-channel systems operator and maintainer**

- Provided communications ensuring 95 to 100 percent connectivity rate
- Established a LAN and WAN network using Cisco routers

Education/Licenses/Community Service:

Aug. 2005/June 2010 — *California State Polytechnic University* — Pomona, CA

- Earned Bachelors of Science Degree from the College of Civil Engineering with Cum Laude honors (3.51 GPA)

Nov. 2015

- Licensed Professional Engineer through the State of California. License Number C85117.

Jan. 2018/Present — Irwindale, CA

- Serving as a Planning Commissioner for the City of Irwindale. Responsible for understanding and enforcing the municipal code, ordinances, zoning codes, building codes, and general plan.

RECEIVED
4:50 PM
NOV 22 2021
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: DAVID FUENTES

Address: [redacted] E

Occupation: OPERATIONS MANAGER

Employer: OC&C CONSTRUCTION

Address: 739 W. TAFT AVE ORANGE, CA. 92865

Home Phone: [redacted] Business Phone: ( )

Years in Irwindale: 61 Registered Voter? YES

Educational background / degree: HIGH SCHOOL

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. IRWINDALE PLANNING COMMISSION (6) YEARS IRWINDALE CITY COUNCIL (8) YEARS, VARIOUS COUNTY BOARDS (8) 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.) TO HELP FURTHER THE DEVELOPMENT DEVELOPE THE CITY

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I SERVED ON THE PLANNING COMMISSION FOR 6-YEARS AND WAS VERY INSTRUMENTAL IN THE DEVELOPMENT OF THE CITY'S DESIGN GUIDELINES, NEGOTIATED WITH DEVELOPERS DURING MANY PROJECTS THAT YOU SEE TODAY

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? Planning Commission, Parks & Rec Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: HAVE WORKED IN THE CONSTRUCTION FIELD FOR OVER 40 years FAMILIAR OF THE DUTIES OF A PLANNING COMMISSIONER

CERTIFICATION

By initialing below, I certify:

DF 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: DAVID FUENTES Date: 11/22/2021

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 0 4 2021

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: _____

Occupation: Technician, Dept. of Sustainability

Employer: City of Pico Rivera

Address: 6615 Passons Blvd., Pico Rivera, CA 90660

Home Phone: ( ) _____ Business Phone: ( ) _____

Years in Irwindale: 12 Registered Voter? Yes

Educational background / degree: Masters in Organizational Leadership

Licenses or Special Certificates: Certificate in Sustainable Resource Management

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 served in Irwindale Planning Commission
Friends of the Library Pico Rivera

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) Be a part of Irwindale's future. Assist with its growth and businesses in regards to both residents and climate

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I'm not related to anyone in the city. My decisions would be based on what is good for the city as a whole. I believe its good to have new fresh ideas.

Have you applied for a City Board or Commission before? Yes x No ____

If so, which one? Planning Commisson

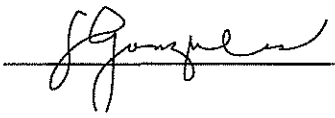
Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: knowledge of the intricacies of municipal government, its departments and City Council

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: November 4, 2021

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.

Sylvia 11/24/2021 2:42pm

RECEIVED

NOV 24 2021

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: Michele Salgado

Address: [redacted]

Occupation: —

Employer: —

Address: —

Home Phone: [redacted] Business Phone: (—)

Years in Irwindale: 10 Registered Voter? Yes

Educational background / degree: AA Degree Emphasis: Political Science

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 like to participate in activities and want to be more hands on and be able to contribute to the City of Irwindale, for everything it has done for my family and myself.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I am a dedicated person and will commit myself 100% as a Commissioner. I have the necessary skills and mindset to perform tasks needed.

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 have over 23 years experiance as an executive assistant. I also have a strong interest in politics as my A.A. Degree was geared towards Political Science. I am an active person.

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: Michael Salgado Date: 11/24/2021

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.

11/24/2021 2:31pm Sylvia

RECEIVED
NOV 24 2021
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: Arthur R. Taylor

Address:

Occupation: Retired / Planning Commissioner

Employer: City of Irwindale

Address: 5050 Irwindale Ave, Irwindale CA 9170[illegible]

Home Phone: ( ) Business Phone: ( )

Years in Irwindale: 75 yrs Registered Voter? Yes

Educational background / degree: AA Citrus JC / Some Yrs Cal Poly Pomona

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. Planning 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.) Answer on back side

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I am a team player, I am familiar with the chain of command, I have 20 years of positive, constructive and productive experience

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: Again I have 20 years SERVING this community as as planning commissioner and the heart beat of this city is part of my heart beat

CERTIFICATION

By initialing below, I certify:

AT 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: Arthur Tapia Date: 11-23-2021

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.

I have been a planning commissioner for approximately 20 years. As the years have passed by I find more and more reasons and a greater passion to serve the people and the community that I have lived in all my life. Our founding fathers began the pioneering process of establishing our community as the City of Irwindale as it is to date. This enthusiasm of the pioneering project has continued and should always be part of the heart beat of this city. We have to ensure that this unique community entrusted to us by God Almighty is guided by our City's leaders through paths that will ensure present and future financial stability, well learned and sound business relationships, a nurturing and pleasant environment for all city employees and a City that meets the needs of its residents, a City that all residents can call Home

CC Item 2D

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Appointment of Senior Citizen Commissioners

City Manager's Recommendation:

Adopt Resolution No. 2021-115-3237 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE SENIOR CITIZENS COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Jeanette Duran, Interim Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

The term for Senior Citizen Commissioners Natalie Orosco and Iris Rodriguez will expire on December 31, 2021. 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, November 23, 2021 (alphabetical order):

Patricia Gonzales
Linda S. Marez
Natalie Orosco
Iris Rodriguez

In accordance with Resolution No. 2020-60-3220, the deadline for late applications was Wednesday, December 1, 2021. There were no additional applications received.

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, 2024.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachment:

Proposed Resolution No. 2021-115-3237

Applications of:
Patricia Gonzales
Linda S. Marez
Natalie Orosco
Iris Rodriguez

RESOLUTION NO. 2021-115-3237

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, 2022, and to expire on December 31, 2024.

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 8th day of December 2021.

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-115-3237 was adopted at a regular meeting of the Irwindale City Council held on the 8th day of December 2021, 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 0 4 2021

CITY OF IRWINDALE
CITY CLERKS DEPT.

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: Patricia Gonzales

Address: 5124 Irwindale Ave., Irwindale, CA 91706

Occupation: Technician, Dept. of Sustainability

Employer: City of Pico Rivera

Address: 6615 Passons Blvd., Pico Rivera, CA 90660

Home Phone: ( ) 626/214-6672 Business Phone: ( ) 562/801-4244

Years in Irwindale: 12 Registered Voter? Yes

Educational background / degree: Masters in Organizational Leadership

Licenses or Special Certificates: Certificate in Sustainable Resource Management

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 served in Irwindale Planning Commission
Friends of the Library Pico Rivera

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) Be a part of Irwindale's future. Assist with its growth and businesses in regards to both residents and climate

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I'm not related to anyone in the city. My decisions would be based on what is good for the city as a whole. I believe its good to have new fresh ideas.

Have you applied for a City Board or Commission before? Yes X No

If so, which one? Planning Commisson

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: knowledge of the intricacies of municipal government, its departments and City Council

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: November 4, 2021

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 24 2021 1:39pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

IRWINDALE

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior
(print or type name of one Board or Commission)

Name: Linda G. Marez

Address: 16047 Peppertree Lane

Occupation: Retired

Employer: N/A

Address: N/A

Home Phone: 626 9605793 Business Phone: ( ) N/A

Years in Irwindale: 50 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. 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 give back to my communit

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Because I am a senior citizen, I feel I am fimilar with senior issues. I would make a positive impact on my community.

Have you applied for a City Board or Commission before? Yes X No ___
If so, which one? Senior and Recreation

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I have worked for the city for over 30 years, so I have an abundance of experience.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Linda S Marez Date: Nov 24, 2021

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 0 9 2021

CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Citizen Commissioner
(print or type name of one Board or Commission)

Name: Natalie Orosco

Address: [redacted]

Occupation: N/A

Employer: _____

Address: _____

Home Phone: (626) 585-1416 Business Phone: ( ) _____

Years in Irwindale: 25 years Registered Voter? Yes

Educational background / degree: 12th grade

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. Senior Citizen 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.) Being there from previous years I have learned to work with my Seniors, And highly respect my position. My Voice for the Seniors As Needed to help Them in Any Way That I Can.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Being there from previous years I highly respect my position I learned to work with all Seniors And my Voice is for the Seniors to help them.

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: My Years of Experience a Care giver provider for My mom At An Elderly Age. being highly Experience with the Youth friends and family

CERTIFICATION

By initialing below, I certify:

NO I am a registered voter in the City of Irwindale
NO 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: November 9, 2021

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
11/17/21 @ 1:06pm

RECEIVED
NOV 17 2021
CITY OF IRWINDALE
CITY CLERKS DEPT.

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: Iris Rodriguez

Address: 16075 Peppertree LN. Irwindale CA 91706

Occupation: Retired

Employer: _____

Address: _____

Home Phone: (626) 962-7557 Cell ~~Business~~ Phone: (626) 327-7985

Years in Irwindale: 50 years Registered Voter? yes

Educational background / degree: Northview High School

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. I volunter for the Senior Center.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) active in senior center in excercise, Dance, Bingo and Bunco

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I love our city and our Senior Centers. It is one of the best center. I am an act member, inter act with the staff and the senior at the center

Have you applied for a City Board or Commission before? Yes ✓ No ____

If so, which one? Senior Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I have held the position of Commission of Irwindale Senior Center for 9 years I attend all the meeting and take great interest in our Senior Center I participating in the program and events, I would appreciate the opportunity to continue serving as a Commission

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: Iris Rodriguez Date: Nov. 9, 2021

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.

CC Item 2E

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Update on Irwindale Rock House Replacement Structure, Irwindale Public Library Expansion Project, and the Dan Diaz Recreation Center Retrofit Project

City Manager's Recommendation:

1. Receive an update regarding the Irwindale Rock House Replacement Structure

2. Discuss and provide direction regarding the use of the holdback amount for the Irwindale Public Library Expansion Project and the Dan Diaz Recreation Center Retrofit Project

Administrative Action:

Prepared /Submitted by:

Theresa Olivares, Assistant City Manager
(626) 430-2294

Reviewed by:

Adrian R. Guerra, City Attorney — ***Electronically Approved***

Jeanette Duran,
Interim Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background:

On July 13, 2016, the City Council adopted Resolution No. 2016-41-2855 (Attachment "A"), approving a Settlement Offer from California Joint Powers Insurance Authority/Chartis Insurance Company in the amount of $412,669.77 for the replacement

of the fire damaged Irwindale Rock House located at 16203 Arrow Highway. The Proof of Loss and Subrogation Agreement (Agreement) (Attachment "B") includes a special condition, indicting a holdback amount of $174,899.77 to be claimed by the City when the City builds a replacement structure within 10 years from the Agreement execution date, or July 2016. Based on the building records retained by Building and Safety the replacement size of the fire-damaged structure is approximately 1,070 square feet.

Staff assessed the conditions of the Agreement, holdback amount, size of the new replacement structure, time to construct, and the existing City facility's ability to accommodate a new structure. Based on these limitations, staff engaged the services of CWA AIA, Inc., to evaluate the possibility of expanding the Irwindale Public Library to include a meeting room, mining library, and additional space for patrons to utilize the Library's Wi-Fi. The library expansion project meets the conditions of the Agreement for use of the holdback amount.

Concurrently, the Dan Diaz Recreation Center has several projects in the works, including the roof-screening project, building seismic assessment, and a new HVAC system. The Council authorized staff to solicit bids for the roof-screening project in August 2019. This project will also include painting the exterior of the building. Since this facility is recognized as an Emergency Evacuation Center to be activated in the event of a natural disaster, Structural Focus conducted a structural assessment in January 2020. The findings of the assessment were provided to Council in May 2020, where Council authorized staff to solicit bids for the design of plans and specifications for the structural improvements. Additionally, a majority of HVAC units at the facility are more than 30 years old, not functioning properly and need to be replaced with energy efficient units. Although these projects were initially presented as stand-alone projects, they are interrelated and it would be appropriate for them to be tied into one capital improvement project. The consultant has informed staff that additional restrooms are required for this facility. Due to the fixed footprint of the building, the unknown quantity of restrooms will reduce the amount of usable space for recreation programing and activities. The department continues to increase the classes and events offered to the community and therefore the consultant is recommending an additional ~2,600 square feet to accommodate the required restrooms and space needed for programs and events.

Options

CWA AIA, Inc. has evaluated the current use of both facilities, along with the anticipated growth for the departments' ongoing needs, offering the following two options:

Option 1: **Recreation Retrofit & Library Addition**

Recreation Center (Approx. 19,000 SF)	$7,021,000
Library Addition (Approx. 2,600 SF)	$2,279,000
Total Construction Estimate	$9,300,000

Under this option, the existing recreation building would be seismically retrofit, exterior painted, new air conditioning unit, new roof, and minimally reconfigured to create efficiencies for classes and programs. However, there would be a space reduction to

accommodate the required restrooms, affecting the classes and programs offered by the department. The library addition would expand the library by approximately 2,600 square feet and allow for increased programing.

Option 2: Recreation Retrofit & New Stand Alone Library

Recreation Center (Approx. 19,000 SF)	$ 7,198,000
New Stand-Alone Library Addition (Approx. 7,000 SF)	$ 5,602,000
Total Construction Estimate	$12,800,000

Under this option, the recreation department would occupy the existing library space, providing the department with the additional space suggested by the architect based on the department's needs. The proposed new stand-alone library would be a two-story facility located in the green space west of the existing library. This option would also include reconfiguration of the library parking lot.

Next Steps

Due to the scope and estimated cost of the project, direction from the City Council is required. Once staff has received direction from Council, staff will advise the Parks and Recreation Commission and receive the Commission's recommendations as the architect proceeds with the design of the recreation retrofit.

Fiscal Impact:

The options identified indicated the estimated construction costs. The fiscal impact related to the option selected by the City Council will be determined and reported to the City Council when the Council considers approving and awarding the project.

Attachment(s):

A: Resolution No. 2016-41-2855
B: Proof of Loss and Subrogation Agreement

CC Item 3A

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Introduction of Ordinance No. 759 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 8.22 TO TITLE 8 ("HEALTH AND SAFETY") OF THE IRWINDALE MUNICIPAL CODE, ENTITLED "SPECIFIC REGULATIONS FOR ORGANICS WASTE DISPOSAL, REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION," TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING AND ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

City Manager's Recommendation:

1) That the City Council introduce the first reading Ordinance No. 759, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 8.22 TO TITLE 8 ("HEALTH AND SAFETY") OF THE IRWINDALE MUNICIPAL CODE, ENTITLED "SPECIFIC REGULATIONS FOR ORGANICS WASTE DISPOSAL, REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION," TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING AND ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT."

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director

Elizabeth Rodriguez

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Jeanette Duran, Interim Finance Director

Approved by:

William Tam, City Manager

Background and Analysis:

1. The California Department of Resources Recycling and Recovery (CalRecycle) oversees a variety of programs and policy initiatives to reduce the amount of solid waste sent to landfills and promote recycling in California, including organic waste recycling under SB 1383. SB 1383, as enacted in 2016 (Lara, Chapter 395, Statutes of 2016), establishes statewide targets to reduce the statewide disposal of organic waste by 50 percent by 2020 and 75 percent by 2025; and requires that not less than 20 percent of edible food that is currently disposed be recovered for human consumption by 2025.

2. In accordance with SB 1383, by January 1, 2022, all jurisdictions must have a mandatory organic waste disposal reduction ordinance in place. Additionally, the bill mandates that all businesses and residents, as well as multi-family housing, have access to recycling programs that capture food scraps and landscaping debris, among other organic waste items. CalRecycle guidelines for SB 1383 require jurisdictions to conduct education and outreach on organics recycling to all residents, businesses, haulers, solid waste facilities, and local food banks and other food recovery organizations.

3. There are seven main components of SB 1383 that the City must comply with. They are:

    - Ordinance Adoption. Adopt an ordinance implementing SB 1383 by January 1, 2022.

    - Education and Outreach. Conduct annual community outreach and education to residents, schools, businesses, and edible food generators.

    - Organics and Recycling Collection. Provide residents and businesses access to organics and recycling collection services.

    - Contamination Monitoring. Conduct waste audits of trash, recycling, and organics routes to check bins for contamination.

    - Procurement Requirements. Beginning January 1, 2022, the City must annually procure a certain quantity of recycled organic waste products including, but not limited to compost, mulch, and renewable natural gas.

Additionally, the City is required to only purchase paper products that are post-consumer recycled-content and to track such purchases.

- Edible Food Recovery. Identify edible food recovery generator businesses that are required to implement edible food recovery programs. This shall also include coordination with the County to facilitate capacity planning for food recovery.

- Annual Reporting. Maintain accurate and timely records of SB 1383 compliance for annual reporting to CalRecycle. Including the implementation of the Green Building Code and the City's Water Efficient Landscape Program.

4. The City Attorney's office and Staff worked together to develop the required Organic Waste Disposal Reduction Ordinance based on the SB 1383 regulations approved by CalRecycle. The Ordinance presented here is the key milestone to meeting the requirements of SB 1383. The Ordinance will mandate that organic waste generators, haulers, and other entities are subject to the applicable SB 1383 regulations and must comply with the SB 1383 regulations. It will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their edible food, that would otherwise be disposed, be recovered for human consumption.
5. Ordinance No. 759 addresses SB 1383's comprehensive regulatory requirements that the City needs to enforce, including requirements for waste generators to participate in organic waste collection programs; multi-family and business owners and property managers to support organic waste disposal reduction; commercial edible food generators to recover edible food through contracts or written agreements with food recovery organizations and services; and more. The ordinance outlines SB 1383 requirements for jurisdictions, organic waste generators, haulers and other entities to reduce organic waste and divert organic waste from landfills; and gives the City of Irwindale the authority to enforce these regulations and implement penalties beginning January 1, 2024 to those entities not complying with SB 1383. While a jurisdiction may designate a public or private entity to fulfill some of its SB 1383 regulatory responsibilities via contracts or written agreements, the jurisdiction itself remains responsible for its SB 1383 compliance and enforcing other entities' compliance with the SB 1383 regulatory items contained in this ordinance. Under SB 1383 regulations, the jurisdiction is also not allowed to delegate the authority to impose civil penalties to a private entity.

6. The Organic Waste Disposal Reduction Ordinance requires solid waste generators to participate in an organic waste collection program or self-haul organic waste to an authorized processing facility. It also requires the following:

    a. Multi-family and business owners and property managers to support organic waste disposal reduction; Commercial edible food generators to

recover edible food through contracts or written agreements with food recovery organizations and services;
b. Commercial businesses and multi-family to participate in an organic waste collection program;
c. Single family residences to participate in an organic waste collection program;
d. Compliance under the Cal Green Recycling Requirements;
e. Compliance under the Model Water Efficient Landscaping ordinance requirements;
f. Procurement requirements for city departments, direct service providers and vendors;
g. Inspections and investigations; and
h. Enforcement of this ordinance.

7. Although staff and the City Attorney's office have closely followed direct guidance from CalRecycle with respect to the terms and provisions of this Ordinance, the programs enacted by SB 1383 (as implemented through the proposed Ordinance) are so new, complex, and comprehensive that there is some uncertainty as to how the programs will function in actual practice. Once staff and the City's waste hauler have performed actual implementation and work pursuant to the Ordinance, we may discover the need for additional fine-tuning in the Ordinance to accord with actual practice. Thus, the City Council should expect minor Ordinance revisions in the future.

8. The Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, organics, and recyclables, represent actions by a regulatory agency (the City) for the protection of the environment. Additionally, the proposed ordinance is not a "Project" for the purposes of CEQA as that term is defined in CEQA Guidelines Section 15378.

9. The City Attorney has reviewed and approved the Organic Waste Disposal Reduction Ordinance.

Fiscal Impact:

The adoption of this ordinance will result in additional cost to adequately implement and administer each individualized program as required by SB 1383.

There has been an appropriation of $38,000 for the Food Recovery Program for Fiscal Year 2021-2022:

1. At the Council Meeting of September 22, 2021, Item No. 1H, Resolution Number 2021-78-3290 was an appropriation of $20,000.

2. At the Council Meeting of November 10, 2021, Item No. 1I, Resolution Number 2021-97-3309 was an appropriation of $18,000.

The fiscal impact for commercial businesses and single-family residences is unknown at this time because it will be based on results of the negotiations with Athens. This item will be taken to City Council on a later date.

Attachment(s):

1. Ordinance No. 759 Cover
2. Ordinance No. 759 entitled, An Ordinance of the City Council of the City of Irwindale Adding Chapter 8.22 to Title 8 ("Health and Safety") of the Irwindale Municipal Code, entitled "Specific Regulations for Organics Waste Disposal, Reduction, Recycling, and Solid Waste Collection," to Enact Regulations in Compliance with Senate Bill (SB) 1383 for the Implementation of Food and Organics Recycling and Related Solid Waste and Recycling Processing and Reporting and Adoption of an Exemption from the California Environmental Quality Act.

ORDINANCE NO. 759

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 8.22 TO TITLE 8 ("HEALTH AND SAFETY") OF THE IRWINDALE MUNICIPAL CODE, ENTITLED "SPECIFIC REGULATIONS FOR ORGANICS WASTE DISPOSAL, REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION," TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING AND ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

A. RECITALS

WHEREAS, 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, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert organic waste from businesses subject to the law, and requires cities to implement a mandatory commercial organics recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery ("CalRecycle") to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations ("SB 1383 Regulations") place requirements on multiple entities including the City of Irwindale, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

WHEREAS, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations, and to reduce community food insecurity by requiring commercial edible food generators to arrange to have the maximum amount of their edible food, that would otherwise be disposed, be recovered for human consumption; and

WHEREAS, this Ordinance implements the requirements of AB 341, AB 1826, and the SB 1383 Regulations; and

WHEREAS, on November 29, 2021, the City Council conducted a legally noticed public hearing for this Ordinance, and has considered all oral and written testimony from members of the public and City staff, including, but not limited to, all staff reports and exhibits and accompanying documents; and

WHEREAS, all legal prerequisites for the adoption of this Ordinance have occurred.

B. ORDINANCE

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

Section 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in the Ordinance.

Section 2. The Ordinance is consistent with the City's General Plan, the Irwindale Municipal Code, and applicable Federal and State laws.

Section 3. The Ordinance will not be detrimental to the public interest, health, safety, convenience or welfare.

Section 4. 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) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, provided for in this Ordinance, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, organics and recyclables, represent actions by a regulatory agency (the City) for the protection of the environment. Additionally, the proposed ordinance is not a "Project" for the purposes of CEQA as that term is defined in CEQA Guidelines Section 15378.

Section 5. The Ordinance is hereby adopted by the addition of a new Chapter 8.22, "SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING AND SOLID WASTE COLLECTION," in Title 8 of the Irwindale Municipal

Code to read in its entirety as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 6. 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 7. 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 in accordance with the "Effective Date" stated in Exhibit "A" after its final passage.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 12th day of January, 2022.

_____
Mayor

ATTEST:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale do hereby certify that the foregoing Ordinance No. 759 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on December 8, 2021 and adopted on second reading at a regular meeting of the City Council of the City of Irwindale held on January 12, 2022, 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. 759 adopted by the City Council of the City of Irwindale at its regular meeting held January 12, 2022, to be posted at the City Hall, Library, and Post Office on January 13, 2022.

_____ Dated: _____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CHAPTER 08.22 - SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION

08.22.010 - Purpose and Findings.
08.22.020 - Title of Ordinance.
08.22.030 - Definitions.
08.22.040 - Requirements for Single-Family Generators.
08.22.050 - Requirements for Commercial Businesses.
08.22.060 - Waivers for Generators.
08.22.070 - Requirements for Commercial Edible Food Generators.
08.22.080 - Requirements for Food Recovery Organizations and Services.
08.22.090 - Requirements for Haulers and Facility Operators.
08.22.100 - Self-Hauler Requirements.
08.22.110 - Compliance with CALGreen Recycling Requirements.
08.22.120 - Model Water Efficient Landscaping Ordinance Requirements (MWELO).
08.22.130 - Procurement Requirements for City Departments, Direct Service Providers, and Vendors.
08.22.140 - Inspections and Investigations.
08.22.150 - Enforcement.
08.22.160 - Coordination and Interpretation in Conjunction With Related Solid Waste Ordinances.
08.22.170 - Effective Date.

1. Purpose and Findings.

The City finds and declares:

A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdiction to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions such as the City of Irwindale to implement a Mandatory Commercial Recycling program.

C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires jurisdictions such as the City of Irwindale to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires jurisdictions such as the City of Irwindale to implement a Mandatory Commercial Organics Recycling program.

D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including City of Irwindale, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions such as the City of Irwindale to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, recovered for human consumption.

2. Title of Ordinance

This chapter shall be entitled "Specific Regulations for Organic Waste Disposal Reduction, Recycling and Solid Waste Collection".

3. Definitions.

For the purpose of this chapter, the following words and phrases are defined and shall be construed as hereinafter set forth, unless it is apparent from the context that a different meaning was intended:

"Bioplastic" is a plastic made from biobased, renewable materials; or a plastic that is biodegradable; or both. The term may not be well defined in common usage.

"Black Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Mixed Waste.

"Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).

"California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

"City" means the City of Irwindale.

"Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

"Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

"Compliance Review" means a review of records by a jurisdiction to determine compliance with this ordinance.

"Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

"Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

"Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

"Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

"C&D" means construction and demolition debris.

"City Enforcement Official" means the city manager or their authorized Designee(s) who is/are partially or wholly responsible for enforcing the ordinance.

"Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

"Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not

discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

"Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

"Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator, which receive materials from the City and its generators, reasonably believe would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

"Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

"Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

"Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

"Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

"Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

"Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

"Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

"Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

"Food Waste" means Food Scraps, Food-Soiled Paper, and Compostable Plastics, does not include Bio Plastics or Food-Soiled Paper lined with any plastic or wax.

"Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

"Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

"Hauler Route" means the designated itinerary or sequence of stops for each segment of the City of Irwindale's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

"High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste Organic Collection Stream.

"Inspection" means a site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food

handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

"Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

"Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

"Mixed Waste Organic Collection Stream" or "Mixed Waste" means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5).

"Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

"MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

"Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

"Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42). These entities may include, but are not limited to, special districts, federal facilities, facilities operated by the state or federal park system, public schools, and state agencies.

"Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

"Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

"Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

"Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

"Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

"Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

"Prohibited Container Contaminants" means the following: (i) discarded materials placed in a Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City of Irwindale's Green Container; (ii) discarded materials placed in the Black Container that are identified as acceptable Source Separated Green Container Organic Waste, which are to be separately collected in City of Irwindale's Green Container; and, (iii) Excluded Waste placed in any container.

"Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

"Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

"Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

"Regional Agency" means regional agency as defined in Public Resources Code Section 40181.

"Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

"Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

"Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

"SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

"Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

"Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

"Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.

2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste

that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

"Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Mixed Waste or other Solid Waste for the purposes of collection and processing.

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

"State" means the State of California.

"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

(1) Supermarket.

(2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.

(3) Food Service Provider.

(4) Food Distributor.

(5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

(1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

(2) Hotel with an on-site Food Facility and 200 or more rooms.

(3) Health facility with an on-site Food Facility and 100 or more beds.

(4) Large Venue.

(5) Large Event.

(6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

(7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

"Uncontainerized Green Waste and Yard Waste Collection Service" or "Uncontainerized Service" means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator's house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

"Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

4. Requirements for Single-Family Generators.

Single-Family Organic Waste Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 8.22.100 of this ordinance:

A. Shall subscribe to City's Organic Waste collection services for all Organic Waste generated as described below in Section 8.22.040(B). City of Irwindale shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

B. Shall participate in the City of Irwindale's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

1. A three- and three-plus-container collection service (Blue Container, Green Container, and Black Container)

(a) Generator shall place only Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Black Container Waste in the Black Container. Generators shall not place materials designated for the Black Container into the Green or Blue Container.

5. Requirements for Commercial Business.

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

A. Subscribe to the City's two-container collection services and comply with requirements of those services as described below in Section 8.22.050(B), except Commercial Businesses that meet the Self-Hauler requirements in Section 8.22.100 of this ordinance. The City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

B. Except Commercial Businesses that meet the Self-Hauler requirements in Section 8.22.100 of this ordinance, participate in the City of Irwindale's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

1. Two-container collection service (Green Container/Black Container system).

(a) Generator shall place only Source Separated Green Container Organic Waste in a Green Container.

(b) Generator shall place all other materials (Mixed Waste) in a Black Container.

C. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 6(d)(1) and 6(d)(2) below) for employees, contractors, tenants, and customers, consistent with City of Irwindale's Green Container, and Black Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.22.100.

D. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

1. A body or lid that conforms with the container colors provided through the collection service provided by City of Irwindale, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers,

including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

E. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 6(d) pursuant to 14 CCR Section 18984.9(b).

F. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City of Irwindale's Green Container, and Black Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.22.100 of this ordinance.

G. Excluding Multi-Family Residential Dwellings, quarterly inspect Green Containers, and Black Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

H. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste.

I. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste separate from Black Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

J. Provide or arrange access for the City or its Designee to their properties during all Inspections conducted in accordance with Section 8.22.140 of this ordinance to confirm compliance with the requirements of this ordinance.

K. Accommodate and cooperate with City's program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section 8.22.050(B).

L. At Commercial Business's option and subject to any approval required from the City, implement a program for Inspection of the contents of its Green Containers and Black Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants.

M. If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section 8.22.100 of this ordinance.

N. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.22.080 of this ordinance.

8.22.060 – Waivers for Generators.

A. De Minimis Waivers. City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 8.22.060(A)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8.22.060(A)(2) below.

2. Provide documentation that either:

   (a) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

   (b) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

3. Notify City of Irwindale if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

4. Provide written verification of eligibility for de minimis waiver every 5 years, if City of Irwindale has approved de minimis waiver.

B. Physical Space Waivers. City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City of Irwindale has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 8.22.050.

C. A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an Exemption Request form to the Public Services Department specifying the type(s) of collection services for which they are requesting a compliance waiver.

2. Provide documentation that the premises lacks adequate space for Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

3. Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved an Exemption Request for a physical space waiver.

D. Review and Approval of Waivers by Jurisdiction

1. Waivers will be reviewed and approved by the Public Services Director or a designee of the Public Services Director.

8.22.070 – Requirements for Commercial Edible Food Generators.

A. Tier One Commercial Edible Food Generators must comply with the requirements in Section 8.22.080 of this ordinance commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

4. Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

6. No later than the 1st of each year commencing no later than January 1, 2023 for Tier One Commercial Edible Food Generators and January 1, 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City of Irwindale that includes the records listed in Section 8.22.070(C)(5).

D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.22.080 – Requirements for Food Recovery Organizations and Services.

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City of Irwindale and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City of Irwindale it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than January 1, 2023 for Tier One Generators and January 1, 2024 for Tier Two Generators.

E. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City of Irwindale shall provide information and consultation to the City of Irwindale, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City of Irwindale and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City of Irwindale shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City of Irwindale.

8.22.090 – Requirements for Haulers and Facility Operators.

A. Requirements for Haulers:

1. Exclusive franchised hauler(s) providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a

condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

(a) Through written notice to the City annually on or before July 1, 2022, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and Mixed Waste.

(b) Transport Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and Mixed Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2. Notwithstanding the foregoing, hauler shall not be required to transport any containers with Prohibited Container Contaminants to a facility, operation, activity, or property that recovers Organic Waste.

(c) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 8.22.110 of this ordinance, and the City of Irwindale's C&D Ordinance No 713.

2. Exclusive franchised hauler(s) authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement.

B. Requirements for Facility Operators and Community Composting Operations

1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

2. Community Composting operators, upon City of Irwindale request, shall provide information to the City of Irwindale to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City of Irwindale shall respond within 60 days.

8.22.100 – Self-Hauler Requirements.

A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City of Irwindale otherwise requires generators to separate for

collection in the City of Irwindale's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City of Irwindale. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.
2. The amount of material in cubic yards or tons transported by the generator to each entity.
3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

D. A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 8.22.100(C).

8.22.110 – Compliance with CALGreen Recycling Requirements.

A. Persons applying for a permit from the City of Irwindale for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements such as the Los Angeles County Green Building Standards Code, located in Section 15.10 of the City of Irwindale's municipal code, adopted by the City of Irwindale. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

B. Applicants shall refer to City of Irwindale's building code for complete CALGreen requirements including the adopted Los Angeles County Green Building Standards Code.

C. For projects covered by CALGreen or more stringent requirements such as the Los Angeles County Green Building Standards Code adopted by the City of Irwindale, the applicants must, as a condition of the City of Irwindale's permit approval, comply with the following:

1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Green Container materials, consistent with the two-container collection program offered by the City of Irwindale, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

2. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Green Container materials, consistent with the two-container collection program offered by the City of Irwindale, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

3. Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with City of Irwindale's C&D ordinance, Section 8.20.301 of City of Irwindale's municipal code, and all written and published City of Irwindale policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

8.22.120 – Model Water Efficient Landscaping Ordinance Requirements.

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City of Irwindale, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section 8.22.120.

B. The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

C. Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 8.22.120(a) above shall:

1. Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

   (a) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

   (b) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

   (c) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

2. The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 8.22.120(a) shall consult the full MWELO for all requirements. The City of Irwindale adopted the Water Efficient Landscape Standards and Guidelines and can be found under Section 15.30 of the City of Irwindale's Municipal Code.

D. If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWWELO September 15, 2015 requirements in a manner that requires City of Irwindale to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

8.22.130 – Procurement Requirements for City Departments, Direct Service Providers, and Vendors.

A. City departments, and direct service providers to the City of Irwindale, as applicable, must comply with the City of Irwindale Recovered Organic Waste Product procurement policy and Recycled-Content Paper procurement policy.

B. All vendors providing Paper Products and Printing and Writing Paper shall:

1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.

2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City of Irwindale. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City of Irwindale is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

5. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchased from the vendor on a schedule to be determined by the City of Irwindale, but not less than annually to the Recordkeeping Designee (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the City of Irwindale. Records shall include a copy of the invoice or other documentation of purchase such as a summary report from the vendor, written certifications as required in Section 4.2.A.3-4 for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non- Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

6. All vendors providing printing services to the City of Irwindale via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as amended by Public Contract Code Section 12209.

8.22.140 – Inspections and Investigations

A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators,

Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.

B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City of Irwindale's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

C. Any records obtained by the City of Irwindale during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

D. The City of Irwindale's representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

E. The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

8.22.150 – Enforcement

A. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City of Irwindale Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance. Notwithstanding the express provisions of the City's Municipal Code section 1.16.010, the City's procedures on imposition of administrative citations and assessment of a fine for violation of this ordinance shall apply to residential uses.

B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

C. Responsible Entity for Enforcement

1. Pursuant to this ordinance may be undertaken by the City Enforcement Official, which may be the city manager or their designated entity, legal counsel, or combination thereof.

2. Enforcement Official(s) will interpret this ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

3. Enforcement Official(s) may issue Notices of Violation(s) and administrative citations.

D. Process for Enforcement

1. City Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 8.22.140 establishes the City's right to conduct Inspections and investigations.

2. City may issue an official notification to notify regulated entities of its obligations under this ordinance.

3. Contamination Prevention

(a) For incidents of Prohibited Container Contaminants found in containers, the City will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 5 days after determining that a violation has occurred. If the City observes Prohibited Container Contaminants in a generator's containers on more than three (3) occasion(s) in any calendar year, beginning January 1, the City may assess an administrative fine or penalty on the generator pursuant to the provisions of section 8.22.150(E).

(b) In addition to the provisions of Section 8.22.150(D)(3)(a), for incidents of Prohibited Container Contaminants found by a hauler in containers, hauler will issue a notice of contamination to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 5 days after determining that a violation has occurred. If a hauler observes Prohibited Container Contaminants in a generator's containers on more than three (3) occasion(s) every calendar year starting January 1, the hauler shall have the right to assess a contamination service charge on the generator to cover the additional costs of processing Contaminated Containers per the current franchise hauler rate schedule. The foregoing contamination service charge shall not be considered an administrative fine or penalty. Any disputes arising from the

assessment of a contamination service charge shall be adjudicated pursuant to the customer complaint resolution process provided under the terms of any contract, agreement, or similar contractual authorization between the hauler and the City to collect Organic Waste.

4. The exception of violations of generator contamination of container contents addressed under Section 8.22.150(D)(3), the City of Irwindale shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City of Irwindale shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's ordinance or requirements contained in Section 8.22.150(J), Table 1, List of Violations.

6. Notice shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City of Irwindale or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

E. Penalty amounts for violations of this Chapter shall be as follows:

1. For a first violation, the amount of the base penalty shall be $100 per violation.

2. For a second violation, the amount of the base penalty shall be $200 per violation.

3. For a third or subsequent violation, the amount of the base penalty shall be $500 per violation.

F. Compliance Deadline Extension Considerations

City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 8.22.150 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

2. Delays in obtaining discretionary permits or other government agency approvals; or,

3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City of Irwindale is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

G. Appeals Process

Receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with the City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing.

H. Education Period for Non-Compliance

January 1, 2022 and through December 31, 2023, City of Irwindale will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City of Irwindale determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

I. Civil Penalties for Non-Compliance

January 1, 2024, if the City of Irwindale determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 8.22.150, as needed.

J. Enforcement Table

Table 1. List of Violations

REQUIREMENT	DESCRIPTION OF VIOLATION
Commercial Business and Commercial Business Owner Responsibility Requirement Sections 08.22.050	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with the City of Irwindale requirements and as outlined in this ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement Sections 08.22.040 and 08.22.050	Organic Waste Generator fails to comply with requirements adopted pursuant to this ordinance for the collection and Recovery of Organic Waste.
Hauler Requirement Section 08.22.090	A hauler providing Residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this ordinance.
Hauler Requirement Section 08.22.090	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable

REQUIREMENT	DESCRIPTION OF VIOLATION
	approval issued by the City to haul Organic Waste as prescribed by this ordinance.
Hauler Requirement Section 08.22.090	A hauler fails to keep a record of the applicable documentation of its approval by the City, as prescribed by this ordinance.
Self-Hauler Requirement Section 08.22.100	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement Section 08.22.070	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 08.22.070	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement Section 08.22.070	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 08.22.050 and 08.22.070	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 08.22.070.	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 08.22.070.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 08.22.080	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 08.22.080.

8.22.160 – Coordination and Interpretation in Conjunction with Related Solid Waste Ordinances.

In interpreting this ordinance in conjunction with the City's general solid waste regulations (Municipal Code Chapter 08.20, entitled "Solid Waste Collection and Salvage

of Recyclable Materials"), in the event of any conflict between this Chapter and Chapter 08.20 that cannot be reasonably harmonized through the application of lawful principles of statutory construction, the provisions of this Chapter shall control with respect to all issues specific to the regulation of organic and food waste collection, disposal, enforcement and penalties.

8.22.170 – Effective date

This ordinance shall be effective commencing on February 11, 2022.

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this _____ day of January 12, 2022.

_____

, MAYOR

ATTEST:

_____

LAURA M. NIETO, MMC, CHIEF DEPUTY CITY CLERK

APPROVED AS TO FORM:

_____

ADRIAN R. GUERRA, CITY ATTORNEY

CC Item 3B

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Approval of the Adjustment of User Fees for Fiscal Year 2021-2022

City Manager's Recommendation:

That the City Council:

1.) Conduct the duly noticed Public Hearing regarding the proposed adoption of the Schedule of Fees & Charges; and

2.) Adopt Resolution No. 2021-125-3247 entitled "**A RESOLUTION OF THE CITY OF IRWINDALE ADOPTING AND ADJUSTING FEES FOR CERTAIN CITY SERVICES, CONSOLIDATING FEES INTO A COMPREHENSIVE SCHEDULE OF FEES AND CHARGES, AND REPEALING ALL PRIOR FEE RESOLUTIONS FOR SUCH FEES AND CHARGES".**

Administrative Action:

Submitted by:
Jeanette Duran, Interim Finance Director/City Treasurer - (626) 430-2268

Duran

Reviewed by:
Adrian R. Guerra, City Attorney

Electronically Approved

Jeanette Duran, Interim Finance Director/ City Treasurer

Duran

Approved by:

William K. Tam, City Manager

Background and Analysis

On April 24, 2019 the City Council adopted Resolution No. 2019-11-3095, formally adopting a Comprehensive Schedule of Fees and Charges, which approved the latest user fees charged by all departments in the City for services they provide to the public. This resolution also allows for the City to periodically review and adjust fees as needed. The City intends to review and adjust the fees if needed on an annual basis, however due to the COVID-19 pandemic, on March 18, 2020 the City Council voted to waive any fee increases last fiscal year.

On July 28, 2021 the City Council approved Resolution No. 2021-65-3277 for the adjustments of the User Fee for the Recreation Department for Fiscal Year 2021-2022. The City Council approved to eliminate fees for residents as the public purpose served here is to promote recreational activities for our residents, which further promotes good physical and mental health and the ability to engage with members of our community in a fun and social atmosphere.

Chapter 3.02.010 of the Irwindale Municipal Code (IMC) provides for establishing a comprehensive fee resolution by the City Council of the City of Irwindale for establishing all fees and charges of the City of Irwindale (City) subject to legal requirements, and allows for fees and charges to be amended by resolution.

State law allows public agencies to collects fees and charges for services from persons receiving such services in order to recover a portion of the costs of staff time, direct and indirect operating support costs, and other related expenses incurred by the City in providing these services. Current service fee amounts do not fully recover the City's costs of providing all of the services, which means a significant portion of these costs are being paid from the City's general fund and therefore, by the general public.

Government Code Section 66000, authorizes the City to collect fees and charges sufficient to recover up to 100%, but not exceed, the estimated reasonable costs of providing the service to which the fees and charges apply. As such, fees are determined based upon studies that calculate the full cost of providing specific discretionary services, including direct, indirect, and support costs.

There were a few new fees added, that include the following:

- City Clerk's Office recording fees for Quitclaim and Grant Deeds;
- Police Department adding mutual aide fees;
- Community Development no fee for students for Film/Photography Permits, a late fee for Film/Photography Permits, Application Fees for Special Event Permits, Home Occupation Permit;
- Public Services – Maintenance is to add Encroachment Permit fees;
- Public Works – Engineering to add Surety Bonds, Subdivision Bonds, Inspection fees for contracted Inspectors for weekends, Holiday, Night work; Sewer Lateral Connections; Storm Drain Connections; Permit and Plan Review fees; So Cal Gas

/ SCE Utilities Permits, Encroachment Permit Fees, and Encroachment Penalty fine.

There were a few fees adjusted and eliminated, that include the following:

- Library to eliminate the overdue fines and reduce the replacement card fees;
- Senior Center to eliminate fee for residents pertaining to Senior Meals and Senior Field Trips;
- Recreation will no longer rent out the Banquet Room;
- Police Department there is an adjustment to the False Alarm fees, a flat fee for the Non Injury Traffic Collision reports, increase the hourly rate for Police Services and delete the Cadet category;
- Community Development - Adjust the Administrative fee, adjust the Newspaper Ads and Public Notice Mailing/Posting and hearings required, adjust the Entitlement Plan Check fee, adjust the Tentative Parcel Map, Occupancy Permit and the Preliminary Reviews.
- Public Services – Adjust the Administrative fee, maintenance is to eliminate and adjust the Kennel Services per the County of Los Angeles Department of Animal Care and Control billing rate;
- Public Works – Engineering is to adjust the Administrative fee; update descriptions on a few fees, Update the Building Permit and Plan Check fees, adjust the Building Code fees, Electrical Code fees, Mechanical Code fees and the Plumbing Code fees.

Fiscal Impact

The approval of Resolution No. 2021-125-3247, and thereby the adoption of the User Fees will allow the City Departments to charge the updated fees. This will generate increased General Fund revenue to offset the costs incurred by the City in providing the related services to the public. However, any changes to the fees for Recreation, Senior Center, Library and Facility Rentals have been maintained low throughout the years, so this will not result in a very significant loss in revenue to the General Fund. Although this amount cannot be definitively calculated, as it varies depending on the programs offered and the number of participants each year. All changes to the User Fees will become effective upon City Council's approval of Resolution No. 2021-125-3247.

Attachments

1. Resolution No. 2021-125-3247
2. Attachment A – Schedule of Fees and Charges

RESOLUTION NO. 2021-125-3247

A RESOLUTION OF THE CITY OF IRWINDALE ADOPTING AND ADJUSTING FEES FOR CERTAIN CITY SERVICES, CONSOLIDATING FEES INTO A COMPREHENSIVE SCHEDULE OF FEES AND CHARGES, AND REPEALING ALL PRIOR FEE RESOLUTIONS FOR SUCH FEES AND CHARGES

WHEREAS, Chapter 3.02.010 of the Irwindale Municipal Code (IMC) provides for establishing a comprehensive fee resolution by the City Council of the City of Irwindale for establishing all fees and charges of the City of Irwindale (City) subject to legal requirements, and allows for fees and charges to be amended by resolution; and

WHEREAS, as permitted by State law, the City currently collects fees and charges for services from persons receiving such services in order to recover a portion of the costs of staff time, direct and indirect operating support costs, and other related expenses incurred by the City in providing these services. Current service fee amounts do not fully recover the City's costs of providing all of the services, which means a significant portion of these costs are being subsidized from the City's general fund; and

WHEREAS, the establishment and adjustment of user fees is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the CEQA Guidelines, because CEQA does not apply to local agency decisions involving rates, tolls or other charges, including fees and charges proposed to be adopted by this Resolution; and

WHEREAS, City Staff conducted extensive discussion sessions in reviewing all fees charged, waived and determining the adjustments needed; and

WHEREAS, the Schedule of Fees and Charges proposed to be adopted herein, and listed in Attachment A attached hereto, are based upon the recommendation of the departments.

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

SECTION 1. That the City Council hereby finds all recitals listed above in this resolution pertaining to the City's fees and charges are true and correct.

SECTION 2. That the City Council hereby approves the Schedule of Fees & Charges as listed in Exhibit A attached hereto.

SECTION 3. That the City Council hereby finds the fees and charges listed in the Schedule of Fees & Charges for the Public Service are

reasonable and do not exceed the cost of providing the related service.

SECTION 4. That the City Council hereby finds that the elimination of fees for residents for all public services, such as recreation services, senior services, Library programs and events serves a public purpose because it promotes recreational activities for our residents, good physical and mental health through these activities and programs, and the ability to engage with members of our community in a fun and social atmosphere.

SECTION 5. That the City Council hereby finds any and all provisions of prior resolutions of the City of Irwindale establishing or modifying fees for services provided by are hereby repealed and replaced with, and the Council hereby adopts, the fees set forth in the Comprehensive Schedule of Fees and Charges attached as Exhibit A hereto.

SECTION 6. That the Chief Deputy City Clerk shall certify the passage and adoption of this resolution and the same shall take effect and be in force.

APPROVED and **PASSED** this 8th day of December 2021.

BY: _____
, Mayor

ATTEST:

_____
Laura Nieto, CMC
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. 2021-125-3247 was duly adopted by the City Council of the City of Irwindale at a regular meeting held on the 8th day of December 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura Nieto, CMC
Chief Deputy City Clerk

CITY OF IRWINDALE
Comprehensive Schedule of Fees & Charges

Change in an Existing Fee - Highlighted in Yellow
New Fee Added - Highlighted in Green
Eliminating Fees - Highlighted in Blue

	Description of Fee	Fee Amount	Notes	Suggested New Fee	Change In Fee
RECREATION					
Gym/Lobby					
	Facility Walk-In Fees				
1	Residents - Adult/Child	-	No Fee		
2	Non-Resident - Adult/Teens	3.00	Per Visit		
3	Non-Resident - Child/Senior	1.00	Per Visit		
	Monthly Membership				
4	Non-Resident	30.00	Per Month		
5	Non-Resident - Senior	20.00	Per Month		
6	Non-Resident - Sponsored/Alumni	15.00	Per Month		
	Annual Membership				
7	Resident - Child	-	No Fee		
8	Resident - Adult/City Employee	-	No Fee		
9	Non-Resident	200.00	Per Year		
10	Non-Resident - Sponsored/Alumni	160.00	Per Year		
11	Irwindale Business (1-10 employees)	160.00	Per Year, Per Member		
12	Irwindale Business (11+ employees)	140.00	Per Year, Per Member		
Leagues					-
13	Youth Sports	-	No Fee		
14	Youth Competitive Cheer	-	No Fee		
Recreation Services					
	School Transportation				
	School Bus Pass				
15	Resident	-	No Fee		
16	Non-Resident - Sponsored	20.00	Per Year		
17	Replacement Pass	5.00	Per Card Replaced		
	Summer Lunch Program				
18	Resident	-	No Fee		
19	Non-Resident	-	No Fee		
Teens					-
20	Teen Club Registration Fee	-	No Fee		
21	Teen Field Trips - Resident	-	No Fee		
22	Teen Field Trips - Non-Resident Sponsored	50% of Ticket	Per Trip		
Kidzone					-
	Residents:				
	All Kidzone Fees Waived for Residents		No Fee		
	Non-Resident Fees:				
22	Afterschool Program	-	No Fee		
23	Summer Program (1st Child)	-	No Fee		
24	Summer Program (Additional family member)	-	No Fee		
25	Late Pickup Fee	5.00	Per 15 minute increments		
26	Late Tuition Fee	10.00			
Tiny Tots					-
	School Session				
27	Resident	-	No Fee		
28	Non-Resident Sponsored	80.00	Per School Year		
	Summer Session				
29	Resident	-	No Fee		
30	Non-Resident Sponsored	40.00	Per Summer Session		
31	Tiny Tots Trips	-	No Fee		
Teeny Tots					-
	School Session				
32	Resident	-	No Fee		
33	Non-Resident Sponsored	40.00	Per School Year		
	Summer Session				
34	Resident	-	No Fee		
35	Non-Resident Sponsored	40.00	Per Summer Session		
36	Teeny Tots Trips	-	No Fee		
Family/Day Camp Trips					-
	Family Trips (Requiring Ticket / Entrance Fee)				
37	Resident	-	No Fee		
38	Non-Resident	75% of Ticket			
	Family Trips (Free to Visit Locations)				
39	Resident - Adult	-	No Fee		
40	Resident - Child	-	No Fee		
41	Non-Resident - Adult	5.00			
42	Non-Resident - Child	5.00			
43	Day Camp Trips (Residents Only)	-	No Fee		
Recreation Classes					-
	Classes - Offered 1 time/week				
44	Resident	-	No Fee		
45	Monthly Member	20.00	Per Session		
46	Non-Resident	30.00	Per Session		
47	Classes - Offered 2 times/week				
48	Resident	-	No Fee		
49	Monthly Member	30.00	Per Session		
50	Non-Resident	40.00	Per Session		
Programs & Activities					-
	Various Recreation Activities Offered Throughout the Year - *Includes Canvas Kids, Painters Club, Pint Size Picasso's, Cupcake Cuties, Playbillers Club, Bunco Bash, Summer Bridge, Volleyball Clinic, etc*				
51	Resident	-	No Fee		
52	Non-Resident	10.00			
53	Materials Fee (if needed)	At Cost	Varies per Activity		
54	Other Activities: (Tball, Whiffle Ball, etc)	-	No Fee		

	Description of Fee	Fee Amount	Notes	Suggested New Fee	Change in Fee
Special Events & Other Fees					-
	Craft Fair Vendor Space				
55	Resident (using private insurance)	-	No Fee		
56	Resident (using City insurance)	-	No Fee		
57	Non-Res/Business/Non-Profit (w/private insurance)	10.00	Per Event		
58	Non-Res/Business/Non-Profit (w/City insurance)	20.00	Per Event		
59	Additional Table	10.00	Per Table		
	Family Camp Out				
60	Resident - Adult	-	No Fee		
61	Resident - Child	-	No Fee		
62	Non-Resident - Adult	12.00			
63	Non-Resident - Child	8.00			
	Pumpkin Carving Contest				
64	Resident	-	No Fee		
65	Non-Resident - Sponsored	5.00			
	Registration Refunds				
66	Refund Fee - For refunds less than $10	-	Waived		
AQUATICS					
	Recreational Swim Admission				
1	Resident - Child	-	No Fee		
2	Resident - Adult	-	No Fee		
3	Resident - Annual Pass	-	No Fee		
4	Non-Resident - Child	1.50			
5	Non-Resident - Adult	2.00			
	Swim Lessons				
6	Resident	-	No Fee		
7	Non-Resident	40.00			
	Lap Swimming				
8	Resident	-	No Fee		
9	Non-Resident	2.00	Per Visit		
	Aqua Fitness				
10	Resident	-	No Fee		
11	Non-Resident	40.00			
	Mommy & Me				
12	Resident	-	No Fee		
13	Non-Resident	40.00			
14	Swim Diapers	5.00			
SENIOR CENTER					
Senior Meals					
	Lunch				
1	Residents (includes homebound deliveries)	1.00	No Fee	-	(1.00)
2	Non-Residents	2.00			
	Monthly Birthday Breakfast				
3	Residents	2.00	No Fee	-	(2.00)
4	Non-Residents	2.00			
Senior Services					
5	Senior Transportation - Residents Only	-	No Fee		
	- Transportation provided to Senior Residents for Doctor Appointments, Prescription Pickup, Grocery Shopping, etc.				
	Women's Hairstyling				
6	Resident	-	No Fee		
7	Non-Resident	12.50			
	Men's Barber Services				
8	Resident	-	No Fee		
9	Non-Resident	6.25			
10	Senior Center Printing/Copies (Black & White/Color)	0.15	Per Page		
Senior Field Trips					
	Senior Field Trips (Requiring Ticket / Entrance Fee)				
11	Resident	25% of Ticket	No Fee	-	-
12	Non-Resident	50% of Ticket			
	Senior Field Trips (Free to visit Locations)				
13	Resident	5.00	No Fee	-	(5.00)
14	Non-Resident	6.00			
Senior Classes					
	The Senior Center offers a variety of Fitness, Dance, Computer, and Arts & Crafts Classes throughout the year				
15	Classes Instructed by Volunteers or MtSAC	-	No Fee		
	City Funded Classes				
16	Resident	2.00-10.00	No Fee	-	-
17	Non-Resident	4.00-10.00	Fee varies based on class & # of weeks		
Senior Clubs & Activities					
18	Senior Clubs	-	No Fee		
	- Includes Metro On The Go, Hooks & Loops, Walking Club, Wii Club, etc				
19	Senior Activities	-	No Fee		
	- Includes Movies, Holiday Crafts, Pumpkin Decorating, Chair Volleyball, Mexican Train, Billiards, etc				
20	Bingo	3.00	Includes 1st Bingo Card		
21	Additional Bingo Cards	0.25	Per Card (or 5 for $1)		
22	Blackout Cards	1.00	Per Card		
23	Bunco	3.00			
24	Billiards Tournament	3.00			
Special Events					
25	Complimentary Events Provided Throughout the Year	-	No Fee	-	-
	- Includes St. Patrick's Day Dance, Spring Sock Hop, Easter Egg Hunt, Luau, Singles Mingle, Pumpkin Contest, Halloween Dance, and various other seasonal events				

	Description of Fee	Fee Amount	Notes	Suggested New Fee	Change In Fee
	Senior Dances				
	Valentine's Dance / Mexican Independence Day Dance				
26	Residents	3.00	No Fee	-	(3.00)
27	Non-Residents	5.00			
	Annual Prom / Thanksgiving Dance / Christmas Dance				
28	Residents	5.00	No Fee	-	(5.00)
29	Non-Residents	10.00			
	Mother's Day & Father's Day Events				
30	Residents	3.00	No Fee	-	(3.00)
31	Non-Residents	5.00			
	Spring / Holiday Boutique / Craft Fair				
32	Vendor Space (using private insurance)	5.00	Per Event - Eliminate fee	-	(5.00)
33	Vendor Space (includes City insurance)	10.00	Per Event		
34	Additional Table	10.00	Per Table		
	Senior Health Fair				
35	Flu Shots	-	No Fee		
36	Vendor Space (using private insurance)	10.00	Per Event - Eliminate fee	-	(10.00)
37	Vendor Space (using City insurance)	20.00	Per Event - Eliminate fee	-	(20.00)
38	Additional Table	10.00	Per Table		
	FACILITY RENTALS				
	Community Center (Handled by Sr Center)				
	Rental Fee				
1	Resident	60.00	Hourly; 2 Hour Minimum		
2	Irwindale Business/Non-Profit Organization	90.00	Hourly; 2 Hour Minimum		
3	Non-Resident	120.00	Hourly; 2 Hour Minimum		
	Rental Fee - KITCHEN ONLY				
4	Resident	30.00	Hourly		
5	Irwindale Business/Non-Profit Organization	45.00	Hourly		
6	Non-Resident	60.00	Hourly		
	Other Fees				
7	Setup & Cleanup Time	20.00	Hourly		
8	Security Deposit	300.00			
9	Insurance (if obtained though City)	At Cost	Varies per Type of Event		
	Mission (Handled by Sr Center)				
	Rental Fee				
10	Resident	50.00	Hourly; 2 Hour Minimum		
11	Irwindale Business/Non-Profit Organization	75.00	Hourly; 2 Hour Minimum		
12	Non-Resident	100.00	Hourly; 2 Hour Minimum		
	Other Fees				
13	Setup & Cleanup Time	20.00	Hourly		
14	Security Deposit	200.00			
15	Insurance (if obtained though City)	At Cost	Varies per Type of Event		
	Recreation Banquet Room				
	Rental Fee				
16	Resident	40.00		-	(40.00)
17	Irwindale Business/Non-Profit Organization	60.00		-	(60.00)
18	Non-Resident	100.00		-	(100.00)
	Rental Fee - KITCHEN ONLY		*Banquet Room will no longer be rented*		
19	Resident	20.00		-	(20.00)
20	Irwindale Business/Non-Profit Organization	30.00		-	(30.00)
21	Non-Resident	40.00		-	(40.00)
	Other Fees				
22	Setup & Cleanup Time	10.00		-	(10.00)
23	Security Deposit	100.00		-	(100.00)
24	Insurance (if obtained though City)	At Cost			
	Gymnasium				
	Rental Fee				
25	Resident	25.00	Hourly; 2 Hour Minimum		
26	Irwindale Business/Non-Profit Organization	75.00	Hourly; 2 Hour Minimum		
27	Non-Resident	100.00	Hourly; 2 Hour Minimum		
	Other Fees				
28	Scoreboard/Keeper Staff Time	At Cost	Hourly; Charged at Sr Rec Aide Rate		
29	Security Deposit	200.00			
30	Insurance (if obtained though City)	At Cost	Varies per Type of Event		
	Picnic Shelter				
	Rental Fee				
31	Resident	10.00	Hourly		
32	Irwindale Business/Non-Profit Organization	15.00			
33	Non-Resident (only if less than 30 days to event)	300.00	Per Day		
	Other Fees				
34	Security Deposit	75.00			
35	Insurance (if obtained though City)	At Cost	Varies per Type of Event		
	Picnic Area				
	Rental Fee				
36	Resident	15.00	Daily		
37	Irwindale Business/Non-Profit Organization	25.00	Daily		
38	Non-Resident	35.00	Daily		
	Other Fees				
39	Power Outlet Convenience Fee	15.00	Daily		

	Description of Fee	Fee Amount	Notes	Suggested New Fee	Change In Fee
Softball Field					
	Rental Fee				
40	Resident	25.00	Hourly		
41	Irwindale Business/Non-Profit Organization	35.00	Hourly		
42	Non-Resident	50.00	Hourly		
	Softball Field Lighting Rental				
43	Resident	15.00	Hourly		
44	Irwindale Business/Non-Profit Organization	25.00	Hourly		
45	Non-Resident	30.00	Hourly		
	Other Fees				
46	Scoreboard/Keeper Staff Time	At Cost	Hourly; Charged at Sr Rec Aide Rate		
47	Security Deposit	200.00			
48	Insurance (if obtained though City)	At Cost	Varies per Type of Event		
Swimming Pool					
	Rental Fee				
49	Resident	200.00	Hourly		
50	Irwindale Business/Non-Profit Organization	300.00	Hourly		
51	Non-Resident	400.00	Hourly		
	Other Fees				
52	Asst Pool Manager	At Cost			
53	Sr Lifeguards	At Cost			
54	Security Deposit	300.00			
55	Insurance (if obtained though City)	At Cost	Varies per Type of Event		
Cancellation Fees					
56	Cancellation Fee: 60+ Days Prior to Event	10%	10% of Rental Fee; Charged to Deposit		
57	Cancellation Fee: 6-59 Days Prior to Event	30%	30% of Rental Fee; Charged to Deposit		
58	Cancellation Fee: 0-5 Days Prior to Event	100%	100% of Rental Fee; Charged to Deposit		

CITY OF IRWINDALE
Comprehensive Schedule of Fees & Charges

Change in an Existing Fee - Highlighted in Yellow
New Fee Added - Highlighted in Green
Eliminating Fees - Highlighted in Blue

	Description of Fee	Current Amount	Notes	Suggested New Fee	Change in Fee
CITY CLERK / ADMINISTRATION / FINANCE					
	Quitclaim Deed Recording Fee				
1	Base Fee		Per LA County Gov Code 27361	15.00	New
2	SB2 Building Homes & Jobs Act Fee		Per LA County Gov Code 27388.1	75.00	New
3	Fraud Notificaiton Fee		Per LA County Gov Code 27297.6 & 27387.1	7.00	New
4	District Attorney Fraud Fee		Per LA County Gov Code 27388.1	5.00	New
5	Each Additional Page		Per LA County Gov Code 27361	3.00	New
	Grant Deed Recording Fee				
6	Base Fee		Per LA County Gov Code 27361	15.00	New
7	SB2 Building Homes & Jobs Act Fee		Per LA County Gov Code 27388.1	75.00	New
8	Fraud Notificaiton Fee		Per LA County Gov Code 27297.6 & 27387.1	7.00	New
9	Survey Monument Preservation User Fee		Per LA County Gov Code 27585	10.00	New
10	Each Additional Page		Per LA County Gov Code 27361	3.00	New
	Street & Pole Banners				
11	Application Fee	50.00			
12	Encroachment Permit Fee	75.00	For Street & Pole Banners only		
13	Security Deposit	300.00			
14	Street Naming Application Fee	25.00			
15	Building Naming Application Fee	25.00			
16	Legal Services	350.00	Per Contract, Special Counsel Fees for Projects; plus Admin Fee		
17	Administrative Fee	35%	For review & oversight of projects and contracts		
18	Credit Card Convenience Fee	3%	3% fee for all Depts but waived for Recreation, Aquatics, Senior Center, Library & Resident ID Cards		
19	Returned Check - 1st Offense	25.00	Per California Civil Code 1719		
20	Returned Check - 2+ Offense	30.00	Per California Civil Code 1719		
21	Annual Budget - Hard Copy	40.00	Actual cost, plus staff time		
22	Annual Budget - Electronic Copy	-	Available on City Website		
23	Financial Report - Hard Copy	15.00	Actual cost, plus staff time		
24	Financial Report - Electronic Copy	-	Available on City Website		
LIBRARY					
Overdue Fines					
	Regular Books				
1	Child Patron	-	Eliminating Fee	-	(0.25)
2	Adult Patron	0.25	Eliminating Fee	-	(0.25)
3	Senior Patron	-	No Fee	-	-
4	Audiobooks, Magazines, DVD/Media, Games, Other Misc	0.25	Eliminating Fee	-	(0.25)
5	Tablet / e-Reader, Chromebooks, Hotspots	1.50	Eliminating Fee	-	(1.50)
6	STEM Kits for Children	1.50	Eliminating Fee	-	(1.50)
Replacement Fees					
	Replacement Cost of Lost/Damaged Items	Actual Cost	PLUS Processing Fee	Actual Cost	-
7	Processing Fee for items valued at $5.00 or less	3.00		3.00	-
8	Processing Fee for items valued more than $5.00	5.00		5.00	-
9	Replacement Cost of Lost/Damaged Media Cases	2.00		2.00	1.00
10	Lost Library Card	1.00		1.00	-
Library Services					-
	Homework Help				
11	Residents	-	No Fee	-	-
12	Non-Residents	20.00	Per Month	20.00	-
13	Printing / Copies (Black & White or Color)	0.15	Per Page	0.15	-
14	Scanning Document to PDF	1.00	$1.00 first page, $.10 each add'l page	1.00	-
15	Faxing Documents	1.00	$1.00 first page, $.10 each add'l page	1.00	-
16	Flash Drives	5.00		5.00	-
Library Programs & Activities					-
17	Library Programs, Activities, Workshops & Events *- Various programs and activities offered throughout the year include Storytime, Computer & Device Workshops, Summer Reading Program, Hands-On Science, Book Club, Crafty Kids, Movie Matinee, Bingo, Accelerated Reader Program, Teen Scene, seasonal events, etc*	-	No Fee	-	-

	Description of Fee	Current Amount	Notes	Suggested New Fee	Change In Fee
POLICE DEPARTMENT:					
1	Civilian Support Staff	23.00	Per Hour	24.00	1.00
2	Dispatch	74.00	Per Hour	77.00	3.00
3	Cadet	13.00	Hourly rate is $13.70 (currently vacant)	-	Delete Category
4	Lieutenant	168.00	Per Hour	174.00	6.00
5	Patrol Officer	126.00	Per Overtime Hourly Rate	131.00	5.00
6	Corporal	153.00	Per Overtime Hourly Rate	159.00	6.00
7	Sergeant	172.00	Per Overtime Hourly Rate	178.00	6.00
8	Mutual Aide - Civilian Support Staff	-	Per Hour	18.00	New Categoary
9	Mutual Aide - Dispatch	-	Per Hour	55.00	New Categoary
10	Mutual Aide - Lieutenant	-	Per Hour	81.00	New Categoary
11	Mutual Aide - Patrol Officer	-	Per Overtime Hourly Rate	77.00	New Categoary
12	Mutual Aide - Corporal	-	Per Overtime Hourly Rate	85.00	New Categoary
13	Mutual Aide - Sergeant	-	Per Overtime Hourly Rate	106.00	New Categoary
14	Admin/Scheduling Fee	20%	For Scheduling Police Staff; added to Police Services Invoices		
15	Residential Burglar Alarm Permit	30.00			
16	Commercial Alarm Permit	30.00			
17	Alarm Monitoring Fee	100.00			
18	False Alarm Fees/1-3 Response in a Year	-	Penalty		
19	False Alarm Fees/4th Response in a Year	25.00	Penalty	75.00	50.00
20	False Alarm Fees/5th Response in a Year	75.00	Penalty	150.00	75.00
21	False Alarm Fees/6th Response in a Year	150.00	Penalty	300.00	150.00
22	Vehicle Storage/Suspended - Misdemeanor Unlicensed	150.00			
23	Vehicle Storage/Regular - Infractionary Unlicensed	75.00			
24	Vehicle Storage/DUI	400.00	Penalty		
25	Repossession Fee	15.00			
26	Towing Rate	105.00	Hourly Rate per Contract		
27	Daily Rate Storage	27.00	Daily Rate per Contract		
28	Photocopies - 8.5 x 11(Black/White or Color)	0.25	Per Page		
29	Photograph Copies	5.00	Per Copy		
30	Audio/Video Reproduction	Actual Cost + 20%Admin	Actual Cost, plus Admin Fee		
31	Electronic Data	1.00			
32	Radio Log Copy	5.00			
33	Lost Citation Copy	5.00			
34	Disc Reproduction	10.00			
35	CAD Entry Copy (Computer Aided Dispatch)	5.00			
36	Basic Reports	0.50			
37	Arrest Report	1.00			
38	Crime Report	1.00			
39	Immigration & Naturalization Service Letters	10.00			
40	Personal Property Release Letters	10.00			
41	Cite Verification/Outside Jurisdiction	15.00			
42	Cite Verification/Inside Jurisdiction	10.00			
43	Cite Verification/Fail or Display Handicap Placard	10.00			
44	Non Injury TC (Traffic Collision)	0.50	Recommeded Flat Fee of $10	$10	9.50
45	GTA Recovery (Grand Theft Auto)	-	No Fee, Victims of crime are not charged		
46	Witness Fee	275.00	Regulated by State		
Community Development					
1	Planning Commission Agendas Only	-	Provided Electronically at No Charge		
2	Planning Commission Agendas & Minutes	-	Provided Electronically at No Charge		
3	Community Development Staff Time	Actual Cost	Hourly Rate of Staff Assigned; For Research & Analysis		
4	Administrative Fee	35%	For review & oversight of projects and contracts	28%	
Film/Photography Permits					
	Film Permits				
5	Student - With Student ID		No Fee	-	New Category
6	Application Fee - Residents	150.00			
7	Application Fee - Non-Residents	400.00			
8	Inspection/Monitoring Fee (As Needed)	Actual Cost	Charged based on actual City Staff time		
9	Administrative/Scheduling Fee	20%	20% of City Staff time		
	Late Fees				
10	Late Fee - If COMPLETED Application is submitted less than 10	750.00			
11	Late/Expedited Fee - If COMPLETED Application is submitted	1,500.00			
	Still Photography Application Fee				
12	For Commercial Use, Private Property	70.00			
13	Late Fee			750.00	New Fee
14	For Private Use, Public Property	-	No Fee		

	Description of Fee	Current Amount	Notes	Suggested New Fee	Change in Fee
Special Event Permits					
	Special Event Permit				
15	Application Fee	500.00			
16	Application Fee - Resident			150.00	New Fee
17	Application Fee - Block/Street Closure			150.00	New Fee
18	Application Fee - Non-Profit/Charitable Organization			150.00	New Fee
19	Operation Plan Fee	1,250.00			
20	Inspection/Monitoring Fee (As Needed)	Actual Cost	Charged based on actual City Staff time		
21	Administrative/Scheduling Fee	20%	20% of City Staff time		
	Late Fees				
22	If the COMPLETED Application is submitted less than 20 Days prior to event	500.00			
23	Additional Late Fee applied daily up to 10 Days prior to event	250.00	Per Day		
	(Applications submitted less than 10 Days prior to event WILL NOT be accepted)				
24	Special Event Permit Appeal Fee	400.00			
Other Fees					
25	Cannibis Permit Applicaiton Fee	50.00	Personal Cultivation		
	Administrative Citations				
26	Fine for 1st Code Violation	100.00	Per Day		
27	Fine for 2nd Violation (same code), within 1 year	200.00	Per Day		
28	Fine for 3+ Violations (same code), within 1 year	500.00	Per Day		
29	Delinquent Penalty per year	10%	On delinquent fines on last day of each month after due date		
30	Delinquent Fine Interest	1%	Per Month		
	Sign Permits				
31	For Banners	40.00			
32	For Wall Signs	50.00			
33	For Monument Signs	100.00			
	Conditional Use Permit & CUP Modifications				
34	Application	2,000.00	Plus Notification Fee		
35	Appeal	400.00	Plus Notification Fee		
36	Determination	300.00	Clarification of Ambiguity; Plus Notification Fee, if applicable		
	Development Agreement				
37	Deposit	10,000.00	Deposit Amount set by staff		
38	All Costs (Consultants, Notices, etc.)	Actual Cost	All Costs, plus Admin Fee		
	Environmental Documents				
39	Environmental Assessment Questionnaire	250.00			
40	Negative Declaration / IS	500.00	Plus LA County Clerk Fee (currently $75.00) - 100% Cons Fee + Admin		
41	Mitigated Negative Declaration	1,500.00	Plus Deposit Study Costs; 100% Consultant Cost & Admin Fee		
42	Environmental Impact Report	1,000.00	Plus Deposit Study Costs; 100% Consultant Cost & Admin Fee		
43	General Plan Amendment	1,000.00	Plus Notification Fee		
	Notification Fees				
44	Newspaper Ad - One Hearing Required	175.00	Current Rate; Actual Cost	400.00	225.00
45	Newspaper Ad - Two Hearings Required	350.00	Current Rate; Actual Cost	800.00	450.00
46	Public Notice Mailing/Posting/One Hearing Required	1.00	Plus Admin Fee	60.00	59.00
47	Public Notice Mailing/Posting/Two Hearing Required	2.00	Plus Admin Fee	120.00	118.00
	Plan Checking				-
48	Tenant Improvement/Addition	100.00			(100.00)
49	Entitlement Plan Check	100.00		250.00	150.00
	Site Plan Review				
50	Administrative Approval	1,000.00			
51	Discretionary Approval	2,000.00			
	Subdivision Maps				
52	Lot Line Adjustment	200.00	Plus Engineering Fee		
53	Appeal	400.00	Plus Notification Fee		
54	Reversion to Acreage	200.00	Plus Notification Fee		
55	Tentative Parcel Map	1,900.00	Plus $60/Lot & Notification Fee	2,000.00	100.00
56	Vesting Tentative Map	2,000.00	Plus $60/Lot, Notification Fee & Costs		
57	Tentative Tract Map	2,000.00	Plus $60/Lot & Notification Fee & Costs		
	Variance				
58	Single Family Home	300.00	Plus Notification Fee		
59	Non-Residential (Standard)	2,000.00	Plus Notification Fee		
60	Appeal	400.00	Plus Notification Fee		
61	Zoning Ordinance Amendment	2,000.00	Plus Notification Fee + Attorney Deposit		
62	Appeal	400.00	Plus Notification Fee + Attorney Deposit		
63	Zone Change	2,000.00	Plus Notification Fee		
64	Zone Change - Appeal	400.00	Plus Notification Fee		
65	Occupancy Permit	150.00		200.00	50.00
66	Home Occupation Permit			150.00	New Fee
67	Development Review Team 1st Meeting	-			
68	Development Review Team 2nd Meeting	250.00			
69	Development Review Team 3rd Meeting	250.00			
70	Development Agreement	2,000.00	Application Fee		
71	Preliminary Review	300.00		500.00	200

	Description of Fee	Current Amount	Notes	Suggested New Fee	Change in Fee
	Business License Processing Fees				
72	New/1st Time Applications - In City Businesses	30.00	For compliance reviews and processing		
73	New/1st Time Applications - Out of City, But Requiring Special Per	30.00	For compliance reviews and processing		
74	Business License Expedited Fee	30.00	For Same-Day Processing		
75	Business License Delinquency Penalty Fee	10% 1st month plus 5% ea add'l month	Per Irwindale Municipal Code Section 5.04.300		
76	Business License Enforcement Fee	200.00	For costs related to enforcing compliance of delinquent businesses		
77	Business License Appeal	200.00			
	Public Services - Maintenance				
1	Bulky Waste Residential Pickup	-	Free, Instructed/(Contract Price)$25 first item/$15 for each additional item plus taxes and fees		
2	Public Services/Maintenance Supervisor	114.00	Straight Time Hourly Rate		
3	Public Services/Maintenance Leadworker	111.00	Straight Time Hourly Rate		
4	Public Services/Maintenance II	113.00	Straight Time Hourly Rate		
5	Public Services/Maintenance I	136.00	Straight Time Hourly Rate		
6	Public Services/Maintenance Aide	57.00	Straight Time Hourly Rate		
7	Public Services/Maintenance Leadworker	167.00	Overtime Hourly Rate		
8	Public Services/Maintenance II	170.00	Overtime Hourly Rate		
9	Public Services/Maintenance I	204.00	Overtime Hourly Rate		
10	Public Services/Maintenance Aide	86.00	Overtime Hourly Rate		
11	Admin/Scheduling Fee	20%	For Scheduling Staff, added to Public Works Services Invoices		
	Street & Pole Banners				
12	Application Fee	50.00			
13	Encroachment Permit Fee	75.00	Street & Pole Banners only		
14	Security Deposit	300.00			
15	Loader/Tractor	35.00	Hourly Rate, plus staff time assigned (if required)		
16	Dump Truck	35.00	Hourly Rate, plus staff time assigned (if required)		
17	Street Sweeper	12.58	Hourly Rate, plus staff time assigned (if required)		
18	Solar Message Board	400.00	Daily Rate, plus staff time assigned (if required)		
19	Boom/Lift Truck	37.00	Hourly Rate, plus staff time assigned (if required)		
20	Street Vehicle	22.00	Hourly Rate, plus staff time assigned (if required)		
21	Park Vehicle	20.00	Hourly Rate, plus staff time assigned (if required)		
22	Skidster w/ trailer	20.00	Hourly Rate, plus staff time assigned (if required)		
23	Forklift	29.00	Hourly Rate, plus staff time assigned (if required)		
24	Paint Truck	28.00	Hourly Rate, plus staff time assigned (if required)		
25	Patch Truck	28.00	Hourly Rate, plus staff time assigned (if required)		
26	Patch Truck w/Water Container	44.00	Hourly Rate, plus staff time assigned (if required)		
27	Deposit	250.00	Security Deposit; Flat Rate		
28	A-Frames/Parade	10.00	Per Item Rate, plus staff time (if required)		
29	Type II Metal Barricades	5.00	Rate Per Barricade, plus staff time (if required)		
30	Type II Plastic Barricades	6.00	Rate Per Barricade, plus staff time (if required)		
31	Type III Barricades	15.00	Rate Per Barricade, plus staff time (if required)		
32	Water Filled Barricades	30.00	Rate Per Barricade, plus staff time (if required)		
33	Traffic Cone Bar	5.00	Rate Per Traffic Cone Bar, plus staff time (if required)		
34	Plastic Portable Pedestrian Barricades	10.00	Rate Per Barricade, plus staff time (if required)		
35	Open Top Two Channel Delineator (Post & Base)	5.00	Rate Per Delineator, plus staff time (if required)		
36	Traffic Cones	5.00	Rate Per Traffic Cone, plus staff time (if required)		
37	Signs (Road Closed, Detour, Do Not Enter, Flagger Ahead, Slow, W	20.00	Rate Per Sign, plus staff time (if required)		
38	Tree Trimming: 6"or < Diameter/per tree Number of Hours * Hourly	Varies	2 Rate Options: City Staff only - Charge Hourly Rate Or Contracted - Charge actual cost, plus 35% Admin Fee		
39	Tree Trimming: 7-12" Diameter/per tree Number of Hours * Hourly	Varies	2 Rate Options: City Staff only - Charge Hourly Rate Or Contracted - Charge actual cost, plus 35% Admin Fee		
40	Tree Trimming: 12-18"or < Diameter/per tree Number of Hours * H	Varies	2 Rate Options: City Staff only - Charge Hourly Rate Or Contracted - Charge actual cost, plus 35% Admin Fee		

	Description of Fee	Current Amount	Notes	Suggested New Fee	Change in Fee
41	Tree Trimming: 19" & over Diameter/per tree Number of Hours * H	Varies	2 Rate Options: City Staff only - Charge Hourly Rate Or Contracted - Charge actual cost, plus 35% Admin Fee		
42	Equipment (Chainsaw, Pole Tree Barrier, etc.) Only	20.00	Rate per items		
43	Vehicle (Boom/Lift) & Equipment (Chainsaw, Pole Tree Pruners, et	57.00	Rate per vehicle		
44	Tree Installation - Furnish & Plant 15-Gallon Tree with Root Barrier	Varies	2 Rate Options: City Staff only - Charge Hourly Rate Or Contracted - Charge actual cost, plus 35% Admin (when Contracted, includes labor, tree, 90 day Establishment)		
45	Furnish & Plant 24" Box Tree with Root Barrier	Varies	2 Rate Options: City Staff only - Charge Hourly Rate Or Contracted - Charge actual cost, plus 35% Admin (when Contracted, includes labor, tree, 90 day Establishment)		
46	Furnish & Plant 36" Box Tree with Root Barrier	Varies	2 Rate Options: City Staff only - Charge Hourly Rate Or Contracted - Charge actual cost, plus 35% Admin (when Contracted, includes labor, tree, 90 day Establishment)		
47	Furnish & Plant 48" Box Tree with Root Barrier	Varies	2 Rate Options: City Staff only - Charge Hourly Rate Or Contracted - Charge actual cost, plus 35% Admin (when Contracted, includes labor, tree, 90 day Establishment)		
48	Dumping on Public or Private Property	500.00	Fee for Cleanup		
49	National Pollutant Discharge Elimination System (NPDES) Compliai	Varies	As Required (Either or Both): Contracted - Charge Actual cost, plus 35% Admin And/Or City Staff time - Charge Hourly Rate		
50	National Pollutant Discharge Elimination System (NPDES) Site Insp	Varies	As Required (Either or Both): Contracted - Charge Actual cost, plus 35% Admin And/Or City Staff time - Charge Hourly Rate		
51	Storm Water Pollution Prevention Program (SWPPP) Check/Inspec	105.00			
52	Standard Urban Storm water Mitigation Program (SUSMP) Check/	105.00			
53	Hazardous Material/Illicit Discharge Response During Non-Busines	Varies	As Required, Either or Both: Contracted - Charge Actual cost, plus 35% Admin And/Or City Staff time - Charge FB Hourly Rate.		
54	Hazardous Material/Illicit Discharge Response (8 am - 6pm Mon-T	Varies	As Required, Either or Both: Contracted - Charge Actual cost, plus 35% Admin And/Or City Staff time - Charge FB Hourly Rate.		
55	**Administrative Fee**	**35%**	**For contract oversight and review; charged on contracted rates (excluding Kennel Services)**	**28%**	
	Kennel Services - License Fees are collected by LA County Animal Care & Control; t		Per LA County Contract		
56	**Dog and Cat**	**44.85**	**Per Day**	**48.82**	**Per LA Contract**
57	**Other animals**	**12.74**	**Per Day**	**-**	**Per LA Contract**
58	**Dog License Processing**	**3.34**	**Per License**	**4.11**	**Per LA Contract**
59	**Dead Animal Disposal**	**16.56**	**Per License**	**-**	**Per LA Contract**
60	**Field Services**	**101.83**	**Per Animal**	**139.83**	**Per LA Contract**
61	**Animal License Field Enforcement**	**72.20**	**Per Hour**	**96.88**	**Per LA Contract**
62	Liability Trust Fund	4.5%	Applied to Field Services & Animal License Field Enforcement hourly amounts only		
63					
64	Unaltered Dog	60.00			
65	Altered Dog	20.00			
66	Senior (60+) Altered Dog	7.50			
67	Military Veterans w/Disabilities Altered Dog	7.50			
68	Unaltered Cat	10.00			
69	Altered Cat	5.00			
70	Field Enforcement	40.00			
71	Penalty Fee	Varies	Assessed same as the License Fee Collected by		
72	Private Vet	Actual Cost	Actual Cost		

	Description of Fee	Current Amount	Notes	Suggested New Fee	Change in Fee
Public Works - Engineering					
1	Transportation Permit	16.00	Single		
2	Transportation Permit	90.00	Annual		
3	Administrative Fee	35%	For review & oversight of projects and contracts	28%	
4	Blueprint Reproduction	Actual Cost	Outsourced; Actual cost, plus Admin Fee		
	Subdivisions				
5	Easements, Deeds	Actual Cost	$6,500 Deposit (w/ Admin Fee) Charge: Actual Cost, plus 28% Admin (Current contract rate: $250/Hour)		
6	Subdivisions, Parcel Map, Tract Map, Lot Line Adjustments	Actual Cost	$9,000 Deposit (w/ Admin Fee) Charge: Actual Cost, plus 28% Admin (Current contract rate: $250/Hour)		
7	Subdivision Bonds		Faithful Performance Bond: 100% of Engineer's Cost Estimate Labor & Material Bond: 100% of Engineer's Cost Estimate Monumentation Bond: Provided by City at time of subdivision		New
	Technical Studies				
8	Sewer Study	2,000.00		2,070.00	
9	Hydrology Study(5 acres and Under)	Varies	$6,500 Initial Deposit (w/ Admin Fee) Charge: 1 of 2 Rates: City Staff only - Charge FB Hourly Rate. Or Contracted - Charge actual cost, plus 28% Admin Fee		
10	Hydrology Study(5 acres and Over)	Varies	$13,000 Initial Deposit (w/ Admin Fee) Charge: 1 of 2 Rates: City Staff only - Charge FB Hourly Rate. Or Contracted - Charge actual cost, plus 28% Admin Fee		
	Development Off-Site Improvements				
11	Plan check	Actual Cost	Deposit: 10% of Engineer's Cost Estimate for Project; Contracted - Charge Actual Cost, plus 28% Admin Fee and/or City Staff - Charge FB Hourly Rate		
12	Construction Management & inspection	Actual Cost	Deposit: 12% of Engineer's Cost Estimate for Project; Contracted - Charge Actual Cost, plus 28% Admin Fee and/or City Staff - Charge FB Hourly Rate		
13	Surety Bonds		Faithful Performance Bond: 100% of Engineer's Cost Estimate Labor & Material Bond: 100% of Engineer's Cost Estimate		New
	Public Right-of-Way Permit				
14	Encroachment Permit Fee	400.00			
15	Inspections - City Inspector (Normal Business Hours)	100.00	Per Hour (Minimum 2 Hours/Day) Initial Deposit: 8 Hours/Work Day		
16	Inspections - Contracted Inspector (Normal Business Hours)	Actual Cost	Initial Deposit: 8 Hours/Work Day Actual Cost, plus 28% Admin Fee (Minimum 4 Hours/Day)		
17	Inspections - Contracted Inspector (Weekend, Holiday, Night Work)	Actual Cost	Initial Deposit: 8 Hours/Work Day Actual Cost, plus 28% Admin Fee (Minimum 8 Hours/Day) (Overtime: 1.5 or 2 times hourly rate)		
18	Encroachment Fine *- Repeat offenders may be barred from performing in the City, per the City Engineer's discretion.*	1,500.00	Penalty	1,500.00	New
19	Sewer Lateral Connection – 4"		Per Connection to City Sewer	565.00	New
20	Sewer Lateral Connection – 6"		Per Connection to City Sewer	700.00	New

	Description of Fee	Current Amount	Notes	Suggested New Fee	Change In Fee
21	Storm Drain Connection – 12" or less		Per Connection to City Storm Drain	760.00	New
22	Storm Drain Connection – over 12"		Per Connection to City Storm Drain	1,090.00	New
	SoCal Gas / SCE Utilities Permit				
23	Permit and Plan Review fee			250.00	New
24	Inspections - City Inspector		Per Hour Hourly rate for Inspections for traffic control, job site, safety, clean up, repair and restoration	100.00	New
25	Inspections - Contracted Inspector		Per Hour Hourly rate for City approved work schedule for inspections for traffic control, job site, safety, clean up, repair and restoration	135.00	New
	Public Works - Engineering, BUILDING FEES:				
1	**BUILDING CODE FEE SCHEDULE**				
2	Permit Issuance Fee	62.20	(to be paid in addition to the fees set forth)	66.40	4.20
3	For a site inspection not otherwise covered herein by a fee and wh	947.00		1,012.80	65.80
4	For inspection of any use, occupancy or change in use or occupanc	491.60		525.00	33.40
5	**OTHER/MISCELLANEOUS BUILDING FEES**				
6	Debris Recycling and Reuse Program/Residential	250.00	Deposit; will be fined only if proof of recycling is not provided (Per City Ordinance)		
7	Debris Recycling and Reuse Program/Commercial - Industri	3% of valuation of permit	Deposit; will be fined only if proof of recycling is not provided (Per City Ordinance)		
8	Debris Recycling and Reuse Program/Grading	3% of valuation of permit	Deposit; will be fined only if proof of recycling is not provided (Per City Ordinance)		
9	Permit/Plan Check Cancellation Fee	0.20	Per Section 107.12 of the County of Los Angeles Building Code		
10	General Plan Update Fee	2% of Bldg Permit Fee	2% of Building Permit Fee		
11	**Occupancy groups other than R (Residential) or U (Garage) Affected floor area:**				
12	Up to 5,000 square feet.	1,211.40		1,295.60	84.20
13	5,001 to 10,000 square feet.	1,457.80		1,559.20	101.40
14	10,001 to 100,000 square feet	2,423.80		2,592.40	168.60
15	above 100,000 square feet	3,673.60		3,929.00	255.40
16	For inspection of the demolition of a building or structure	367.40	(including sewage system termination)	393.00	25.60
17	For inspection or reinspection of Group A, Division 4 structures	491.60	Per Inspection	525.80	34.20
18	For inspection of structures or devices regulated by Chapter 66, the first inspection of the first structure or device	367.40		393.00	25.60
19	Each additional structure or device	59.00		63.00	4.00
20	For application and investigation fee for relocation building permits as required by Chapter 34: Floor Area: up to 2,500 square feet.	978.80		1,046.80	68.00
21	For application and investigation fee for relocation building permits as required by Chapter 34: Floor Area: 2,501 square feet and above	1,958.00		2,094.00	136.00
22	For investigation and/or permit for trailer coaches required by Chapter 69.	364.00		389.00	25.00
23	For inspections outside of normal business hours	220.60	per hour	236.00	15.40
24	For inspections for which no fee is specifically indicated	220.60	per hour	235.80	15.20
25	For inspection of barriers for swimming pools, spas and hot tubs.	207.00		221.40	14.40
26	For search of office records and a single copy of microfilmed permit.	6.60		7.20	0.60
27	For each hour expended responding to public records requests which do not reasonably describe identifiable records.	77.20	per hour	82.60	5.40
28	For Approval in Concept review pursuant to the 1976 Coastal Act	292.60	Per Section 30,000 et seq. Public Resources Code	313.20	20.60
29	**Building Permit and Plan Check Fees:**				
30	**See Attached Tables**				
31	**For Geotechnical site review and processing geological or engineering reports submitted pursuant to Sections 110, 111, 113, 1804 and**				
32	**Geotechnical review of building plans and geotechnical reports**				
33	Geotechnical site review (to determine if geotechnical reports are r	927.20		991.60	64.40
34	**Geotechnical report, site, and plan review (review of initial and two addenda reports) The fee shall be 0.42% of the valuation of the pr**				
35	However, the minimum fee shall be.	2,287.80		2,446.80	159.00
36	and the maximum fee shall be.	14,749.20		15,774.08	1,024.88
37	Review of Geotechnical addenda beyond third review (per hour).	379.80		406.20	26.40
38	**Geotechnical site inspections and geotechnical report review PRIOR to building permit application**				
39	Geotechnical site review (to determine if geotechnical reports are	927.20		991.60	64.40
40	Geotechnical report and plan review prior to building permit applic	1,836.80		1,964.40	127.60
41	**Geotechnical review of grading plans:**				
42	1 - 1,000 cubic yards.	1,514.20		1,619.40	105.20
43	1,001 - 10,000 cubic yards	2,024.20		2,164.80	140.60
44	10,001 - 100,000 cubic yards	2,713.00		2,950.60	237.60
45	100,001 - 500,000 cubic yards	3,626.80		3,879.20	252.40
46	500,001 cubic yards and above	3,626.80	plus $ 226.60 / 100,000 cubic yards of additional gra	3,879.20	252.40
47	**Geotechnical report and grading plan review (review of initial and two addenda reports):**				
48	1 - 1,000 cubic yards.	3,173.40		3,394.00	220.60
49	1,001 - 10,000 cubic yards	4,758.60		5,089.60	331.00

	Description of Fee	Current Amount	Notes	Suggested New Fee	Change in Fee
50	10,001 - 100,000 cubic yards	5,777.00		6,178.00	401.00
51	100,001 - 500,000 cubic yards	7,929.20	500,001 cubic yards and above, the fee shall be $ 7,9	8,480.60	551.40
52	500,001 cubic yards and above	7,929.20	plus $ 340.40 / 100,000 cubic yards of additional gra	8,480.60	551.40
53	Review of Geotechnical addenda beyond third review(per hour).	379.80		406.20	26.40
54	For processing Coastal Engineering Reports.	871.20		931.80	60.60
55	For determining occupant load for purposes of parking requireme	246.20		263.20	17.00
56	Reproduction of microfilmed plans.	69.80	plus $6 for each sheet to be reproduced	74.60	4.80
57	Assignment of house numbers.	121.40		129.80	8.40
58	For additional review required by complexity of plans or changes,	246.20		263.20	17.00
59	For services required beyond the first and second check of plans o	246.20		263.20	17.00
60	For the issuance of a Certificate of Occupancy	867.00		243.20	(623.80)
61	For the issuance of a Temporary Certificate of Occupancy	341.60		365.20	23.60
62	For each extension of a Temporary Certificate of Occupancy	227.40		243.20	15.80
63	For processing of 45-day notice pursuant to Section 103.4	993.00		1,062.00	69.00
64	For processing and recording a Notice of Violation pursuant to Sec	789.00		844.00	55.00
65	For processing and recording a Rescission of Notice of Violation pu	678.80		726.00	47.20
66	**For investigation of alternate materials and methods of construction**				
67	For the initial filing fee	492.40		526.40	34.00
68	For each hour or fraction thereof, in excess of two	246.20		263.20	17.00
69	Preliminary plan review for conceptual approval, code application,	492.40		526.40	34.00
70	Additional fee beyond minimum, per hour or fraction thereof	246.20		263.20	17.00
71	Review of drawings and data which are sufficient to determine nat	184.00		196.80	12.80
72	Minimum Plan Check fee for plans to be "standardized"	338.40		362.00	23.60
73	Plan maintenance fee, 2% of building permit fee (Based on Valuation Building Permit Fee		Minimum $22.20 Maximum $947.00		
74	Investigation fee for work done without a required permit shall be	757.00		809.60	52.60
75	Exception: One or two family dwellings, when work is performed b	378.40		404.80	26.40
76	**Noncompliance fee, when person fails to comply with written order:**				
77	Group R-3 occupancy.	227.40		243.20	15.80
78	All other occupancies.	455.20		486.60	31.40
79	Request for hearing before Building Board of Appeals	966.60	a) Regarding the unsafe condition of building or struc	1,033.60	67.00
80	**ELECTRICAL CODE FEE SCHEDULE**				
81	**PERMITS**				
82	For issuing permits, each.	62.20		66.40	4.20
83	**SYSTEM FEE SCHEDULE (Note: The following do not include permit issuing fee.)New Residential Buildings, The following fees shall include all wiring and electrical equipment in or o**				
84	For new multifamily residential buildings (apartments and condom	0.20	per sq ft	0.20	-
85	**For garages, carports, and other accessory buildings used in conjunction with multifamily residential buildings use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE**				
86	For new single and two-family residential buildings not including g	0.30	per sq ft	0.40	0.10
87	**For garages, carports and other minor accessory buildings constructed at the same time as the single or two-family residential buildings a fee will not be required. For other types**				
88	**Private Swimming Pools**				
89	For new private, residential, inground swimming pools for single, c	182.20	each	195.00	12.80
90	For other types of swimming pools, therapeutic whirlpools, spas, h	122.60	each	131.20	8.60
91	**Carnivals and Circuses**				
92	**Carnivals, circuses or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions.**				
93	For electric generators and electrically driven rides, each.	87.40		93.60	6.20
94	For mechanically driven rides and walk-through attractions or disp	36.60		39.20	2.60
95	For a system of area and booth lighting, each.	36.60		39.20	2.60
96	**For permanently installed rides, booths, displays, and attractions, use UNIT FEE SCHEDULE.**				
97	**Temporary Power Service**				
98	For a temporary service power pole or pedestal, including all pole	98.00		104.80	6.80
99	For a temporary distribution system and temporary lighting and re	48.00		51.40	3.40
100	**BRANCH CIRCUIT AND UNIT FEE SCHEDULES**	(Note:1. The following do not include permit issuing fees;2. Where app			
101	**Branch Circuit Fees (Alternate to Unit Fees)**				
102	**Branch circuit fees apply to new branch circuit wiring and the lighting fixtures, switches and receptacles which are supplied by these b**				
103	**For 15 or 20 ampere 120 volt lighting or general use receptacles:**				
104	First 10 branch circuits, each	39.00		41.60	2.60
105	Each additional branch circuit from 11 to 40 inclusive	32.40		34.60	2.20
106	Each additional branch circuit over 40.	29.00		31.00	2.00
107	For 15 or 20 ampere 208 volt to 277 volt lighting, each.	61.40		65.60	4.20
108	**Exception: An individual multiwire branch circuit supplying one appliance may be counted as one circuit.**				
109	**Unit Fees (Alternate to Branch Circuit Fees)**				
110	**Receptacle, Switch, Lighting, or other**				
111	**For receptacle, switch, lighting, or other outlets at which current is used or controlled except services, feeders and meters:**				
112	First 20, each	4.80		5.20	0.40
113	Additional outlets, each	3.40		3.40	-
114	**Note: For multi-outlet assemblies, each five feet or fraction thereof may be considered as one outlet.**				
115	**Lighting Fixtures**				
116	**For lighting fixtures, sockets, or other lamp holding devices:**				
117	First 20, each	4.80		5.20	0.40
118	Additional fixtures, each	3.40		3.40	-
119	For pole or platform mounted lighting fixtures, each	5.60		6.00	0.40
120	For theatrical-type lighting fixtures or assemblies, each	5.60		6.00	0.40
121	**Residential Appliances of Three Horsepower or Less:**				
122	For fixed residential appliances or receptacle outlets for same, incl	24.00		25.60	1.60
123	**Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.**				
124	**Other Appliances of Three Horsepower or Less:**				

	Description of Fee	Current Amount	Notes	Suggested New Fee	Change in Fee
125	For any appliance installed in a non-residential occupancy and not	34.80		37.20	2.40
126	(Note: 1. As used in the above sentence, "non-residential occupancy" includes but is not limited to hotels and motels. 2. For other types of air conditioners and other motor driven a				
127	**Power Apparatus:**				
128	For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other a				
129	**Rating in horsepower (HP), kilowatts (KW), kilovolt amperes (KVA), or kilovolt-amperes-reactive (KVAR).**				
130	Rating over 3 and not over 10, each	45.00		48.00	3.00
131	Rating over 10 and not over 50, each	103.60		110.80	7.20
132	Rating over 50 and not over 100, each	193.80		207.20	13.40
133	Rating over 100, each	320.20		342.40	22.20
134	(Note: 1. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. 2. These fees include all switches, circuit				
135	**Busways**				
136	For cable trays, trolley and plug-in type busways, each 100 feet or	58.80		63.00	4.20
137	Note: An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in type busways. No fee is required for portable to				
138	**Signs, Outline Lighting, and Marquees:**				
139	For signs, outline lighting systems, or marquees supplied from one	87.40		93.60	6.20
140	For additional branch circuits within the same sign, outline lighting	29.00		31.00	2.00
141	**Services, Switchboards, Switchboard Sections, Motor Control Centers and Panelboards:**				
142	For services, switchboards, switchboard sections, motor control ce	87.40		93.60	6.20
143	For services, switchboards, switchboard sections, motor control ce	171.40		183.40	12.00
144	For services, switchboards, switchboard sections, motor control ce	365.00		390.40	25.40
145	**Miscellaneous Apparatus, Conduits and Conductors:**				
146	For electrical apparatus, conduits and conductors for which a perr	147.00	(Note: This fee is not applicable when a fee is paid fo	157.20	10.20
147	**Other inspections:**				
148	For each extra inspection resulting from defective workmanship o	74.40		79.60	5.20
149	**For inspection of electrical equipment for which no fee is herein set forth and for emergency inspections for the time consumed:**				
150	For the first 1/2 hour, or fraction thereof	123.40		132.00	8.60
151	or, for each hour, or fraction thereof	246.20		263.20	17.00
152	For any single hazardous location area, as defined by the provision	491.80		526.00	34.20
153	For investigation and review of test reports from local testing labo	568.40		607.80	39.40
154	For eleven (11) to twenty (20) items	1,135.80		1,214.80	79.00
155	For twenty-one (21) to fifty (50) items	1,704.00		1,822.40	118.40
156	For more than fifty (50) items	1,893.60		2,025.40	131.80
157	For high voltage switchgears, transformers or substations, each.	1,135.80		1,214.80	79.00
158	**For investigation of alternate materials and methods of construction**				
159	For the initial filing fee.	492.40		526.40	34.00
160	For each hour or fraction thereof, in excess of two	246.20		263.20	17.00
161	Investigation fee for work done without a required permit shall be	757.00		809.60	52.60
162	Exception: One or two family dwellings, when work is performed b	378.40		404.80	26.40
163	**Noncompliance Fee:**				
164	For one and two family dwelling occupancies	227.40		243.20	15.80
165	For other occupancies	455.20		486.60	31.40
166	**Plan Checking Fee:**				
167	The fee shall be equal to seventy percent (70%) of the required ele	246.20	The fee for each tenant improvement plan check (ins	263.20	17.00
168	For additional review required by complexity of plans, or revisions	246.20		263.20	17.00
169	**PLUMBING CODE FEE SCHEDULE**				
170	**Table No. I**				
171	For issuing each permit	62.20		66.40	4.20
172	For each plumbing fixture or trap or set of fixtures on one trap (inc	36.60		39.20	2.60
173	For each permanent-type dishwasher whether individually trapped	36.60		39.20	2.60
174	For future stacks or branches, each waste inlet	20.00		21.40	1.40
175	For each roof drain	36.60		39.20	2.60
176	For each drainage or sewer backwater valve	105.40		112.60	7.20
177	For each industrial waste pretreatment interceptor, including its tr	36.60		39.20	2.60
178	For each swimming pool drainage trap and receptor, whether con	36.60		39.20	2.60
179	**For each gas piping system on any one meter or alteration, extension or retest of existing gas piping system:**				
180	**Low pressure system:**				
181	5 outlets or less	36.60		39.20	2.60
182	For each additional outlet over five	9.40		10.00	0.60
183	**Medium or high pressure system:**				
184	Each system	151.00		161.40	10.40
185	Additional fee for each outlet	9.40		10.00	0.60
186	For each gas meter not under control and maintenance of the serv	36.60		39.20	2.60
187	**For each gas pressure regulator other than appliance regulators**				
188	For each water heater and/or vent	36.60		39.20	2.60
189	For repair or alteration of drainage and/or vent piping, each fixture	36.60		39.20	2.60
190	For each piece of water-treating equipment	36.60		39.20	2.60
191	For each water pressure regulator	36.60		39.20	2.60
192	**For potable water not covered elsewhere in fee schedule:**				
193	1-1/2 inch and smaller.	36.60		39.20	2.60
194	2 inches to 3 inches	114.00		121.80	7.80
195	Over 3 inches	246.20		263.20	17.00
196	For replacing water piping in a building, (1) each fixture, each wate	15.20		16.20	1.00
197	For sprinkling systems on any one meter, each backflow prevention	36.60		39.20	2.60
198	For each backflow-prevention device on unprotected water suppli	36.60		39.20	2.60
199	For each trap primer.	36.60		39.20	2.60
200	For each solar potable water-heating system, including water heat	122.60		131.20	8.60
201	Investigation fee for work done without a required permit shall be	757.00		809.60	52.60
202	Exception: One or two family dwellings, when work is performed b	378.40		404.80	26.40
203	**Noncompliance fee:**				
204	R-3 occupancies	227.40		243.20	15.80

	Description of Fee	Current Amount	Notes	Suggested New Fee	Change In Fee
205	Other occupancies	455.20		486.60	31.40
206	**For investigation of alternate materials and methods of construction:**				
207	For the initial filing fee	492.40		526.40	34.00
208	For each hour or fraction thereof, in excess of two	246.20		263.20	17.00
209	**Table No. II**				
210	For issuing each permit	31.10		33.20	2.10
211	**In addition:**				
212	For the connection of a house sewer to a public sewer, or for the e	105.40		112.60	7.20
213	For each house sewer manhole	105.40		112.60	7.20
214	For each installation of a section of house sewer for future use	68.00		72.80	4.80
215	For the connection of each additional building or additional work t	68.00		72.80	4.80
216	For the connection of a house sewer to a private sewage disposal	68.00		72.80	4.80
217	For each private sewage disposal system (septic tank and seepage	216.40		231.40	15.00
218	For each grey water system (storage tanks and disposal/irrigation	216.40		231.40	15.00
219	For each cesspool, overflow seepage pit, percolation test pit, swim	105.40		112.60	7.20
220	For disconnection, abandonment, alteration or repair of any hous	68.00		72.80	4.80
221	**Plan Check Fee**				
222	Plan Check Fee 40% of Plumbing Permit Fee		Paid to Chief Plumbing Inspector		
223	**If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows:**				
224	Combination waste and vent system	378.20		404.80	26.60
225	Gas system containing an earthquake actuated shut-off valve	132.20		141.40	9.20
226	Chemical waste system.	75.40		80.60	5.20
227	Rainwater system	246.20		263.20	17.00
228	The minimum plan checking fee (including all surcharges) shall be	246.20		263.20	17.00
229	For plan checking individual systems not required to be reviewed under subsection (a) above:				-
230	Combination waste and vent systems.	568.40		607.80	39.40
231	Gas system containing an earthquake actuated shut-off valve.	186.80		202.20	15.40
232	Chemical waste system.	114.00		121.80	7.80
233	Rainwater system	378.40		404.80	26.40
234	Grey water system	216.40		231.40	15.00
235	For additional review required by complexity of plans, or revisions	246.20		263.20	17.00
236	**MECHANICAL CODE FEE SCHEDULE**				
237	**Permit Fees**				
238	For the issuance of each permit	62.20		66.40	4.20
239	**For the installation, alteration or relocation of each refrigeration compressor or absorption unit, and for each fuel burning furnace, heater, boiler and vented decorative appliance i**				
240	Up to and including 100,000 BTU	61.00		65.20	4.20
241	More than 100,000 BTU and up to and including 500,000 BTU	117.60		125.80	8.20
242	More than 500,000 BTU	294.20		314.80	20.60
243	For each air inlet and air outlet served by any air-conditioning syst	9.60		10.20	0.60
244	Or when the number of air inlets and outlets are unknown, for eac	83.60		89.40	5.80
245	**NOTE: An air-conditioned system includes heating and/or cooling.**				
246	For the installation, relocation or replacement of each appliance v	29.00		31.00	2.00
247	**For the installation or alteration of each air handling unit for air conditioning including ducts attached thereto:**				
248	**Up to and including 2,000 CFM**				
249	Each unit up to 10	29.00		31.00	2.00
250	Each unit over 10.	9.00		9.60	0.60
251	More than 2,000 CFM and up to and including 10,000 CFM, each.	87.40		93.60	6.20
252	More than 10,000 CFM, each.	147.20		157.40	10.20
253	**NOTE: This fee shall not apply to an air handling unit which is a portion of a factory assembled air-conditioning appliance for which a p**				
254	For each evaporative cooler other than portable type	49.20		52.80	3.60
255	**For ventilation fans which serve a single register:**				
256	Each fan up to 10	36.00		38.60	2.60
257	Each fan over 10	12.60		13.40	0.80
258	For each ventilation system which is not a portion of any air-condi	76.20		81.40	5.20
259	For the installation of each commercial kitchen hood, spray booth	147.20		157.40	10.20
260	For the installation of each fire damper.	23.80		25.40	1.60
261	For the alteration of an existing duct system for which a permit is	61.00		65.20	4.20
262	Investigation fee for work done without a required permit shall be	757.00		809.60	52.60
263	Exception: One or two family dwellings, when work is performed b	378.40		404.80	26.40
264	**Noncompliance fee:**				
265	R-3 occupancies.	227.40		243.20	15.80
266	Other occupancies.	455.20		486.60	31.40
267	For investigation of alternate materials and methods of constructi	492.40		526.40	34.00
268	For each hour or fraction thereof, in excess of two	246.20	NOTE: (1) For a refrigeration system rating; one horse	263.20	17.00
269	Plan Check Fee 50% of the required mechanical permit fee				
270	Plan Check Fee: Identical appliances of 100,000 BTU or less, instal	50% of permit fee			
271	Plan Check Fee: For each appliance over 10 Additional 5% of its permit fee				
272	**If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows:**				
273	A commercial type I or II hood	378.40		404.80	26.40
274	Garage ventilation systems	378.40		404.80	26.40
275	Stairs pressurization systems	378.40		404.80	26.40
276	Product conveying systems	378.40		404.80	26.40
277	The minimum plan checking fee (including all surcharges) shall be	246.20		263.20	17.00
278	**Installations of the following individual systems:**				
279	A commercial type I or II hood	568.40		607.80	39.40
280	Garage ventilation systems	568.40		607.80	39.40
281	Stairs pressurization systems	568.40		607.80	39.40
282	Product conveying systems	568.40		607.80	39.40
283	Tenant improvement installations requiring review to verify compliance	61.00	per 1,000 sq ft of conditioned space; Minimum fee of	132.00	71.00
284	For additional review required by complexity of plans, or revisions of ap	246.20	per hour	263.20	17.00
285	**Occupancy Fee Schedule**				
286	Permit Issuance Fee	62.20			
287	**Plus(+) Amount of Affected Floor Area:**				
288	Up to 5,000 square feet	605.70			
289	5,001 to 10,000 square feet	728.90			

Description of Fee		Current Amount	Notes	Suggested New Fee	Change In Fee
290	10,001 to 100,000 square feet	1,211.90			
291	above 100,000 square feet	1,836.80			

Public Works - Engineering, BUILDING PERMIT & PLAN CHECKING FEES

Current Rates Per Contract with Los Angeles County *(Table is for reference only - for actual fees, please input valuation informaiton into DAPTS)*

Note:

1. A permit issuance fee of $ 60.00 shall be added to all building permit fees.
2. A combined building permit for one-family or two-family dwelling and attached garage(s) shall be 1.6 times the building permit fee. Sections 106.5.6 & 107.1
3. Minimum plan check fee for Standard Plan is $ 326.00.

Valuation Not Over	Including Energy & Disabled Access Check			Including Energy Check Only			Including Disabled Access Check Only			Without Energy & Disabled Access Check		
	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
100	196.80	121.02	121.02	196.80	115.78	115.78	196.80	110.54	110.54	196.80	105.30	105.30
200	196.80	121.02	121.02	196.80	115.78	115.78	196.80	110.54	110.54	196.80	105.30	105.30
300	196.80	121.02	121.02	196.80	115.78	115.78	196.80	110.54	110.54	196.80	105.30	105.30
400	196.80	121.02	121.02	196.80	115.78	115.78	196.80	110.54	110.54	196.80	105.30	105.30
500	196.80	121.02	121.02	196.80	115.78	115.78	196.80	110.54	110.54	196.80	105.30	105.30
600	196.80	121.02	121.02	196.80	115.78	115.78	196.80	110.54	110.54	196.80	105.30	105.30
700	196.80	121.02	121.02	196.80	115.78	115.78	196.80	110.54	110.54	196.80	105.30	105.30
800	196.80	181.51	181.51	196.80	173.64	173.64	196.80	165.77	165.77	196.80	157.90	157.90
900	196.80	181.51	181.51	196.80	173.64	173.64	196.80	165.77	165.77	196.80	157.90	157.90
1,000	196.80	181.51	181.51	196.80	173.64	173.64	196.80	165.77	165.77	196.80	157.90	157.90
2,000	196.80	228.20	229.32	196.80	218.30	219.42	196.80	208.40	209.52	196.80	198.50	199.62
3,000	233.23	274.89	275.23	223.09	262.96	263.30	212.95	251.03	251.37	202.81	239.10	239.44
4,000	272.92	322.62	322.20	261.05	308.66	308.24	249.19	294.70	294.28	237.32	280.74	280.32
5,000	312.60	368.42	369.17	299.01	352.43	353.18	285.42	336.44	337.19	271.83	320.45	321.20
6,000	352.29	415.24	416.14	336.97	397.22	398.12	321.66	379.20	380.10	306.34	361.18	362.08
7,000	391.98	462.06	463.11	374.94	442.01	443.06	357.89	421.96	423.01	340.85	401.91	402.96
8,000	431.66	508.88	510.08	412.90	486.80	488.00	394.13	464.72	465.92	375.36	442.64	443.84
9,000	471.35	555.70	557.05	450.86	531.59	532.94	430.36	507.48	508.83	409.87	483.37	484.72
10,000	511.04	602.52	604.02	488.82	576.38	577.88	466.60	550.24	551.74	444.38	524.10	525.60
11,000	550.72	649.34	650.99	526.78	621.17	622.82	502.83	593.00	594.65	478.89	564.83	566.48
12,000	590.41	696.16	697.96	564.74	665.96	667.76	539.07	635.76	637.56	513.40	605.56	607.36
13,000	630.10	742.98	744.93	602.70	710.75	712.70	575.31	678.52	680.47	547.91	646.29	648.24
14,000	669.78	789.80	791.90	640.66	755.54	757.64	611.54	721.28	723.38	582.42	687.02	689.12
15,000	709.47	836.62	838.87	678.62	800.33	802.58	647.78	764.04	766.29	616.93	727.75	730.00
16,000	749.16	883.44	885.84	716.58	845.12	847.52	684.01	806.80	809.20	651.44	768.48	770.88
17,000	788.84	930.26	932.81	754.55	889.91	892.46	720.25	849.56	852.11	685.95	809.21	811.76
18,000	828.53	977.08	979.78	792.51	934.70	937.40	756.48	892.32	895.02	720.46	849.94	852.64
19,000	868.22	1,023.90	1,026.75	830.47	979.49	982.34	792.72	935.08	937.93	754.97	890.67	893.52
20,000	907.90	1,070.72	1,073.72	868.43	1,024.28	1,027.28	828.95	977.84	980.84	789.48	931.40	934.40
21,000	947.59	1,117.54	1,120.69	906.39	1,069.07	1,072.22	865.19	1,020.60	1,023.75	823.99	972.13	975.28
22,000	987.28	1,164.36	1,167.66	944.35	1,113.86	1,117.16	901.43	1,063.36	1,066.66	858.50	1,012.86	1,016.16
23,000	1,026.96	1,211.18	1,214.63	982.31	1,158.65	1,162.10	937.66	1,106.12	1,109.57	893.01	1,053.59	1,057.04
24,000	1,066.65	1,258.00	1,261.60	1,020.27	1,203.44	1,207.04	973.90	1,148.88	1,152.48	927.52	1,094.32	1,097.92
25,000	1,106.33	1,304.82	1,308.57	1,058.23	1,248.23	1,251.98	1,010.13	1,191.64	1,195.39	962.03	1,135.05	1,138.80
26,000	1,138.01	1,342.21	1,346.11	1,088.53	1,284.00	1,287.90	1,039.05	1,225.79	1,229.69	989.57	1,167.58	1,171.48
27,000	1,168.50	1,378.22	1,382.27	1,117.70	1,318.45	1,322.50	1,066.89	1,258.68	1,262.73	1,016.09	1,198.91	1,202.96
28,000	1,199.00	1,414.23	1,418.43	1,146.87	1,352.90	1,357.10	1,094.74	1,291.57	1,295.77	1,042.61	1,230.24	1,234.44
29,000	1,229.50	1,450.24	1,454.59	1,176.04	1,387.35	1,391.70	1,122.59	1,324.46	1,328.81	1,069.13	1,261.57	1,265.92
30,000	1,260.00	1,486.25	1,490.75	1,205.22	1,421.80	1,426.30	1,150.43	1,357.35	1,361.85	1,095.65	1,292.90	1,297.40
31,000	1,290.50	1,522.26	1,526.91	1,234.39	1,456.25	1,460.90	1,178.28	1,390.24	1,394.89	1,122.17	1,324.23	1,328.88
32,000	1,320.99	1,558.27	1,563.07	1,263.56	1,490.70	1,495.50	1,206.12	1,423.13	1,427.93	1,148.69	1,355.56	1,360.36
33,000	1,351.49	1,594.28	1,599.23	1,292.73	1,525.15	1,530.10	1,233.97	1,456.02	1,460.97	1,175.21	1,386.89	1,391.84
34,000	1,381.99	1,630.29	1,635.39	1,321.90	1,559.60	1,564.70	1,261.82	1,488.91	1,494.01	1,201.73	1,418.22	1,423.32
35,000	1,412.49	1,666.30	1,671.55	1,351.08	1,594.05	1,599.30	1,289.66	1,521.80	1,527.05	1,228.25	1,449.55	1,454.80
36,000	1,442.99	1,702.31	1,707.71	1,380.25	1,628.50	1,633.90	1,317.51	1,554.69	1,560.09	1,254.77	1,480.88	1,486.28
37,000	1,473.48	1,738.32	1,743.87	1,409.42	1,662.95	1,668.50	1,345.35	1,587.58	1,593.13	1,281.29	1,512.21	1,517.76
38,000	1,503.98	1,774.33	1,780.03	1,438.59	1,697.40	1,703.10	1,373.20	1,620.47	1,626.17	1,307.81	1,543.54	1,549.24
39,000	1,534.48	1,810.34	1,816.19	1,467.76	1,731.85	1,737.70	1,401.05	1,653.36	1,659.21	1,334.33	1,574.87	1,580.72
40,000	1,564.98	1,846.35	1,852.35	1,496.94	1,766.30	1,772.30	1,428.89	1,686.25	1,692.25	1,360.85	1,606.20	1,612.20
41,000	1,595.48	1,882.36	1,888.51	1,526.11	1,800.75	1,806.90	1,456.74	1,719.14	1,725.29	1,387.37	1,637.53	1,643.68
42,000	1,625.97	1,918.37	1,924.67	1,555.28	1,835.20	1,841.50	1,484.58	1,752.03	1,758.33	1,413.89	1,668.86	1,675.16
43,000	1,656.47	1,954.38	1,960.83	1,584.45	1,869.65	1,876.10	1,512.43	1,784.92	1,791.37	1,440.41	1,700.19	1,706.64
44,000	1,686.97	1,990.39	1,996.99	1,613.62	1,904.10	1,910.70	1,540.28	1,817.81	1,824.41	1,466.93	1,731.52	1,738.12
45,000	1,717.47	2,026.40	2,033.15	1,642.80	1,938.55	1,945.30	1,568.12	1,850.70	1,857.45	1,493.45	1,762.85	1,769.60
46,000	1,747.97	2,062.41	2,069.31	1,671.97	1,973.00	1,979.90	1,595.97	1,883.59	1,890.49	1,519.97	1,794.18	1,801.08
47,000	1,778.46	2,098.42	2,105.47	1,701.14	2,007.45	2,014.50	1,623.81	1,916.48	1,923.53	1,546.49	1,825.51	1,832.56
48,000	1,808.96	2,134.43	2,141.63	1,730.31	2,041.90	2,049.10	1,651.66	1,949.37	1,956.57	1,573.01	1,856.84	1,864.04
49,000	1,839.46	2,170.44	2,177.79	1,759.48	2,076.35	2,083.70	1,679.51	1,982.26	1,989.61	1,599.53	1,888.17	1,895.52
50,000	1,869.96	2,206.45	2,213.95	1,788.66	2,110.80	2,118.30	1,707.35	2,015.15	2,022.65	1,626.05	1,919.50	1,927.00
51,000	1,904.17	2,246.83	2,254.48	1,821.38	2,149.43	2,157.08	1,738.59	2,052.03	2,059.68	1,655.80	1,954.63	1,962.28
52,000	1,927.24	2,274.10	2,281.90	1,843.45	2,175.52	2,183.32	1,759.65	2,076.94	2,084.74	1,675.86	1,978.36	1,986.16
53,000	1,950.31	2,301.37	2,309.32	1,865.51	2,201.61	2,209.56	1,780.72	2,101.85	2,109.80	1,695.92	2,002.09	2,010.04
54,000	1,973.38	2,328.64	2,336.74	1,887.58	2,227.70	2,235.80	1,801.78	2,126.76	2,134.86	1,715.98	2,025.82	2,033.92
55,000	1,996.45	2,355.91	2,364.16	1,909.64	2,253.79	2,262.04	1,822.84	2,151.67	2,159.92	1,736.04	2,049.55	2,057.80
56,000	2,019.52	2,383.18	2,391.58	1,931.71	2,279.88	2,288.28	1,843.91	2,176.58	2,184.98	1,756.10	2,073.28	2,081.68
57,000	2,042.58	2,410.45	2,419.00	1,953.78	2,305.97	2,314.52	1,864.97	2,201.49	2,210.04	1,776.16	2,097.01	2,105.56
58,000	2,065.65	2,437.72	2,446.42	1,975.84	2,332.06	2,340.76	1,886.03	2,226.40	2,235.10	1,796.22	2,120.74	2,129.44
59,000	2,088.72	2,464.99	2,473.84	1,997.91	2,358.15	2,367.00	1,907.09	2,251.31	2,260.16	1,816.28	2,144.47	2,153.32
60,000	2,111.79	2,492.26	2,501.26	2,019.97	2,384.24	2,393.24	1,928.16	2,276.22	2,285.22	1,836.34	2,168.20	2,177.20
61,000	2,134.86	2,519.53	2,528.68	2,042.04	2,410.33	2,419.48	1,949.22	2,301.13	2,310.28	1,856.40	2,191.93	2,201.08
62,000	2,157.93	2,546.80	2,556.10	2,064.11	2,436.42	2,445.72	1,970.28	2,326.04	2,335.34	1,876.46	2,215.66	2,224.96

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
63,000	2,181.00	2,574.07	2,583.52	2,086.17	2,462.51	2,471.96	1,991.35	2,350.95	2,360.40	1,896.52	2,239.39	2,248.84
64,000	2,204.07	2,601.34	2,610.94	2,108.24	2,488.60	2,498.20	2,012.41	2,375.86	2,385.46	1,916.58	2,263.12	2,272.72
65,000	2,227.14	2,628.61	2,638.36	2,130.30	2,514.69	2,524.44	2,033.47	2,400.77	2,410.52	1,936.64	2,286.85	2,296.60
66,000	2,250.21	2,655.88	2,665.78	2,152.37	2,540.78	2,550.68	2,054.54	2,425.68	2,435.58	1,956.70	2,310.58	2,320.48
67,000	2,273.27	2,683.15	2,693.20	2,174.44	2,566.87	2,576.92	2,075.60	2,450.59	2,460.64	1,976.76	2,334.31	2,344.36
68,000	2,296.34	2,710.42	2,720.62	2,196.50	2,592.96	2,603.16	2,096.66	2,475.50	2,485.70	1,996.82	2,358.04	2,368.24
69,000	2,319.41	2,737.69	2,748.04	2,218.57	2,619.05	2,629.40	2,117.72	2,500.41	2,510.76	2,016.88	2,381.77	2,392.12
70,000	2,342.48	2,764.96	2,775.46	2,240.63	2,645.14	2,655.64	2,138.79	2,525.32	2,535.82	2,036.94	2,405.50	2,416.00
71,000	2,365.55	2,792.23	2,802.88	2,262.70	2,671.23	2,681.88	2,159.85	2,550.23	2,560.88	2,057.00	2,429.23	2,439.88
72,000	2,388.62	2,819.50	2,830.30	2,284.77	2,697.32	2,708.12	2,180.91	2,575.14	2,585.94	2,077.06	2,452.96	2,463.76
73,000	2,411.69	2,846.77	2,857.72	2,306.83	2,723.41	2,734.36	2,201.98	2,600.05	2,611.00	2,097.12	2,476.69	2,487.64
74,000	2,434.76	2,874.04	2,885.14	2,328.90	2,749.50	2,760.60	2,223.04	2,624.96	2,636.06	2,117.18	2,500.42	2,511.52
75,000	2,457.83	2,901.31	2,912.56	2,350.96	2,775.59	2,786.84	2,244.10	2,649.87	2,661.12	2,137.24	2,524.15	2,535.40
76,000	2,480.90	2,928.58	2,939.98	2,373.03	2,801.68	2,813.08	2,265.17	2,674.78	2,686.18	2,157.30	2,547.88	2,559.28
77,000	2,503.96	2,955.85	2,967.40	2,395.10	2,827.77	2,839.32	2,286.23	2,699.69	2,711.24	2,177.36	2,571.61	2,583.16
78,000	2,527.03	2,983.12	2,994.82	2,417.16	2,853.86	2,865.56	2,307.29	2,724.60	2,736.30	2,197.42	2,595.34	2,607.04
79,000	2,550.10	3,010.39	3,022.24	2,439.23	2,879.95	2,891.80	2,328.35	2,749.51	2,761.36	2,217.48	2,619.07	2,630.92
80,000	2,573.17	3,037.66	3,049.66	2,461.29	2,906.04	2,918.04	2,349.42	2,774.42	2,786.42	2,237.54	2,642.80	2,654.80
81,000	2,596.24	3,064.93	3,077.08	2,483.36	2,932.13	2,944.28	2,370.48	2,799.33	2,811.48	2,257.60	2,666.53	2,678.68
82,000	2,619.31	3,092.20	3,104.50	2,505.43	2,958.22	2,970.52	2,391.54	2,824.24	2,836.54	2,277.66	2,690.26	2,702.56
83,000	2,642.38	3,119.47	3,131.92	2,527.49	2,984.31	2,996.76	2,412.61	2,849.15	2,861.60	2,297.72	2,713.99	2,726.44
84,000	2,665.45	3,146.74	3,159.34	2,549.56	3,010.40	3,023.00	2,433.67	2,874.06	2,886.66	2,317.78	2,737.72	2,750.32
85,000	2,688.52	3,174.01	3,186.76	2,571.62	3,036.49	3,049.24	2,454.73	2,898.97	2,911.72	2,337.84	2,761.45	2,774.20
86,000	2,711.59	3,201.28	3,214.18	2,593.69	3,062.58	3,075.48	2,475.80	2,923.88	2,936.78	2,357.90	2,785.18	2,798.08
87,000	2,734.65	3,228.55	3,241.60	2,615.76	3,088.67	3,101.72	2,496.86	2,948.79	2,961.84	2,377.96	2,808.91	2,821.96
88,000	2,757.72	3,255.82	3,269.02	2,637.82	3,114.76	3,127.96	2,517.92	2,973.70	2,986.90	2,398.02	2,832.64	2,845.84
89,000	2,780.79	3,283.09	3,296.44	2,659.89	3,140.85	3,154.20	2,538.98	2,998.61	3,011.96	2,418.08	2,856.37	2,869.72
90,000	2,803.86	3,310.36	3,323.86	2,681.95	3,166.94	3,180.44	2,560.05	3,023.52	3,037.02	2,438.14	2,880.10	2,893.60
91,000	2,826.93	3,337.63	3,351.28	2,704.02	3,193.03	3,206.68	2,581.11	3,048.43	3,062.08	2,458.20	2,903.83	2,917.48
92,000	2,850.00	3,364.90	3,378.70	2,726.09	3,219.12	3,232.92	2,602.17	3,073.34	3,087.14	2,478.26	2,927.56	2,941.36
93,000	2,873.07	3,392.17	3,406.12	2,748.15	3,245.21	3,259.16	2,623.24	3,098.25	3,112.20	2,498.32	2,951.29	2,965.24
94,000	2,896.14	3,419.44	3,433.54	2,770.22	3,271.30	3,285.40	2,644.30	3,123.16	3,137.26	2,518.38	2,975.02	2,989.12
95,000	2,919.21	3,446.71	3,460.96	2,792.28	3,297.39	3,311.64	2,665.36	3,148.07	3,162.32	2,538.44	2,998.75	3,013.00
96,000	2,942.28	3,473.98	3,488.38	2,814.35	3,323.48	3,337.88	2,686.43	3,172.98	3,187.38	2,558.50	3,022.48	3,036.88
97,000	2,965.34	3,501.25	3,515.80	2,836.42	3,349.57	3,364.12	2,707.49	3,197.89	3,212.44	2,578.56	3,046.21	3,060.76
98,000	2,988.41	3,528.52	3,543.22	2,858.48	3,375.66	3,390.36	2,728.55	3,222.80	3,237.50	2,598.62	3,069.94	3,084.64
99,000	3,011.48	3,555.79	3,570.64	2,880.55	3,401.75	3,416.60	2,749.61	3,247.71	3,262.56	2,618.68	3,093.67	3,108.52
100,000	3,034.55	3,583.06	3,598.06	2,902.61	3,427.84	3,442.84	2,770.68	3,272.62	3,287.62	2,638.74	3,117.40	3,132.40
101,000	3,044.33	3,594.69	3,609.84	2,911.96	3,438.97	3,454.12	2,779.60	3,283.25	3,298.40	2,647.24	3,127.53	3,142.68
102,000	3,059.97	3,613.22	3,628.52	2,926.92	3,456.70	3,472.00	2,793.88	3,300.18	3,315.48	2,660.84	3,143.66	3,158.96
103,000	3,075.61	3,631.75	3,647.20	2,941.88	3,474.43	3,489.88	2,808.16	3,317.11	3,332.56	2,674.44	3,159.79	3,175.24
104,000	3,091.25	3,650.28	3,665.88	2,956.84	3,492.16	3,507.76	2,822.44	3,334.04	3,349.64	2,688.04	3,175.92	3,191.52
105,000	3,106.89	3,668.81	3,684.56	2,971.80	3,509.89	3,525.64	2,836.72	3,350.97	3,366.72	2,701.64	3,192.05	3,207.80
106,000	3,122.53	3,687.34	3,703.24	2,986.76	3,527.62	3,543.52	2,851.00	3,367.90	3,383.80	2,715.24	3,208.18	3,224.08
107,000	3,138.17	3,705.87	3,721.92	3,001.72	3,545.35	3,561.40	2,865.28	3,384.83	3,400.88	2,728.84	3,224.31	3,240.36
108,000	3,153.81	3,724.40	3,740.60	3,016.68	3,563.08	3,579.28	2,879.56	3,401.76	3,417.96	2,742.44	3,240.44	3,256.64
109,000	3,169.45	3,742.93	3,759.28	3,031.64	3,580.81	3,597.16	2,893.84	3,418.69	3,435.04	2,756.04	3,256.57	3,272.92
110,000	3,185.09	3,761.46	3,777.96	3,046.60	3,598.54	3,615.04	2,908.12	3,435.62	3,452.12	2,769.64	3,272.70	3,289.20
111,000	3,200.73	3,779.99	3,796.64	3,061.56	3,616.27	3,632.92	2,922.40	3,452.55	3,469.20	2,783.24	3,288.83	3,305.48
112,000	3,216.37	3,798.52	3,815.32	3,076.52	3,634.00	3,650.80	2,936.68	3,469.48	3,486.28	2,796.84	3,304.96	3,321.76
113,000	3,232.01	3,817.05	3,834.00	3,091.48	3,651.73	3,668.68	2,950.96	3,486.41	3,503.36	2,810.44	3,321.09	3,338.04
114,000	3,247.65	3,835.58	3,852.68	3,106.44	3,669.46	3,686.56	2,965.24	3,503.34	3,520.44	2,824.04	3,337.22	3,354.32
115,000	3,263.29	3,854.11	3,871.36	3,121.40	3,687.19	3,704.44	2,979.52	3,520.27	3,537.52	2,837.64	3,353.35	3,370.60
116,000	3,278.93	3,872.64	3,890.04	3,136.36	3,704.92	3,722.32	2,993.80	3,537.20	3,554.60	2,851.24	3,369.48	3,386.88
117,000	3,294.57	3,891.17	3,908.72	3,151.32	3,722.65	3,740.20	3,008.08	3,554.13	3,571.68	2,864.84	3,385.61	3,403.16
118,000	3,310.21	3,909.70	3,927.40	3,166.28	3,740.38	3,758.08	3,022.36	3,571.06	3,588.76	2,878.44	3,401.74	3,419.44
119,000	3,325.85	3,928.23	3,946.08	3,181.24	3,758.11	3,775.96	3,036.64	3,587.99	3,605.84	2,892.04	3,417.87	3,435.72
120,000	3,341.49	3,946.76	3,964.76	3,196.20	3,775.84	3,793.84	3,050.92	3,604.92	3,622.92	2,905.64	3,434.00	3,452.00
121,000	3,357.13	3,965.29	3,983.44	3,211.16	3,793.57	3,811.72	3,065.20	3,621.85	3,640.00	2,919.24	3,450.13	3,468.28
122,000	3,372.77	3,983.82	4,002.12	3,226.12	3,811.30	3,829.60	3,079.48	3,638.78	3,657.08	2,932.84	3,466.26	3,484.56
123,000	3,388.41	4,002.35	4,020.80	3,241.08	3,829.03	3,847.48	3,093.76	3,655.71	3,674.16	2,946.44	3,482.39	3,500.84
124,000	3,404.05	4,020.88	4,039.48	3,256.04	3,846.76	3,865.36	3,108.04	3,672.64	3,691.24	2,960.04	3,498.52	3,517.12
125,000	3,419.69	4,039.41	4,058.16	3,271.00	3,864.49	3,883.24	3,122.32	3,689.57	3,708.32	2,973.64	3,514.65	3,533.40
126,000	3,435.33	4,057.94	4,076.84	3,285.96	3,882.22	3,901.12	3,136.60	3,706.50	3,725.40	2,987.24	3,530.78	3,549.68
127,000	3,450.97	4,076.47	4,095.52	3,300.92	3,899.95	3,919.00	3,150.88	3,723.43	3,742.48	3,000.84	3,546.91	3,565.96
128,000	3,466.61	4,095.00	4,114.20	3,315.88	3,917.68	3,936.88	3,165.16	3,740.36	3,759.56	3,014.44	3,563.04	3,582.24
129,000	3,482.25	4,113.53	4,132.88	3,330.84	3,935.41	3,954.76	3,179.44	3,757.29	3,776.64	3,028.04	3,579.17	3,598.52
130,000	3,497.89	4,132.06	4,151.56	3,345.80	3,953.14	3,972.64	3,193.72	3,774.22	3,793.72	3,041.64	3,595.30	3,614.80
131,000	3,513.53	4,150.59	4,170.24	3,360.76	3,970.87	3,990.52	3,208.00	3,791.15	3,810.80	3,055.24	3,611.43	3,631.08
132,000	3,529.17	4,169.12	4,188.92	3,375.72	3,988.60	4,008.40	3,222.28	3,808.08	3,827.88	3,068.84	3,627.56	3,647.36
133,000	3,544.81	4,187.65	4,207.60	3,390.68	4,006.33	4,026.28	3,236.56	3,825.01	3,844.96	3,082.44	3,643.69	3,663.64
134,000	3,560.45	4,206.18	4,226.28	3,405.64	4,024.06	4,044.16	3,250.84	3,841.94	3,862.04	3,096.04	3,659.82	3,679.92
135,000	3,576.09	4,224.71	4,244.96	3,420.60	4,041.79	4,062.04	3,265.12	3,858.87	3,879.12	3,109.64	3,675.95	3,696.20
136,000	3,591.73	4,243.24	4,263.64	3,435.56	4,059.52	4,079.92	3,279.40	3,875.80	3,896.20	3,123.24	3,692.08	3,712.48
137,000	3,607.37	4,261.77	4,282.32	3,450.52	4,077.25	4,097.80	3,293.68	3,892.73	3,913.28	3,136.84	3,708.21	3,728.76
138,000	3,623.01	4,280.30	4,301.00	3,465.48	4,094.98	4,115.68	3,307.96	3,909.66	3,930.36	3,150.44	3,724.34	3,745.04
139,000	3,638.65	4,298.83	4,319.68	3,480.44	4,112.71	4,133.56	3,322.24	3,926.59	3,947.44	3,164.04	3,740.47	3,761.32
140,000	3,654.29	4,317.36	4,338.36	3,495.40	4,130.44	4,151.44	3,336.52	3,943.52	3,964.52	3,177.64	3,756.60	3,777.60
141,000	3,669.93	4,335.89	4,357.04	3,510.36	4,148.17	4,169.32	3,350.80	3,960.45	3,981.60	3,191.24	3,772.73	3,793.88
142,000	3,685.57	4,354.42	4,375.72	3,525.32	4,165.90	4,187.20	3,365.08	3,977.38	3,998.68	3,204.84	3,788.86	3,810.16
143,000	3,701.21	4,372.95	4,394.40	3,540.28	4,183.63	4,205.08	3,379.36	3,994.31	4,015.76	3,218.44	3,804.99	3,826.44
144,000	3,716.85	4,391.48	4,413.08	3,555.24	4,201.36	4,222.96	3,393.64	4,011.24	4,032.84	3,232.04	3,821.12	3,842.72
145,000	3,732.49	4,410.01	4,431.76	3,570.20	4,219.09	4,240.84	3,407.92	4,028.17	4,049.92	3,245.64	3,837.25	3,859.00
146,000	3,748.13	4,428.54	4,450.44	3,585.16	4,236.82	4,258.72	3,422.20	4,045.10	4,067.00	3,259.24	3,853.38	3,875.28

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
147,000	3,763.77	4,447.07	4,469.12	3,600.12	4,254.55	4,276.60	3,436.48	4,062.03	4,084.08	3,272.84	3,869.51	3,891.56
148,000	3,779.41	4,465.60	4,487.80	3,615.08	4,272.28	4,294.48	3,450.76	4,078.96	4,101.16	3,286.44	3,885.64	3,907.84
149,000	3,795.05	4,484.13	4,506.48	3,630.04	4,290.01	4,312.36	3,465.04	4,095.89	4,118.24	3,300.04	3,901.77	3,924.12
150,000	3,810.69	4,502.66	4,525.16	3,645.00	4,307.74	4,330.24	3,479.32	4,112.82	4,135.32	3,313.64	3,917.90	3,940.40
151,000	3,826.33	4,521.19	4,543.84	3,659.96	4,325.47	4,348.12	3,493.60	4,129.75	4,152.40	3,327.24	3,934.03	3,956.68
152,000	3,841.97	4,539.72	4,562.52	3,674.92	4,343.20	4,366.00	3,507.88	4,146.68	4,169.48	3,340.84	3,950.16	3,972.96
153,000	3,857.61	4,558.25	4,581.20	3,689.88	4,360.93	4,383.88	3,522.16	4,163.61	4,186.56	3,354.44	3,966.29	3,989.24
154,000	3,873.25	4,576.78	4,599.88	3,704.84	4,378.66	4,401.76	3,536.44	4,180.54	4,203.64	3,368.04	3,982.42	4,005.52
155,000	3,888.89	4,595.31	4,618.56	3,719.80	4,396.39	4,419.64	3,550.72	4,197.47	4,220.72	3,381.64	3,998.55	4,021.80
156,000	3,904.53	4,613.84	4,637.24	3,734.76	4,414.12	4,437.52	3,565.00	4,214.40	4,237.80	3,395.24	4,014.68	4,038.08
157,000	3,920.17	4,632.37	4,655.92	3,749.72	4,431.85	4,455.40	3,579.28	4,231.33	4,254.88	3,408.84	4,030.81	4,054.36
158,000	3,935.81	4,650.90	4,674.60	3,764.68	4,449.58	4,473.28	3,593.56	4,248.26	4,271.96	3,422.44	4,046.94	4,070.64
159,000	3,951.45	4,669.43	4,693.28	3,779.64	4,467.31	4,491.16	3,607.84	4,265.19	4,289.04	3,436.04	4,063.07	4,086.92
160,000	3,967.09	4,687.96	4,711.96	3,794.60	4,485.04	4,509.04	3,622.12	4,282.12	4,306.12	3,449.64	4,079.20	4,103.20
161,000	3,982.73	4,706.49	4,730.64	3,809.56	4,502.77	4,526.92	3,636.40	4,299.05	4,323.20	3,463.24	4,095.33	4,119.48
162,000	3,998.37	4,725.02	4,749.32	3,824.52	4,520.50	4,544.80	3,650.68	4,315.98	4,340.28	3,476.84	4,111.46	4,135.76
163,000	4,014.01	4,743.55	4,768.00	3,839.48	4,538.23	4,562.68	3,664.96	4,332.91	4,357.36	3,490.44	4,127.59	4,152.04
164,000	4,029.65	4,762.08	4,786.68	3,854.44	4,555.96	4,580.56	3,679.24	4,349.84	4,374.44	3,504.04	4,143.72	4,168.32
165,000	4,045.29	4,780.61	4,805.36	3,869.40	4,573.69	4,598.44	3,693.52	4,366.77	4,391.52	3,517.64	4,159.85	4,184.60
166,000	4,060.93	4,799.14	4,824.04	3,884.36	4,591.42	4,616.32	3,707.80	4,383.70	4,408.60	3,531.24	4,175.98	4,200.88
167,000	4,076.57	4,817.67	4,842.72	3,899.32	4,609.15	4,634.20	3,722.08	4,400.63	4,425.68	3,544.84	4,192.11	4,217.16
168,000	4,092.21	4,836.20	4,861.40	3,914.28	4,626.88	4,652.08	3,736.36	4,417.56	4,442.76	3,558.44	4,208.24	4,233.44
169,000	4,107.85	4,854.73	4,880.08	3,929.24	4,644.61	4,669.96	3,750.64	4,434.49	4,459.84	3,572.04	4,224.37	4,249.72
170,000	4,123.49	4,873.26	4,898.76	3,944.20	4,662.34	4,687.84	3,764.92	4,451.42	4,476.92	3,585.64	4,240.50	4,266.00
171,000	4,139.13	4,891.79	4,917.44	3,959.16	4,680.07	4,705.72	3,779.20	4,468.35	4,494.00	3,599.24	4,256.63	4,282.28
172,000	4,154.77	4,910.32	4,936.12	3,974.12	4,697.80	4,723.60	3,793.48	4,485.28	4,511.08	3,612.84	4,272.76	4,298.56
173,000	4,170.41	4,928.85	4,954.80	3,989.08	4,715.53	4,741.48	3,807.76	4,502.21	4,528.16	3,626.44	4,288.89	4,314.84
174,000	4,186.05	4,947.38	4,973.48	4,004.04	4,733.26	4,759.36	3,822.04	4,519.14	4,545.24	3,640.04	4,305.02	4,331.12
175,000	4,201.69	4,965.91	4,992.16	4,019.00	4,750.99	4,777.24	3,836.32	4,536.07	4,562.32	3,653.64	4,321.15	4,347.40
176,000	4,217.33	4,984.44	5,010.84	4,033.96	4,768.72	4,795.12	3,850.60	4,553.00	4,579.40	3,667.24	4,337.28	4,363.68
177,000	4,232.97	5,002.97	5,029.52	4,048.92	4,786.45	4,813.00	3,864.88	4,569.93	4,596.48	3,680.84	4,353.41	4,379.96
178,000	4,248.61	5,021.50	5,048.20	4,063.88	4,804.18	4,830.88	3,879.16	4,586.86	4,613.56	3,694.44	4,369.54	4,396.24
179,000	4,264.25	5,040.03	5,066.88	4,078.84	4,821.91	4,848.76	3,893.44	4,603.79	4,630.64	3,708.04	4,385.67	4,412.52
180,000	4,279.89	5,058.56	5,085.56	4,093.80	4,839.64	4,866.64	3,907.72	4,620.72	4,647.72	3,721.64	4,401.80	4,428.80
181,000	4,295.53	5,077.09	5,104.24	4,108.76	4,857.37	4,884.52	3,922.00	4,637.65	4,664.80	3,735.24	4,417.93	4,445.08
182,000	4,311.17	5,095.62	5,122.92	4,123.72	4,875.10	4,902.40	3,936.28	4,654.58	4,681.88	3,748.84	4,434.06	4,461.36
183,000	4,326.81	5,114.15	5,141.60	4,138.68	4,892.83	4,920.28	3,950.56	4,671.51	4,698.96	3,762.44	4,450.19	4,477.64
184,000	4,342.45	5,132.68	5,160.28	4,153.64	4,910.56	4,938.16	3,964.84	4,688.44	4,716.04	3,776.04	4,466.32	4,493.92
185,000	4,358.09	5,151.21	5,178.96	4,168.60	4,928.29	4,956.04	3,979.12	4,705.37	4,733.12	3,789.64	4,482.45	4,510.20
186,000	4,373.73	5,169.74	5,197.64	4,183.56	4,946.02	4,973.92	3,993.40	4,722.30	4,750.20	3,803.24	4,498.58	4,526.48
187,000	4,389.37	5,188.27	5,216.32	4,198.52	4,963.75	4,991.80	4,007.68	4,739.23	4,767.28	3,816.84	4,514.71	4,542.76
188,000	4,405.01	5,206.80	5,235.00	4,213.48	4,981.48	5,009.68	4,021.96	4,756.16	4,784.36	3,830.44	4,530.84	4,559.04
189,000	4,420.65	5,225.33	5,253.68	4,228.44	4,999.21	5,027.56	4,036.24	4,773.09	4,801.44	3,844.04	4,546.97	4,575.32
190,000	4,436.29	5,243.86	5,272.36	4,243.40	5,016.94	5,045.44	4,050.52	4,790.02	4,818.52	3,857.64	4,563.10	4,591.60
341,000	6,797.93	8,041.89	8,093.04	6,502.36	7,694.17	7,745.32	6,206.80	7,346.45	7,397.60	5,911.24	6,998.73	7,049.88
342,000	6,813.57	8,060.42	8,111.72	6,517.32	7,711.90	7,763.20	6,221.08	7,363.38	7,414.68	5,924.84	7,014.86	7,066.16
343,000	6,829.21	8,078.95	8,130.40	6,532.28	7,729.63	7,781.08	6,235.36	7,380.31	7,431.76	5,938.44	7,030.99	7,082.44
344,000	6,844.85	8,097.48	8,149.08	6,547.24	7,747.36	7,798.96	6,249.64	7,397.24	7,448.84	5,952.04	7,047.12	7,098.72
345,000	6,860.49	8,116.01	8,167.76	6,562.20	7,765.09	7,816.84	6,263.92	7,414.17	7,465.92	5,965.64	7,063.25	7,115.00
346,000	6,876.13	8,134.54	8,186.44	6,577.16	7,782.82	7,834.72	6,278.20	7,431.10	7,483.00	5,979.24	7,079.38	7,131.28
347,000	6,891.77	8,153.07	8,205.12	6,592.12	7,800.55	7,852.60	6,292.48	7,448.03	7,500.08	5,992.84	7,095.51	7,147.56
348,000	6,907.41	8,171.60	8,223.80	6,607.08	7,818.28	7,870.48	6,306.76	7,464.96	7,517.16	6,006.44	7,111.64	7,163.84
349,000	6,923.05	8,190.13	8,242.48	6,622.04	7,836.01	7,888.36	6,321.04	7,481.89	7,534.24	6,020.04	7,127.77	7,180.12
350,000	6,938.69	8,208.66	8,261.16	6,637.00	7,853.74	7,906.24	6,335.32	7,498.82	7,551.32	6,033.64	7,143.90	7,196.40
351,000	6,954.33	8,227.19	8,279.84	6,651.96	7,871.47	7,924.12	6,349.60	7,515.75	7,568.40	6,047.24	7,160.03	7,212.68
352,000	6,969.97	8,245.72	8,298.52	6,666.92	7,889.20	7,942.00	6,363.88	7,532.68	7,585.48	6,060.84	7,176.16	7,228.96
353,000	6,985.61	8,264.25	8,317.20	6,681.88	7,906.93	7,959.88	6,378.16	7,549.61	7,602.56	6,074.44	7,192.29	7,245.24
354,000	7,001.25	8,282.78	8,335.88	6,696.84	7,924.66	7,977.76	6,392.44	7,566.54	7,619.64	6,088.04	7,208.42	7,261.52
355,000	7,016.89	8,301.31	8,354.56	6,711.80	7,942.39	7,995.64	6,406.72	7,583.47	7,636.72	6,101.64	7,224.55	7,277.80
356,000	7,032.53	8,319.84	8,373.24	6,726.76	7,960.12	8,013.52	6,421.00	7,600.40	7,653.80	6,115.24	7,240.68	7,294.08
357,000	7,048.17	8,338.37	8,391.92	6,741.72	7,977.85	8,031.40	6,435.28	7,617.33	7,670.88	6,128.84	7,256.81	7,310.36
358,000	7,063.81	8,356.90	8,410.60	6,756.68	7,995.58	8,049.28	6,449.56	7,634.26	7,687.96	6,142.44	7,272.94	7,326.64
359,000	7,079.45	8,375.43	8,429.28	6,771.64	8,013.31	8,067.16	6,463.84	7,651.19	7,705.04	6,156.04	7,289.07	7,342.92
360,000	7,095.09	8,393.96	8,447.96	6,786.60	8,031.04	8,085.04	6,478.12	7,668.12	7,722.12	6,169.64	7,305.20	7,359.20
361,000	7,110.73	8,412.49	8,466.64	6,801.56	8,048.77	8,102.92	6,492.40	7,685.05	7,739.20	6,183.24	7,321.33	7,375.48
362,000	7,126.37	8,431.02	8,485.32	6,816.52	8,066.50	8,120.80	6,506.68	7,701.98	7,756.28	6,196.84	7,337.46	7,391.76
363,000	7,142.01	8,449.55	8,504.00	6,831.48	8,084.23	8,138.68	6,520.96	7,718.91	7,773.36	6,210.44	7,353.59	7,408.04
364,000	7,157.65	8,468.08	8,522.68	6,846.44	8,101.96	8,156.56	6,535.24	7,735.84	7,790.44	6,224.04	7,369.72	7,424.32
365,000	7,173.29	8,486.61	8,541.36	6,861.40	8,119.69	8,174.44	6,549.52	7,752.77	7,807.52	6,237.64	7,385.85	7,440.60
366,000	7,188.93	8,505.14	8,560.04	6,876.36	8,137.42	8,192.32	6,563.80	7,769.70	7,824.60	6,251.24	7,401.98	7,456.88
367,000	7,204.57	8,523.67	8,578.72	6,891.32	8,155.15	8,210.20	6,578.08	7,786.63	7,841.68	6,264.84	7,418.11	7,473.16
368,000	7,220.21	8,542.20	8,597.40	6,906.28	8,172.88	8,228.08	6,592.36	7,803.56	7,858.76	6,278.44	7,434.24	7,489.44
369,000	7,235.85	8,560.73	8,616.08	6,921.24	8,190.61	8,245.96	6,606.64	7,820.49	7,875.84	6,292.04	7,450.37	7,505.72
370,000	7,251.49	8,579.26	8,634.76	6,936.20	8,208.34	8,263.84	6,620.92	7,837.42	7,892.92	6,305.64	7,466.50	7,522.00
371,000	7,267.13	8,597.79	8,653.44	6,951.16	8,226.07	8,281.72	6,635.20	7,854.35	7,910.00	6,319.24	7,482.63	7,538.28
372,000	7,282.77	8,616.32	8,672.12	6,966.12	8,243.80	8,299.60	6,649.48	7,871.28	7,927.08	6,332.84	7,498.76	7,554.56
373,000	7,298.41	8,634.85	8,690.80	6,981.08	8,261.53	8,317.48	6,663.76	7,888.21	7,944.16	6,346.44	7,514.89	7,570.84
374,000	7,314.05	8,653.38	8,709.48	6,996.04	8,279.26	8,335.36	6,678.04	7,905.14	7,961.24	6,360.04	7,531.02	7,587.12
375,000	7,329.69	8,671.91	8,728.16	7,011.00	8,296.99	8,353.24	6,692.32	7,922.07	7,978.32	6,373.64	7,547.15	7,603.40
376,000	7,345.33	8,690.44	8,746.84	7,025.96	8,314.72	8,371.12	6,706.60	7,939.00	7,995.40	6,387.24	7,563.28	7,619.68
377,000	7,360.97	8,708.97	8,765.52	7,040.92	8,332.45	8,389.00	6,720.88	7,955.93	8,012.48	6,400.84	7,579.41	7,635.96
378,000	7,376.61	8,727.50	8,784.20	7,055.88	8,350.18	8,406.88	6,735.16	7,972.86	8,029.56	6,414.44	7,595.54	7,652.24
379,000	7,392.25	8,746.03	8,802.88	7,070.84	8,367.91	8,424.76	6,749.44	7,989.79	8,046.64	6,428.04	7,611.67	7,668.52
380,000	7,407.89	8,764.56	8,821.56	7,085.80	8,385.64	8,442.64	6,763.72	8,006.72	8,063.72	6,441.64	7,627.80	7,684.80

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
381,000	7,423.53	8,783.09	8,840.24	7,100.76	8,403.37	8,460.52	6,778.00	8,023.65	8,080.80	6,455.24	7,643.93	7,701.08
382,000	7,439.17	8,801.62	8,858.92	7,115.72	8,421.10	8,478.40	6,792.28	8,040.58	8,097.88	6,468.84	7,660.06	7,717.36
383,000	7,454.81	8,820.15	8,877.60	7,130.68	8,438.83	8,496.28	6,806.56	8,057.51	8,114.96	6,482.44	7,676.19	7,733.64
384,000	7,470.45	8,838.68	8,896.28	7,145.64	8,456.56	8,514.16	6,820.84	8,074.44	8,132.04	6,496.04	7,692.32	7,749.92
385,000	7,486.09	8,857.21	8,914.96	7,160.60	8,474.29	8,532.04	6,835.12	8,091.37	8,149.12	6,509.64	7,708.45	7,766.20
386,000	7,501.73	8,875.74	8,933.64	7,175.56	8,492.02	8,549.92	6,849.40	8,108.30	8,166.20	6,523.24	7,724.58	7,782.48
387,000	7,517.37	8,894.27	8,952.32	7,190.52	8,509.75	8,567.80	6,863.68	8,125.23	8,183.28	6,536.84	7,740.71	7,798.76
388,000	7,533.01	8,912.80	8,971.00	7,205.48	8,527.48	8,585.68	6,877.96	8,142.16	8,200.36	6,550.44	7,756.84	7,815.04
389,000	7,548.65	8,931.33	8,989.68	7,220.44	8,545.21	8,603.56	6,892.24	8,159.09	8,217.44	6,564.04	7,772.97	7,831.32
390,000	7,564.29	8,949.86	9,008.36	7,235.40	8,562.94	8,621.44	6,906.52	8,176.02	8,234.52	6,577.64	7,789.10	7,847.60
391,000	7,579.93	8,968.39	9,027.04	7,250.36	8,580.67	8,639.32	6,920.80	8,192.95	8,251.60	6,591.24	7,805.23	7,863.88
392,000	7,595.57	8,986.92	9,045.72	7,265.32	8,598.40	8,657.20	6,935.08	8,209.88	8,268.68	6,604.84	7,821.36	7,880.16
393,000	7,611.21	9,005.45	9,064.40	7,280.28	8,616.13	8,675.08	6,949.36	8,226.81	8,285.76	6,618.44	7,837.49	7,896.44
394,000	7,626.85	9,023.98	9,083.08	7,295.24	8,633.86	8,692.96	6,963.64	8,243.74	8,302.84	6,632.04	7,853.62	7,912.72
395,000	7,642.49	9,042.51	9,101.76	7,310.20	8,651.59	8,710.84	6,977.92	8,260.67	8,319.92	6,645.64	7,869.75	7,929.00
396,000	7,658.13	9,061.04	9,120.44	7,325.16	8,669.32	8,728.72	6,992.20	8,277.60	8,337.00	6,659.24	7,885.88	7,945.28
397,000	7,673.77	9,079.57	9,139.12	7,340.12	8,687.05	8,746.60	7,006.48	8,294.53	8,354.08	6,672.84	7,902.01	7,961.56
398,000	7,689.41	9,098.10	9,157.80	7,355.08	8,704.78	8,764.48	7,020.76	8,311.46	8,371.16	6,686.44	7,918.14	7,977.84
399,000	7,705.05	9,116.63	9,176.48	7,370.04	8,722.51	8,782.36	7,035.04	8,328.39	8,388.24	6,700.04	7,934.27	7,994.12
400,000	7,720.69	9,135.16	9,195.16	7,385.00	8,740.24	8,800.24	7,049.32	8,345.32	8,405.32	6,713.64	7,950.40	8,010.40
401,000	7,736.33	9,153.69	9,213.84	7,399.96	8,757.97	8,818.12	7,063.60	8,362.25	8,422.40	6,727.24	7,966.53	8,026.68
402,000	7,751.97	9,172.22	9,232.52	7,414.92	8,775.70	8,836.00	7,077.88	8,379.18	8,439.48	6,740.84	7,982.66	8,042.96
403,000	7,767.61	9,190.75	9,251.20	7,429.88	8,793.43	8,853.88	7,092.16	8,396.11	8,456.56	6,754.44	7,998.79	8,059.24
404,000	7,783.25	9,209.28	9,269.88	7,444.84	8,811.16	8,871.76	7,106.44	8,413.04	8,473.64	6,768.04	8,014.92	8,075.52
405,000	7,798.89	9,227.81	9,288.56	7,459.80	8,828.89	8,889.64	7,120.72	8,429.97	8,490.72	6,781.64	8,031.05	8,091.80
406,000	7,814.53	9,246.34	9,307.24	7,474.76	8,846.62	8,907.52	7,135.00	8,446.90	8,507.80	6,795.24	8,047.18	8,108.08
407,000	7,830.17	9,264.87	9,325.92	7,489.72	8,864.35	8,925.40	7,149.28	8,463.83	8,524.88	6,808.84	8,063.31	8,124.36
408,000	7,845.81	9,283.40	9,344.60	7,504.68	8,882.08	8,943.28	7,163.56	8,480.76	8,541.96	6,822.44	8,079.44	8,140.64
409,000	7,861.45	9,301.93	9,363.28	7,519.64	8,899.81	8,961.16	7,177.84	8,497.69	8,559.04	6,836.04	8,095.57	8,156.92
410,000	7,877.09	9,320.46	9,381.96	7,534.60	8,917.54	8,979.04	7,192.12	8,514.62	8,576.12	6,849.64	8,111.70	8,173.20
411,000	7,892.73	9,338.99	9,400.64	7,549.56	8,935.27	8,996.92	7,206.40	8,531.55	8,593.20	6,863.24	8,127.83	8,189.48
412,000	7,908.37	9,357.52	9,419.32	7,564.52	8,953.00	9,014.80	7,220.68	8,548.48	8,610.28	6,876.84	8,143.96	8,205.76
413,000	7,924.01	9,376.05	9,438.00	7,579.48	8,970.73	9,032.68	7,234.96	8,565.41	8,627.36	6,890.44	8,160.09	8,222.04
414,000	7,939.65	9,394.58	9,456.68	7,594.44	8,988.46	9,050.56	7,249.24	8,582.34	8,644.44	6,904.04	8,176.22	8,238.32
415,000	7,955.29	9,413.11	9,475.36	7,609.40	9,006.19	9,068.44	7,263.52	8,599.27	8,661.52	6,917.64	8,192.35	8,254.60
416,000	7,970.93	9,431.64	9,494.04	7,624.36	9,023.92	9,086.32	7,277.80	8,616.20	8,678.60	6,931.24	8,208.48	8,270.88
417,000	7,986.57	9,450.17	9,512.72	7,639.32	9,041.65	9,104.20	7,292.08	8,633.13	8,695.68	6,944.84	8,224.61	8,287.16
418,000	8,002.21	9,468.70	9,531.40	7,654.28	9,059.38	9,122.08	7,306.36	8,650.06	8,712.76	6,958.44	8,240.74	8,303.44
419,000	8,017.85	9,487.23	9,550.08	7,669.24	9,077.11	9,139.96	7,320.64	8,666.99	8,729.84	6,972.04	8,256.87	8,319.72
420,000	8,033.49	9,505.76	9,568.76	7,684.20	9,094.84	9,157.84	7,334.92	8,683.92	8,746.92	6,985.64	8,273.00	8,336.00
421,000	8,049.13	9,524.29	9,587.44	7,699.16	9,112.57	9,175.72	7,349.20	8,700.85	8,764.00	6,999.24	8,289.13	8,352.28
422,000	8,064.77	9,542.82	9,606.12	7,714.12	9,130.30	9,193.60	7,363.48	8,717.78	8,781.08	7,012.84	8,305.26	8,368.56
423,000	8,080.41	9,561.35	9,624.80	7,729.08	9,148.03	9,211.48	7,377.76	8,734.71	8,798.16	7,026.44	8,321.39	8,384.84
424,000	8,096.05	9,579.88	9,643.48	7,744.04	9,165.76	9,229.36	7,392.04	8,751.64	8,815.24	7,040.04	8,337.52	8,401.12
425,000	8,111.69	9,598.41	9,662.16	7,759.00	9,183.49	9,247.24	7,406.32	8,768.57	8,832.32	7,053.64	8,353.65	8,417.40
426,000	8,127.33	9,616.94	9,680.84	7,773.96	9,201.22	9,265.12	7,420.60	8,785.50	8,849.40	7,067.24	8,369.78	8,433.68
427,000	8,142.97	9,635.47	9,699.52	7,788.92	9,218.95	9,283.00	7,434.88	8,802.43	8,866.48	7,080.84	8,385.91	8,449.96
428,000	8,158.61	9,654.00	9,718.20	7,803.88	9,236.68	9,300.88	7,449.16	8,819.36	8,883.56	7,094.44	8,402.04	8,466.24
429,000	8,174.25	9,672.53	9,736.88	7,818.84	9,254.41	9,318.76	7,463.44	8,836.29	8,900.64	7,108.04	8,418.17	8,482.52
430,000	8,189.89	9,691.06	9,755.56	7,833.80	9,272.14	9,336.64	7,477.72	8,853.22	8,917.72	7,121.64	8,434.30	8,498.80
431,000	8,205.53	9,709.59	9,774.24	7,848.76	9,289.87	9,354.52	7,492.00	8,870.15	8,934.80	7,135.24	8,450.43	8,515.08
432,000	8,221.17	9,728.12	9,792.92	7,863.72	9,307.60	9,372.40	7,506.28	8,887.08	8,951.88	7,148.84	8,466.56	8,531.36
433,000	8,236.81	9,746.65	9,811.60	7,878.68	9,325.33	9,390.28	7,520.56	8,904.01	8,968.96	7,162.44	8,482.69	8,547.64
434,000	8,252.45	9,765.18	9,830.28	7,893.64	9,343.06	9,408.16	7,534.84	8,920.94	8,986.04	7,176.04	8,498.82	8,563.92
435,000	8,268.09	9,783.71	9,848.96	7,908.60	9,360.79	9,426.04	7,549.12	8,937.87	9,003.12	7,189.64	8,514.95	8,580.20
436,000	8,283.73	9,802.24	9,867.64	7,923.56	9,378.52	9,443.92	7,563.40	8,954.80	9,020.20	7,203.24	8,531.08	8,596.48
437,000	8,299.37	9,820.77	9,886.32	7,938.52	9,396.25	9,461.80	7,577.68	8,971.73	9,037.28	7,216.84	8,547.21	8,612.76
438,000	8,315.01	9,839.30	9,905.00	7,953.48	9,413.98	9,479.68	7,591.96	8,988.66	9,054.36	7,230.44	8,563.34	8,629.04
439,000	8,330.65	9,857.83	9,923.68	7,968.44	9,431.71	9,497.56	7,606.24	9,005.59	9,071.44	7,244.04	8,579.47	8,645.32
440,000	8,346.29	9,876.36	9,942.36	7,983.40	9,449.44	9,515.44	7,620.52	9,022.52	9,088.52	7,257.64	8,595.60	8,661.60
441,000	8,361.93	9,894.89	9,961.04	7,998.36	9,467.17	9,533.32	7,634.80	9,039.45	9,105.60	7,271.24	8,611.73	8,677.88
442,000	8,377.57	9,913.42	9,979.72	8,013.32	9,484.90	9,551.20	7,649.08	9,056.38	9,122.68	7,284.84	8,627.86	8,694.16
443,000	8,393.21	9,931.95	9,998.40	8,028.28	9,502.63	9,569.08	7,663.36	9,073.31	9,139.76	7,298.44	8,643.99	8,710.44
444,000	8,408.85	9,950.48	10,017.08	8,043.24	9,520.36	9,586.96	7,677.64	9,090.24	9,156.84	7,312.04	8,660.12	8,726.72
445,000	8,424.49	9,969.01	10,035.76	8,058.20	9,538.09	9,604.84	7,691.92	9,107.17	9,173.92	7,325.64	8,676.25	8,743.00
446,000	8,440.13	9,987.54	10,054.44	8,073.16	9,555.82	9,622.72	7,706.20	9,124.10	9,191.00	7,339.24	8,692.38	8,759.28
447,000	8,455.77	10,006.07	10,073.12	8,088.12	9,573.55	9,640.60	7,720.48	9,141.03	9,208.08	7,352.84	8,708.51	8,775.56
448,000	8,471.41	10,024.60	10,091.80	8,103.08	9,591.28	9,658.48	7,734.76	9,157.96	9,225.16	7,366.44	8,724.64	8,791.84
449,000	8,487.05	10,043.13	10,110.48	8,118.04	9,609.01	9,676.36	7,749.04	9,174.89	9,242.24	7,380.04	8,740.77	8,808.12
450,000	8,502.69	10,061.66	10,129.16	8,133.00	9,626.74	9,694.24	7,763.32	9,191.82	9,259.32	7,393.64	8,756.90	8,824.40
451,000	8,518.33	10,080.19	10,147.84	8,147.96	9,644.47	9,712.12	7,777.60	9,208.75	9,276.40	7,407.24	8,773.03	8,840.68
452,000	8,533.97	10,098.72	10,166.52	8,162.92	9,662.20	9,730.00	7,791.88	9,225.68	9,293.48	7,420.84	8,789.16	8,856.96
453,000	8,549.61	10,117.25	10,185.20	8,177.88	9,679.93	9,747.88	7,806.16	9,242.61	9,310.56	7,434.44	8,805.29	8,873.24
454,000	8,565.25	10,135.78	10,203.88	8,192.84	9,697.66	9,765.76	7,820.44	9,259.54	9,327.64	7,448.04	8,821.42	8,889.52
455,000	8,580.89	10,154.31	10,222.56	8,207.80	9,715.39	9,783.64	7,834.72	9,276.47	9,344.72	7,461.64	8,837.55	8,905.80
456,000	8,596.53	10,172.84	10,241.24	8,222.76	9,733.12	9,801.52	7,849.00	9,293.40	9,361.80	7,475.24	8,853.68	8,922.08
457,000	8,612.17	10,191.37	10,259.92	8,237.72	9,750.85	9,819.40	7,863.28	9,310.33	9,378.88	7,488.84	8,869.81	8,938.36
458,000	8,627.81	10,209.90	10,278.60	8,252.68	9,768.58	9,837.28	7,877.56	9,327.26	9,395.96	7,502.44	8,885.94	8,954.64
459,000	8,643.45	10,228.43	10,297.28	8,267.64	9,786.31	9,855.16	7,891.84	9,344.19	9,413.04	7,516.04	8,902.07	8,970.92
460,000	8,659.09	10,246.96	10,315.96	8,282.60	9,804.04	9,873.04	7,906.12	9,361.12	9,430.12	7,529.64	8,918.20	8,987.20
461,000	8,674.73	10,265.49	10,334.64	8,297.56	9,821.77	9,890.92	7,920.40	9,378.05	9,447.20	7,543.24	8,934.33	9,003.48
462,000	8,690.37	10,284.02	10,353.32	8,312.52	9,839.50	9,908.80	7,934.68	9,394.98	9,464.28	7,556.84	8,950.46	9,019.76
463,000	8,706.01	10,302.55	10,372.00	8,327.48	9,857.23	9,926.68	7,948.96	9,411.91	9,481.36	7,570.44	8,966.59	9,036.04
464,000	8,721.65	10,321.08	10,390.68	8,342.44	9,874.96	9,944.56	7,963.24	9,428.84	9,498.44	7,584.04	8,982.72	9,052.32

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
465,000	8,737.29	10,339.61	10,409.36	8,357.40	9,892.69	9,962.44	7,977.52	9,445.77	9,515.52	7,597.64	8,998.85	9,068.60
466,000	8,752.93	10,358.14	10,428.04	8,372.36	9,910.42	9,980.32	7,991.80	9,462.70	9,532.60	7,611.24	9,014.98	9,084.88
467,000	8,768.57	10,376.67	10,446.72	8,387.32	9,928.15	9,998.20	8,006.08	9,479.63	9,549.68	7,624.84	9,031.11	9,101.16
468,000	8,784.21	10,395.20	10,465.40	8,402.28	9,945.88	10,016.08	8,020.36	9,496.56	9,566.76	7,638.44	9,047.24	9,117.44
469,000	8,799.85	10,413.73	10,484.08	8,417.24	9,963.61	10,033.96	8,034.64	9,513.49	9,583.84	7,652.04	9,063.37	9,133.72
470,000	8,815.49	10,432.26	10,502.76	8,432.20	9,981.34	10,051.84	8,048.92	9,530.42	9,600.92	7,665.64	9,079.50	9,150.00
471,000	8,831.13	10,450.79	10,521.44	8,447.16	9,999.07	10,069.72	8,063.20	9,547.35	9,618.00	7,679.24	9,095.63	9,166.28
472,000	8,846.77	10,469.32	10,540.12	8,462.12	10,016.80	10,087.60	8,077.48	9,564.28	9,635.08	7,692.84	9,111.76	9,182.56
473,000	8,862.41	10,487.85	10,558.80	8,477.08	10,034.53	10,105.48	8,091.76	9,581.21	9,652.16	7,706.44	9,127.89	9,198.84
474,000	8,878.05	10,506.38	10,577.48	8,492.04	10,052.26	10,123.36	8,106.04	9,598.14	9,669.24	7,720.04	9,144.02	9,215.12
475,000	8,893.69	10,524.91	10,596.16	8,507.00	10,069.99	10,141.24	8,120.32	9,615.07	9,686.32	7,733.64	9,160.15	9,231.40
476,000	8,909.33	10,543.44	10,614.84	8,521.96	10,087.72	10,159.12	8,134.60	9,632.00	9,703.40	7,747.24	9,176.28	9,247.68
477,000	8,924.97	10,561.97	10,633.52	8,536.92	10,105.45	10,177.00	8,148.88	9,648.93	9,720.48	7,760.84	9,192.41	9,263.96
478,000	8,940.61	10,580.50	10,652.20	8,551.88	10,123.18	10,194.88	8,163.16	9,665.86	9,737.56	7,774.44	9,208.54	9,280.24
479,000	8,956.25	10,599.03	10,670.88	8,566.84	10,140.91	10,212.76	8,177.44	9,682.79	9,754.64	7,788.04	9,224.67	9,296.52
480,000	8,971.89	10,617.56	10,689.56	8,581.80	10,158.64	10,230.64	8,191.72	9,699.72	9,771.72	7,801.64	9,240.80	9,312.80
481,000	8,987.53	10,636.09	10,708.24	8,596.76	10,176.37	10,248.52	8,206.00	9,716.65	9,788.80	7,815.24	9,256.93	9,329.08
482,000	9,003.17	10,654.62	10,726.92	8,611.72	10,194.10	10,266.40	8,220.28	9,733.58	9,805.88	7,828.84	9,273.06	9,345.36
483,000	9,018.81	10,673.15	10,745.60	8,626.68	10,211.83	10,284.28	8,234.56	9,750.51	9,822.96	7,842.44	9,289.19	9,361.64
484,000	9,034.45	10,691.68	10,764.28	8,641.64	10,229.56	10,302.16	8,248.84	9,767.44	9,840.04	7,856.04	9,305.32	9,377.92
485,000	9,050.09	10,710.21	10,782.96	8,656.60	10,247.29	10,320.04	8,263.12	9,784.37	9,857.12	7,869.64	9,321.45	9,394.20
486,000	9,065.73	10,728.74	10,801.64	8,671.56	10,265.02	10,337.92	8,277.40	9,801.30	9,874.20	7,883.24	9,337.58	9,410.48
487,000	9,081.37	10,747.27	10,820.32	8,686.52	10,282.75	10,355.80	8,291.68	9,818.23	9,891.28	7,896.84	9,353.71	9,426.76
488,000	9,097.01	10,765.80	10,839.00	8,701.48	10,300.48	10,373.68	8,305.96	9,835.16	9,908.36	7,910.44	9,369.84	9,443.04
489,000	9,112.65	10,784.33	10,857.68	8,716.44	10,318.21	10,391.56	8,320.24	9,852.09	9,925.44	7,924.04	9,385.97	9,459.32
490,000	9,128.29	10,802.86	10,876.36	8,731.40	10,335.94	10,409.44	8,334.52	9,869.02	9,942.52	7,937.64	9,402.10	9,475.60
491,000	9,143.93	10,821.39	10,895.04	8,746.36	10,353.67	10,427.32	8,348.80	9,885.95	9,959.60	7,951.24	9,418.23	9,491.88
492,000	9,159.57	10,839.92	10,913.72	8,761.32	10,371.40	10,445.20	8,363.08	9,902.88	9,976.68	7,964.84	9,434.36	9,508.16
493,000	9,175.21	10,858.45	10,932.40	8,776.28	10,389.13	10,463.08	8,377.36	9,919.81	9,993.76	7,978.44	9,450.49	9,524.44
494,000	9,190.85	10,876.98	10,951.08	8,791.24	10,406.86	10,480.96	8,391.64	9,936.74	10,010.84	7,992.04	9,466.62	9,540.72
495,000	9,206.49	10,895.51	10,969.76	8,806.20	10,424.59	10,498.84	8,405.92	9,953.67	10,027.92	8,005.64	9,482.75	9,557.00
496,000	9,222.13	10,914.04	10,988.44	8,821.16	10,442.32	10,516.72	8,420.20	9,970.60	10,045.00	8,019.24	9,498.88	9,573.28
497,000	9,237.77	10,932.57	11,007.12	8,836.12	10,460.05	10,534.60	8,434.48	9,987.53	10,062.08	8,032.84	9,515.01	9,589.56
498,000	9,253.41	10,951.10	11,025.80	8,851.08	10,477.78	10,552.48	8,448.76	10,004.46	10,079.16	8,046.44	9,531.14	9,605.84
499,000	9,269.05	10,969.63	11,044.48	8,866.04	10,495.51	10,570.36	8,463.04	10,021.39	10,096.24	8,060.04	9,547.27	9,622.12
500,000	9,284.69	10,988.16	11,063.16	8,881.00	10,513.24	10,588.24	8,477.32	10,038.32	10,113.32	8,073.64	9,563.40	9,638.40
501,000	9,300.33	11,006.69	11,081.84	8,895.96	10,530.97	10,606.12	8,491.60	10,055.25	10,130.40	8,087.24	9,579.53	9,654.68
502,000	9,315.97	11,025.22	11,100.52	8,910.92	10,548.70	10,624.00	8,505.88	10,072.18	10,147.48	8,100.84	9,595.66	9,670.96
503,000	9,331.61	11,043.75	11,119.20	8,925.88	10,566.43	10,641.88	8,520.16	10,089.11	10,164.56	8,114.44	9,611.79	9,687.24
504,000	9,347.25	11,062.28	11,137.88	8,940.84	10,584.16	10,659.76	8,534.44	10,106.04	10,181.64	8,128.04	9,627.92	9,703.52
505,000	9,362.89	11,080.81	11,156.56	8,955.80	10,601.89	10,677.64	8,548.72	10,122.97	10,198.72	8,141.64	9,644.05	9,719.80
506,000	9,378.53	11,099.34	11,175.24	8,970.76	10,619.62	10,695.52	8,563.00	10,139.90	10,215.80	8,155.24	9,660.18	9,736.08
507,000	9,394.17	11,117.87	11,193.92	8,985.72	10,637.35	10,713.40	8,577.28	10,156.83	10,232.88	8,168.84	9,676.31	9,752.36
508,000	9,409.81	11,136.40	11,212.60	9,000.68	10,655.08	10,731.28	8,591.56	10,173.76	10,249.96	8,182.44	9,692.44	9,768.64
509,000	9,425.45	11,154.93	11,231.28	9,015.64	10,672.81	10,749.16	8,605.84	10,190.69	10,267.04	8,196.04	9,708.57	9,784.92
510,000	9,441.09	11,173.46	11,249.96	9,030.60	10,690.54	10,767.04	8,620.12	10,207.62	10,284.12	8,209.64	9,724.70	9,801.20
511,000	9,456.73	11,191.99	11,268.64	9,045.56	10,708.27	10,784.92	8,634.40	10,224.55	10,301.20	8,223.24	9,740.83	9,817.48
512,000	9,472.37	11,210.52	11,287.32	9,060.52	10,726.00	10,802.80	8,648.68	10,241.48	10,318.28	8,236.84	9,756.96	9,833.76
513,000	9,488.01	11,229.05	11,306.00	9,075.48	10,743.73	10,820.68	8,662.96	10,258.41	10,335.36	8,250.44	9,773.09	9,850.04
514,000	9,503.65	11,247.58	11,324.68	9,090.44	10,761.46	10,838.56	8,677.24	10,275.34	10,352.44	8,264.04	9,789.22	9,866.32
515,000	9,519.29	11,266.11	11,343.36	9,105.40	10,779.19	10,856.44	8,691.52	10,292.27	10,369.52	8,277.64	9,805.35	9,882.60
516,000	9,534.93	11,284.64	11,362.04	9,120.36	10,796.92	10,874.32	8,705.80	10,309.20	10,386.60	8,291.24	9,821.48	9,898.88
517,000	9,550.57	11,303.17	11,380.72	9,135.32	10,814.65	10,892.20	8,720.08	10,326.13	10,403.68	8,304.84	9,837.61	9,915.16
518,000	9,566.21	11,321.70	11,399.40	9,150.28	10,832.38	10,910.08	8,734.36	10,343.06	10,420.76	8,318.44	9,853.74	9,931.44
519,000	9,581.85	11,340.23	11,418.08	9,165.24	10,850.11	10,927.96	8,748.64	10,359.99	10,437.84	8,332.04	9,869.87	9,947.72
520,000	9,597.49	11,358.76	11,436.76	9,180.20	10,867.84	10,945.84	8,762.92	10,376.92	10,454.92	8,345.64	9,886.00	9,964.00
521,000	9,613.13	11,377.29	11,455.44	9,195.16	10,885.57	10,963.72	8,777.20	10,393.85	10,472.00	8,359.24	9,902.13	9,980.28
522,000	9,628.77	11,395.82	11,474.12	9,210.12	10,903.30	10,981.60	8,791.48	10,410.78	10,489.08	8,372.84	9,918.26	9,996.56
523,000	9,644.41	11,414.35	11,492.80	9,225.08	10,921.03	10,999.48	8,805.76	10,427.71	10,506.16	8,386.44	9,934.39	10,012.84
524,000	9,660.05	11,432.88	11,511.48	9,240.04	10,938.76	11,017.36	8,820.04	10,444.64	10,523.24	8,400.04	9,950.52	10,029.12
525,000	9,675.69	11,451.41	11,530.16	9,255.00	10,956.49	11,035.24	8,834.32	10,461.57	10,540.32	8,413.64	9,966.65	10,045.40
526,000	9,691.33	11,469.94	11,548.84	9,269.96	10,974.22	11,053.12	8,848.60	10,478.50	10,557.40	8,427.24	9,982.78	10,061.68
527,000	9,706.97	11,488.47	11,567.52	9,284.92	10,991.95	11,071.00	8,862.88	10,495.43	10,574.48	8,440.84	9,998.91	10,077.96
528,000	9,722.61	11,507.00	11,586.20	9,299.88	11,009.68	11,088.88	8,877.16	10,512.36	10,591.56	8,454.44	10,015.04	10,094.24
529,000	9,738.25	11,525.53	11,604.88	9,314.84	11,027.41	11,106.76	8,891.44	10,529.29	10,608.64	8,468.04	10,031.17	10,110.52
530,000	9,753.89	11,544.06	11,623.56	9,329.80	11,045.14	11,124.64	8,905.72	10,546.22	10,625.72	8,481.64	10,047.30	10,126.80
531,000	9,769.53	11,562.59	11,642.24	9,344.76	11,062.87	11,142.52	8,920.00	10,563.15	10,642.80	8,495.24	10,063.43	10,143.08
532,000	9,785.17	11,581.12	11,660.92	9,359.72	11,080.60	11,160.40	8,934.28	10,580.08	10,659.88	8,508.84	10,079.56	10,159.36
533,000	9,800.81	11,599.65	11,679.60	9,374.68	11,098.33	11,178.28	8,948.56	10,597.01	10,676.96	8,522.44	10,095.69	10,175.64
534,000	9,816.45	11,618.18	11,698.28	9,389.64	11,116.06	11,196.16	8,962.84	10,613.94	10,694.04	8,536.04	10,111.82	10,191.92
535,000	9,832.09	11,636.71	11,716.96	9,404.60	11,133.79	11,214.04	8,977.12	10,630.87	10,711.12	8,549.64	10,127.95	10,208.20
536,000	9,847.73	11,655.24	11,735.64	9,419.56	11,151.52	11,231.92	8,991.40	10,647.80	10,728.20	8,563.24	10,144.08	10,224.48
537,000	9,863.37	11,673.77	11,754.32	9,434.52	11,169.25	11,249.80	9,005.68	10,664.73	10,745.28	8,576.84	10,160.21	10,240.76
538,000	9,879.01	11,692.30	11,773.00	9,449.48	11,186.98	11,267.68	9,019.96	10,681.66	10,762.36	8,590.44	10,176.34	10,257.04
539,000	9,894.65	11,710.83	11,791.68	9,464.44	11,204.71	11,285.56	9,034.24	10,698.59	10,779.44	8,604.04	10,192.47	10,273.32
540,000	9,910.29	11,729.36	11,810.36	9,479.40	11,222.44	11,303.44	9,048.52	10,715.52	10,796.52	8,617.64	10,208.60	10,289.60
541,000	9,925.93	11,747.89	11,829.04	9,494.36	11,240.17	11,321.32	9,062.80	10,732.45	10,813.60	8,631.24	10,224.73	10,305.88
542,000	9,941.57	11,766.42	11,847.72	9,509.32	11,257.90	11,339.20	9,077.08	10,749.38	10,830.68	8,644.84	10,240.86	10,322.16
543,000	9,957.21	11,784.95	11,866.40	9,524.28	11,275.63	11,357.08	9,091.36	10,766.31	10,847.76	8,658.44	10,256.99	10,338.44
544,000	9,972.85	11,803.48	11,885.08	9,539.24	11,293.36	11,374.96	9,105.64	10,783.24	10,864.84	8,672.04	10,273.12	10,354.72
545,000	9,988.49	11,822.01	11,903.76	9,554.20	11,311.09	11,392.84	9,119.92	10,800.17	10,881.92	8,685.64	10,289.25	10,371.00
546,000	10,004.13	11,840.54	11,922.44	9,569.16	11,328.82	11,410.72	9,134.20	10,817.10	10,899.00	8,699.24	10,305.38	10,387.28
547,000	10,019.77	11,859.07	11,941.12	9,584.12	11,346.55	11,428.60	9,148.48	10,834.03	10,916.08	8,712.84	10,321.51	10,403.56
548,000	10,035.41	11,877.60	11,959.80	9,599.08	11,364.28	11,446.48	9,162.76	10,850.96	10,933.16	8,726.44	10,337.64	10,419.84

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
549,000	10,051.05	11,896.13	11,978.48	9,614.04	11,382.01	11,464.36	9,177.04	10,867.89	10,950.24	8,740.04	10,353.77	10,436.12
550,000	10,066.69	11,914.66	11,997.16	9,629.00	11,399.74	11,482.24	9,191.32	10,884.82	10,967.32	8,753.64	10,369.90	10,452.40
551,000	10,082.33	11,933.19	12,015.84	9,643.96	11,417.47	11,500.12	9,205.60	10,901.75	10,984.40	8,767.24	10,386.03	10,468.68
552,000	10,097.97	11,951.72	12,034.52	9,658.92	11,435.20	11,518.00	9,219.88	10,918.68	11,001.48	8,780.84	10,402.16	10,484.96
553,000	10,113.61	11,970.25	12,053.20	9,673.88	11,452.93	11,535.88	9,234.16	10,935.61	11,018.56	8,794.44	10,418.29	10,501.24
554,000	10,129.25	11,988.78	12,071.88	9,688.84	11,470.66	11,553.76	9,248.44	10,952.54	11,035.64	8,808.04	10,434.42	10,517.52
555,000	10,144.89	12,007.31	12,090.56	9,703.80	11,488.39	11,571.64	9,262.72	10,969.47	11,052.72	8,821.64	10,450.55	10,533.80
556,000	10,160.53	12,025.84	12,109.24	9,718.76	11,506.12	11,589.52	9,277.00	10,986.40	11,069.80	8,835.24	10,466.68	10,550.08
557,000	10,176.17	12,044.37	12,127.92	9,733.72	11,523.85	11,607.40	9,291.28	11,003.33	11,086.88	8,848.84	10,482.81	10,566.36
558,000	10,191.81	12,062.90	12,146.60	9,748.68	11,541.58	11,625.28	9,305.56	11,020.26	11,103.96	8,862.44	10,498.94	10,582.64
559,000	10,207.45	12,081.43	12,165.28	9,763.64	11,559.31	11,643.16	9,319.84	11,037.19	11,121.04	8,876.04	10,515.07	10,598.92
560,000	10,223.09	12,099.96	12,183.96	9,778.60	11,577.04	11,661.04	9,334.12	11,054.12	11,138.12	8,889.64	10,531.20	10,615.20
561,000	10,238.73	12,118.49	12,202.64	9,793.56	11,594.77	11,678.92	9,348.40	11,071.05	11,155.20	8,903.24	10,547.33	10,631.48
562,000	10,254.37	12,137.02	12,221.32	9,808.52	11,612.50	11,696.80	9,362.68	11,087.98	11,172.28	8,916.84	10,563.46	10,647.76
563,000	10,270.01	12,155.55	12,240.00	9,823.48	11,630.23	11,714.68	9,376.96	11,104.91	11,189.36	8,930.44	10,579.59	10,664.04
564,000	10,285.65	12,174.08	12,258.68	9,838.44	11,647.96	11,732.56	9,391.24	11,121.84	11,206.44	8,944.04	10,595.72	10,680.32
565,000	10,301.29	12,192.61	12,277.36	9,853.40	11,665.69	11,750.44	9,405.52	11,138.77	11,223.52	8,957.64	10,611.85	10,696.60
566,000	10,316.93	12,211.14	12,296.04	9,868.36	11,683.42	11,768.32	9,419.80	11,155.70	11,240.60	8,971.24	10,627.98	10,712.88
567,000	10,332.57	12,229.67	12,314.72	9,883.32	11,701.15	11,786.20	9,434.08	11,172.63	11,257.68	8,984.84	10,644.11	10,729.16
568,000	10,348.21	12,248.20	12,333.40	9,898.28	11,718.88	11,804.08	9,448.36	11,189.56	11,274.76	8,998.44	10,660.24	10,745.44
569,000	10,363.85	12,266.73	12,352.08	9,913.24	11,736.61	11,821.96	9,462.64	11,206.49	11,291.84	9,012.04	10,676.37	10,761.72
570,000	10,379.49	12,285.26	12,370.76	9,928.20	11,754.34	11,839.84	9,476.92	11,223.42	11,308.92	9,025.64	10,692.50	10,778.00
571,000	10,395.13	12,303.79	12,389.44	9,943.16	11,772.07	11,857.72	9,491.20	11,240.35	11,326.00	9,039.24	10,708.63	10,794.28
572,000	10,410.77	12,322.32	12,408.12	9,958.12	11,789.80	11,875.60	9,505.48	11,257.28	11,343.08	9,052.84	10,724.76	10,810.56
573,000	10,426.41	12,340.85	12,426.80	9,973.08	11,807.53	11,893.48	9,519.76	11,274.21	11,360.16	9,066.44	10,740.89	10,826.84
574,000	10,442.05	12,359.38	12,445.48	9,988.04	11,825.26	11,911.36	9,534.04	11,291.14	11,377.24	9,080.04	10,757.02	10,843.12
575,000	10,457.69	12,377.91	12,464.16	10,003.00	11,842.99	11,929.24	9,548.32	11,308.07	11,394.32	9,093.64	10,773.15	10,859.40
576,000	10,473.33	12,396.44	12,482.84	10,017.96	11,860.72	11,947.12	9,562.60	11,325.00	11,411.40	9,107.24	10,789.28	10,875.68
577,000	10,488.97	12,414.97	12,501.52	10,032.92	11,878.45	11,965.00	9,576.88	11,341.93	11,428.48	9,120.84	10,805.41	10,891.96
578,000	10,504.61	12,433.50	12,520.20	10,047.88	11,896.18	11,982.88	9,591.16	11,358.86	11,445.56	9,134.44	10,821.54	10,908.24
579,000	10,520.25	12,452.03	12,538.88	10,062.84	11,913.91	12,000.76	9,605.44	11,375.79	11,462.64	9,148.04	10,837.67	10,924.52
580,000	10,535.89	12,470.56	12,557.56	10,077.80	11,931.64	12,018.64	9,619.72	11,392.72	11,479.72	9,161.64	10,853.80	10,940.80
581,000	10,551.53	12,489.09	12,576.24	10,092.76	11,949.37	12,036.52	9,634.00	11,409.65	11,496.80	9,175.24	10,869.93	10,957.08
582,000	10,567.17	12,507.62	12,594.92	10,107.72	11,967.10	12,054.40	9,648.28	11,426.58	11,513.88	9,188.84	10,886.06	10,973.36
583,000	10,582.81	12,526.15	12,613.60	10,122.68	11,984.83	12,072.28	9,662.56	11,443.51	11,530.96	9,202.44	10,902.19	10,989.64
584,000	10,598.45	12,544.68	12,632.28	10,137.64	12,002.56	12,090.16	9,676.84	11,460.44	11,548.04	9,216.04	10,918.32	11,005.92
585,000	10,614.09	12,563.21	12,650.96	10,152.60	12,020.29	12,108.04	9,691.12	11,477.37	11,565.12	9,229.64	10,934.45	11,022.20
586,000	10,629.73	12,581.74	12,669.64	10,167.56	12,038.02	12,125.92	9,705.40	11,494.30	11,582.20	9,243.24	10,950.58	11,038.48
587,000	10,645.37	12,600.27	12,688.32	10,182.52	12,055.75	12,143.80	9,719.68	11,511.23	11,599.28	9,256.84	10,966.71	11,054.76
588,000	10,661.01	12,618.80	12,707.00	10,197.48	12,073.48	12,161.68	9,733.96	11,528.16	11,616.36	9,270.44	10,982.84	11,071.04
589,000	10,676.65	12,637.33	12,725.68	10,212.44	12,091.21	12,179.56	9,748.24	11,545.09	11,633.44	9,284.04	10,998.97	11,087.32
590,000	10,692.29	12,655.86	12,744.36	10,227.40	12,108.94	12,197.44	9,762.52	11,562.02	11,650.52	9,297.64	11,015.10	11,103.60
591,000	10,707.93	12,674.39	12,763.04	10,242.36	12,126.67	12,215.32	9,776.80	11,578.95	11,667.60	9,311.24	11,031.23	11,119.88
592,000	10,723.57	12,692.92	12,781.72	10,257.32	12,144.40	12,233.20	9,791.08	11,595.88	11,684.68	9,324.84	11,047.36	11,136.16
593,000	10,739.21	12,711.45	12,800.40	10,272.28	12,162.13	12,251.08	9,805.36	11,612.81	11,701.76	9,338.44	11,063.49	11,152.44
594,000	10,754.85	12,729.98	12,819.08	10,287.24	12,179.86	12,268.96	9,819.64	11,629.74	11,718.84	9,352.04	11,079.62	11,168.72
595,000	10,770.49	12,748.51	12,837.76	10,302.20	12,197.59	12,286.84	9,833.92	11,646.67	11,735.92	9,365.64	11,095.75	11,185.00
596,000	10,786.13	12,767.04	12,856.44	10,317.16	12,215.32	12,304.72	9,848.20	11,663.60	11,753.00	9,379.24	11,111.88	11,201.28
597,000	10,801.77	12,785.57	12,875.12	10,332.12	12,233.05	12,322.60	9,862.48	11,680.53	11,770.08	9,392.84	11,128.01	11,217.56
598,000	10,817.41	12,804.10	12,893.80	10,347.08	12,250.78	12,340.48	9,876.76	11,697.46	11,787.16	9,406.44	11,144.14	11,233.84
599,000	10,833.05	12,822.63	12,912.48	10,362.04	12,268.51	12,358.36	9,891.04	11,714.39	11,804.24	9,420.04	11,160.27	11,250.12
600,000	10,848.69	12,841.16	12,931.16	10,377.00	12,286.24	12,376.24	9,905.32	11,731.32	11,821.32	9,433.64	11,176.40	11,266.40
601,000	10,864.33	12,859.69	12,949.84	10,391.96	12,303.97	12,394.12	9,919.60	11,748.25	11,838.40	9,447.24	11,192.53	11,282.68
602,000	10,879.97	12,878.22	12,968.52	10,406.92	12,321.70	12,412.00	9,933.88	11,765.18	11,855.48	9,460.84	11,208.66	11,298.96
603,000	10,895.61	12,896.75	12,987.20	10,421.88	12,339.43	12,429.88	9,948.16	11,782.11	11,872.56	9,474.44	11,224.79	11,315.24
604,000	10,911.25	12,915.28	13,005.88	10,436.84	12,357.16	12,447.76	9,962.44	11,799.04	11,889.64	9,488.04	11,240.92	11,331.52
605,000	10,926.89	12,933.81	13,024.56	10,451.80	12,374.89	12,465.64	9,976.72	11,815.97	11,906.72	9,501.64	11,257.05	11,347.80
606,000	10,942.53	12,952.34	13,043.24	10,466.76	12,392.62	12,483.52	9,991.00	11,832.90	11,923.80	9,515.24	11,273.18	11,364.08
607,000	10,958.17	12,970.87	13,061.92	10,481.72	12,410.35	12,501.40	10,005.28	11,849.83	11,940.88	9,528.84	11,289.31	11,380.36
608,000	10,973.81	12,989.40	13,080.60	10,496.68	12,428.08	12,519.28	10,019.56	11,866.76	11,957.96	9,542.44	11,305.44	11,396.64
609,000	10,989.45	13,007.93	13,099.28	10,511.64	12,445.81	12,537.16	10,033.84	11,883.69	11,975.04	9,556.04	11,321.57	11,412.92
610,000	11,005.09	13,026.46	13,117.96	10,526.60	12,463.54	12,555.04	10,048.12	11,900.62	11,992.12	9,569.64	11,337.70	11,429.20
611,000	11,020.73	13,044.99	13,136.64	10,541.56	12,481.27	12,572.92	10,062.40	11,917.55	12,009.20	9,583.24	11,353.83	11,445.48
612,000	11,036.37	13,063.52	13,155.32	10,556.52	12,499.00	12,590.80	10,076.68	11,934.48	12,026.28	9,596.84	11,369.96	11,461.76
613,000	11,052.01	13,082.05	13,174.00	10,571.48	12,516.73	12,608.68	10,090.96	11,951.41	12,043.36	9,610.44	11,386.09	11,478.04
614,000	11,067.65	13,100.58	13,192.68	10,586.44	12,534.46	12,626.56	10,105.24	11,968.34	12,060.44	9,624.04	11,402.22	11,494.32
615,000	11,083.29	13,119.11	13,211.36	10,601.40	12,552.19	12,644.44	10,119.52	11,985.27	12,077.52	9,637.64	11,418.35	11,510.60
616,000	11,098.93	13,137.64	13,230.04	10,616.36	12,569.92	12,662.32	10,133.80	12,002.20	12,094.60	9,651.24	11,434.48	11,526.88
617,000	11,114.57	13,156.17	13,248.72	10,631.32	12,587.65	12,680.20	10,148.08	12,019.13	12,111.68	9,664.84	11,450.61	11,543.16
618,000	11,130.21	13,174.70	13,267.40	10,646.28	12,605.38	12,698.08	10,162.36	12,036.06	12,128.76	9,678.44	11,466.74	11,559.44
619,000	11,145.85	13,193.23	13,286.08	10,661.24	12,623.11	12,715.96	10,176.64	12,052.99	12,145.84	9,692.04	11,482.87	11,575.72
620,000	11,161.49	13,211.76	13,304.76	10,676.20	12,640.84	12,733.84	10,190.92	12,069.92	12,162.92	9,705.64	11,499.00	11,592.00
621,000	11,177.13	13,230.29	13,323.44	10,691.16	12,658.57	12,751.72	10,205.20	12,086.85	12,180.00	9,719.24	11,515.13	11,608.28
622,000	11,192.77	13,248.82	13,342.12	10,706.12	12,676.30	12,769.60	10,219.48	12,103.78	12,197.08	9,732.84	11,531.26	11,624.56
623,000	11,208.41	13,267.35	13,360.80	10,721.08	12,694.03	12,787.48	10,233.76	12,120.71	12,214.16	9,746.44	11,547.39	11,640.84
624,000	11,224.05	13,285.88	13,379.48	10,736.04	12,711.76	12,805.36	10,248.04	12,137.64	12,231.24	9,760.04	11,563.52	11,657.12
625,000	11,239.69	13,304.41	13,398.16	10,751.00	12,729.49	12,823.24	10,262.32	12,154.57	12,248.32	9,773.64	11,579.65	11,673.40
626,000	11,255.33	13,322.94	13,416.84	10,765.96	12,747.22	12,841.12	10,276.60	12,171.50	12,265.40	9,787.24	11,595.78	11,689.68
627,000	11,270.97	13,341.47	13,435.52	10,780.92	12,764.95	12,859.00	10,290.88	12,188.43	12,282.48	9,800.84	11,611.91	11,705.96
628,000	11,286.61	13,360.00	13,454.20	10,795.88	12,782.68	12,876.88	10,305.16	12,205.36	12,299.56	9,814.44	11,628.04	11,722.24
629,000	11,302.25	13,378.53	13,472.88	10,810.84	12,800.41	12,894.76	10,319.44	12,222.29	12,316.64	9,828.04	11,644.17	11,738.52
630,000	11,317.89	13,397.06	13,491.56	10,825.80	12,818.14	12,912.64	10,333.72	12,239.22	12,333.72	9,841.64	11,660.30	11,754.80
631,000	11,333.53	13,415.59	13,510.24	10,840.76	12,835.87	12,930.52	10,348.00	12,256.15	12,350.80	9,855.24	11,676.43	11,771.08
632,000	11,349.17	13,434.12	13,528.92	10,855.72	12,853.60	12,948.40	10,362.28	12,273.08	12,367.88	9,868.84	11,692.56	11,787.36

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
633,000	11,364.81	13,452.65	13,547.60	10,870.68	12,871.33	12,966.28	10,376.56	12,290.01	12,384.96	9,882.44	11,708.69	11,803.64
634,000	11,380.45	13,471.18	13,566.28	10,885.64	12,889.06	12,984.16	10,390.84	12,306.94	12,402.04	9,896.04	11,724.82	11,819.92
635,000	11,396.09	13,489.71	13,584.96	10,900.60	12,906.79	13,002.04	10,405.12	12,323.87	12,419.12	9,909.64	11,740.95	11,836.20
636,000	11,411.73	13,508.24	13,603.64	10,915.56	12,924.52	13,019.92	10,419.40	12,340.80	12,436.20	9,923.24	11,757.08	11,852.48
637,000	11,427.37	13,526.77	13,622.32	10,930.52	12,942.25	13,037.80	10,433.68	12,357.73	12,453.28	9,936.84	11,773.21	11,868.76
638,000	11,443.01	13,545.30	13,641.00	10,945.48	12,959.98	13,055.68	10,447.96	12,374.66	12,470.36	9,950.44	11,789.34	11,885.04
639,000	11,458.65	13,563.83	13,659.68	10,960.44	12,977.71	13,073.56	10,462.24	12,391.59	12,487.44	9,964.04	11,805.47	11,901.32
640,000	11,474.29	13,582.36	13,678.36	10,975.40	12,995.44	13,091.44	10,476.52	12,408.52	12,504.52	9,977.64	11,821.60	11,917.60
641,000	11,489.93	13,600.89	13,697.04	10,990.36	13,013.17	13,109.32	10,490.80	12,425.45	12,521.60	9,991.24	11,837.73	11,933.88
642,000	11,505.57	13,619.42	13,715.72	11,005.32	13,030.90	13,127.20	10,505.08	12,442.38	12,538.68	10,004.84	11,853.86	11,950.16
643,000	11,521.21	13,637.95	13,734.40	11,020.28	13,048.63	13,145.08	10,519.36	12,459.31	12,555.76	10,018.44	11,869.99	11,966.44
644,000	11,536.85	13,656.48	13,753.08	11,035.24	13,066.36	13,162.96	10,533.64	12,476.24	12,572.84	10,032.04	11,886.12	11,982.72
645,000	11,552.49	13,675.01	13,771.76	11,050.20	13,084.09	13,180.84	10,547.92	12,493.17	12,589.92	10,045.64	11,902.25	11,999.00
646,000	11,568.13	13,693.54	13,790.44	11,065.16	13,101.82	13,198.72	10,562.20	12,510.10	12,607.00	10,059.24	11,918.38	12,015.28
647,000	11,583.77	13,712.07	13,809.12	11,080.12	13,119.55	13,216.60	10,576.48	12,527.03	12,624.08	10,072.84	11,934.51	12,031.56
648,000	11,599.41	13,730.60	13,827.80	11,095.08	13,137.28	13,234.48	10,590.76	12,543.96	12,641.16	10,086.44	11,950.64	12,047.84
649,000	11,615.05	13,749.13	13,846.48	11,110.04	13,155.01	13,252.36	10,605.04	12,560.89	12,658.24	10,100.04	11,966.77	12,064.12
650,000	11,630.69	13,767.66	13,865.16	11,125.00	13,172.74	13,270.24	10,619.32	12,577.82	12,675.32	10,113.64	11,982.90	12,080.40
651,000	11,646.33	13,786.19	13,883.84	11,139.96	13,190.47	13,288.12	10,633.60	12,594.75	12,692.40	10,127.24	11,999.03	12,096.68
652,000	11,661.97	13,804.72	13,902.52	11,154.92	13,208.20	13,306.00	10,647.88	12,611.68	12,709.48	10,140.84	12,015.16	12,112.96
653,000	11,677.61	13,823.25	13,921.20	11,169.88	13,225.93	13,323.88	10,662.16	12,628.61	12,726.56	10,154.44	12,031.29	12,129.24
654,000	11,693.25	13,841.78	13,939.88	11,184.84	13,243.66	13,341.76	10,676.44	12,645.54	12,743.64	10,168.04	12,047.42	12,145.52
655,000	11,708.89	13,860.31	13,958.56	11,199.80	13,261.39	13,359.64	10,690.72	12,662.47	12,760.72	10,181.64	12,063.55	12,161.80
656,000	11,724.53	13,878.84	13,977.24	11,214.76	13,279.12	13,377.52	10,705.00	12,679.40	12,777.80	10,195.24	12,079.68	12,178.08
657,000	11,740.17	13,897.37	13,995.92	11,229.72	13,296.85	13,395.40	10,719.28	12,696.33	12,794.88	10,208.84	12,095.81	12,194.36
658,000	11,755.81	13,915.90	14,014.60	11,244.68	13,314.58	13,413.28	10,733.56	12,713.26	12,811.96	10,222.44	12,111.94	12,210.64
659,000	11,771.45	13,934.43	14,033.28	11,259.64	13,332.31	13,431.16	10,747.84	12,730.19	12,829.04	10,236.04	12,128.07	12,226.92
660,000	11,787.09	13,952.96	14,051.96	11,274.60	13,350.04	13,449.04	10,762.12	12,747.12	12,846.12	10,249.64	12,144.20	12,243.20
661,000	11,802.73	13,971.49	14,070.64	11,289.56	13,367.77	13,466.92	10,776.40	12,764.05	12,863.20	10,263.24	12,160.33	12,259.48
662,000	11,818.37	13,990.02	14,089.32	11,304.52	13,385.50	13,484.80	10,790.68	12,780.98	12,880.28	10,276.84	12,176.46	12,275.76
663,000	11,834.01	14,008.55	14,108.00	11,319.48	13,403.23	13,502.68	10,804.96	12,797.91	12,897.36	10,290.44	12,192.59	12,292.04
664,000	11,849.65	14,027.08	14,126.68	11,334.44	13,420.96	13,520.56	10,819.24	12,814.84	12,914.44	10,304.04	12,208.72	12,308.32
665,000	11,865.29	14,045.61	14,145.36	11,349.40	13,438.69	13,538.44	10,833.52	12,831.77	12,931.52	10,317.64	12,224.85	12,324.60
666,000	11,880.93	14,064.14	14,164.04	11,364.36	13,456.42	13,556.32	10,847.80	12,848.70	12,948.60	10,331.24	12,240.98	12,340.88
667,000	11,896.57	14,082.67	14,182.72	11,379.32	13,474.15	13,574.20	10,862.08	12,865.63	12,965.68	10,344.84	12,257.11	12,357.16
668,000	11,912.21	14,101.20	14,201.40	11,394.28	13,491.88	13,592.08	10,876.36	12,882.56	12,982.76	10,358.44	12,273.24	12,373.44
669,000	11,927.85	14,119.73	14,220.08	11,409.24	13,509.61	13,609.96	10,890.64	12,899.49	12,999.84	10,372.04	12,289.37	12,389.72
670,000	11,943.49	14,138.26	14,238.76	11,424.20	13,527.34	13,627.84	10,904.92	12,916.42	13,016.92	10,385.64	12,305.50	12,406.00
671,000	11,959.13	14,156.79	14,257.44	11,439.16	13,545.07	13,645.72	10,919.20	12,933.35	13,034.00	10,399.24	12,321.63	12,422.28
672,000	11,974.77	14,175.32	14,276.12	11,454.12	13,562.80	13,663.60	10,933.48	12,950.28	13,051.08	10,412.84	12,337.76	12,438.56
673,000	11,990.41	14,193.85	14,294.80	11,469.08	13,580.53	13,681.48	10,947.76	12,967.21	13,068.16	10,426.44	12,353.89	12,454.84
674,000	12,006.05	14,212.38	14,313.48	11,484.04	13,598.26	13,699.36	10,962.04	12,984.14	13,085.24	10,440.04	12,370.02	12,471.12
675,000	12,021.69	14,230.91	14,332.16	11,499.00	13,615.99	13,717.24	10,976.32	13,001.07	13,102.32	10,453.64	12,386.15	12,487.40
676,000	12,037.33	14,249.44	14,350.84	11,513.96	13,633.72	13,735.12	10,990.60	13,018.00	13,119.40	10,467.24	12,402.28	12,503.68
677,000	12,052.97	14,267.97	14,369.52	11,528.92	13,651.45	13,753.00	11,004.88	13,034.93	13,136.48	10,480.84	12,418.41	12,519.96
678,000	12,068.61	14,286.50	14,388.20	11,543.88	13,669.18	13,770.88	11,019.16	13,051.86	13,153.56	10,494.44	12,434.54	12,536.24
679,000	12,084.25	14,305.03	14,406.88	11,558.84	13,686.91	13,788.76	11,033.44	13,068.79	13,170.64	10,508.04	12,450.67	12,552.52
680,000	12,099.89	14,323.56	14,425.56	11,573.80	13,704.64	13,806.64	11,047.72	13,085.72	13,187.72	10,521.64	12,466.80	12,568.80
681,000	12,115.53	14,342.09	14,444.24	11,588.76	13,722.37	13,824.52	11,062.00	13,102.65	13,204.80	10,535.24	12,482.93	12,585.08
682,000	12,131.17	14,360.62	14,462.92	11,603.72	13,740.10	13,842.40	11,076.28	13,119.58	13,221.88	10,548.84	12,499.06	12,601.36
683,000	12,146.81	14,379.15	14,481.60	11,618.68	13,757.83	13,860.28	11,090.56	13,136.51	13,238.96	10,562.44	12,515.19	12,617.64
684,000	12,162.45	14,397.68	14,500.28	11,633.64	13,775.56	13,878.16	11,104.84	13,153.44	13,256.04	10,576.04	12,531.32	12,633.92
685,000	12,178.09	14,416.21	14,518.96	11,648.60	13,793.29	13,896.04	11,119.12	13,170.37	13,273.12	10,589.64	12,547.45	12,650.20
686,000	12,193.73	14,434.74	14,537.64	11,663.56	13,811.02	13,913.92	11,133.40	13,187.30	13,290.20	10,603.24	12,563.58	12,666.48
687,000	12,209.37	14,453.27	14,556.32	11,678.52	13,828.75	13,931.80	11,147.68	13,204.23	13,307.28	10,616.84	12,579.71	12,682.76
688,000	12,225.01	14,471.80	14,575.00	11,693.48	13,846.48	13,949.68	11,161.96	13,221.16	13,324.36	10,630.44	12,595.84	12,699.04
689,000	12,240.65	14,490.33	14,593.68	11,708.44	13,864.21	13,967.56	11,176.24	13,238.09	13,341.44	10,644.04	12,611.97	12,715.32
690,000	12,256.29	14,508.86	14,612.36	11,723.40	13,881.94	13,985.44	11,190.52	13,255.02	13,358.52	10,657.64	12,628.10	12,731.60
691,000	12,271.93	14,527.39	14,631.04	11,738.36	13,899.67	14,003.32	11,204.80	13,271.95	13,375.60	10,671.24	12,644.23	12,747.88
692,000	12,287.57	14,545.92	14,649.72	11,753.32	13,917.40	14,021.20	11,219.08	13,288.88	13,392.68	10,684.84	12,660.36	12,764.16
693,000	12,303.21	14,564.45	14,668.40	11,768.28	13,935.13	14,039.08	11,233.36	13,305.81	13,409.76	10,698.44	12,676.49	12,780.44
694,000	12,318.85	14,582.98	14,687.08	11,783.24	13,952.86	14,056.96	11,247.64	13,322.74	13,426.84	10,712.04	12,692.62	12,796.72
695,000	12,334.49	14,601.51	14,705.76	11,798.20	13,970.59	14,074.84	11,261.92	13,339.67	13,443.92	10,725.64	12,708.75	12,813.00
696,000	12,350.13	14,620.04	14,724.44	11,813.16	13,988.32	14,092.72	11,276.20	13,356.60	13,461.00	10,739.24	12,724.88	12,829.28
697,000	12,365.77	14,638.57	14,743.12	11,828.12	14,006.05	14,110.60	11,290.48	13,373.53	13,478.08	10,752.84	12,741.01	12,845.56
698,000	12,381.41	14,657.10	14,761.80	11,843.08	14,023.78	14,128.48	11,304.76	13,390.46	13,495.16	10,766.44	12,757.14	12,861.84
699,000	12,397.05	14,675.63	14,780.48	11,858.04	14,041.51	14,146.36	11,319.04	13,407.39	13,512.24	10,780.04	12,773.27	12,878.12
700,000	12,412.69	14,694.16	14,799.16	11,873.00	14,059.24	14,164.24	11,333.32	13,424.32	13,529.32	10,793.64	12,789.40	12,894.40
701,000	12,428.33	14,712.69	14,817.84	11,887.96	14,076.97	14,182.12	11,347.60	13,441.25	13,546.40	10,807.24	12,805.53	12,910.68
702,000	12,443.97	14,731.22	14,836.52	11,902.92	14,094.70	14,200.00	11,361.88	13,458.18	13,563.48	10,820.84	12,821.66	12,926.96
703,000	12,459.61	14,749.75	14,855.20	11,917.88	14,112.43	14,217.88	11,376.16	13,475.11	13,580.56	10,834.44	12,837.79	12,943.24
704,000	12,475.25	14,768.28	14,873.88	11,932.84	14,130.16	14,235.76	11,390.44	13,492.04	13,597.64	10,848.04	12,853.92	12,959.52
705,000	12,490.89	14,786.81	14,892.56	11,947.80	14,147.89	14,253.64	11,404.72	13,508.97	13,614.72	10,861.64	12,870.05	12,975.80
706,000	12,506.53	14,805.34	14,911.24	11,962.76	14,165.62	14,271.52	11,419.00	13,525.90	13,631.80	10,875.24	12,886.18	12,992.08
707,000	12,522.17	14,823.87	14,929.92	11,977.72	14,183.35	14,289.40	11,433.28	13,542.83	13,648.88	10,888.84	12,902.31	13,008.36
708,000	12,537.81	14,842.40	14,948.60	11,992.68	14,201.08	14,307.28	11,447.56	13,559.76	13,665.96	10,902.44	12,918.44	13,024.64
709,000	12,553.45	14,860.93	14,967.28	12,007.64	14,218.81	14,325.16	11,461.84	13,576.69	13,683.04	10,916.04	12,934.57	13,040.92
710,000	12,569.09	14,879.46	14,985.96	12,022.60	14,236.54	14,343.04	11,476.12	13,593.62	13,700.12	10,929.64	12,950.70	13,057.20
711,000	12,584.73	14,897.99	15,004.64	12,037.56	14,254.27	14,360.92	11,490.40	13,610.55	13,717.20	10,943.24	12,966.83	13,073.48
712,000	12,600.37	14,916.52	15,023.32	12,052.52	14,272.00	14,378.80	11,504.68	13,627.48	13,734.28	10,956.84	12,982.96	13,089.76
713,000	12,616.01	14,935.05	15,042.00	12,067.48	14,289.73	14,396.68	11,518.96	13,644.41	13,751.36	10,970.44	12,999.09	13,106.04
714,000	12,631.65	14,953.58	15,060.68	12,082.44	14,307.46	14,414.56	11,533.24	13,661.34	13,768.44	10,984.04	13,015.22	13,122.32
715,000	12,647.29	14,972.11	15,079.36	12,097.40	14,325.19	14,432.44	11,547.52	13,678.27	13,785.52	10,997.64	13,031.35	13,138.60
716,000	12,662.93	14,990.64	15,098.04	12,112.36	14,342.92	14,450.32	11,561.80	13,695.20	13,802.60	11,011.24	13,047.48	13,154.88

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
717,000	12,678.57	15,009.17	15,116.72	12,127.32	14,360.65	14,468.20	11,576.08	13,712.13	13,819.68	11,024.84	13,063.61	13,171.16
718,000	12,694.21	15,027.70	15,135.40	12,142.28	14,378.38	14,486.08	11,590.36	13,729.06	13,836.76	11,038.44	13,079.74	13,187.44
719,000	12,709.85	15,046.23	15,154.08	12,157.24	14,396.11	14,503.96	11,604.64	13,745.99	13,853.84	11,052.04	13,095.87	13,203.72
720,000	12,725.49	15,064.76	15,172.76	12,172.20	14,413.84	14,521.84	11,618.92	13,762.92	13,870.92	11,065.64	13,112.00	13,220.00
721,000	12,741.13	15,083.29	15,191.44	12,187.16	14,431.57	14,539.72	11,633.20	13,779.85	13,888.00	11,079.24	13,128.13	13,236.28
722,000	12,756.77	15,101.82	15,210.12	12,202.12	14,449.30	14,557.60	11,647.48	13,796.78	13,905.08	11,092.84	13,144.26	13,252.56
723,000	12,772.41	15,120.35	15,228.80	12,217.08	14,467.03	14,575.48	11,661.76	13,813.71	13,922.16	11,106.44	13,160.39	13,268.84
724,000	12,788.05	15,138.88	15,247.48	12,232.04	14,484.76	14,593.36	11,676.04	13,830.64	13,939.24	11,120.04	13,176.52	13,285.12
725,000	12,803.69	15,157.41	15,266.16	12,247.00	14,502.49	14,611.24	11,690.32	13,847.57	13,956.32	11,133.64	13,192.65	13,301.40
726,000	12,819.33	15,175.94	15,284.84	12,261.96	14,520.22	14,629.12	11,704.60	13,864.50	13,973.40	11,147.24	13,208.78	13,317.68
727,000	12,834.97	15,194.47	15,303.52	12,276.92	14,537.95	14,647.00	11,718.88	13,881.43	13,990.48	11,160.84	13,224.91	13,333.96
728,000	12,850.61	15,213.00	15,322.20	12,291.88	14,555.68	14,664.88	11,733.16	13,898.36	14,007.56	11,174.44	13,241.04	13,350.24
729,000	12,866.25	15,231.53	15,340.88	12,306.84	14,573.41	14,682.76	11,747.44	13,915.29	14,024.64	11,188.04	13,257.17	13,366.52
730,000	12,881.89	15,250.06	15,359.56	12,321.80	14,591.14	14,700.64	11,761.72	13,932.22	14,041.72	11,201.64	13,273.30	13,382.80
731,000	12,897.53	15,268.59	15,378.24	12,336.76	14,608.87	14,718.52	11,776.00	13,949.15	14,058.80	11,215.24	13,289.43	13,399.08
732,000	12,913.17	15,287.12	15,396.92	12,351.72	14,626.60	14,736.40	11,790.28	13,966.08	14,075.88	11,228.84	13,305.56	13,415.36
733,000	12,928.81	15,305.65	15,415.60	12,366.68	14,644.33	14,754.28	11,804.56	13,983.01	14,092.96	11,242.44	13,321.69	13,431.64
734,000	12,944.45	15,324.18	15,434.28	12,381.64	14,662.06	14,772.16	11,818.84	13,999.94	14,110.04	11,256.04	13,337.82	13,447.92
735,000	12,960.09	15,342.71	15,452.96	12,396.60	14,679.79	14,790.04	11,833.12	14,016.87	14,127.12	11,269.64	13,353.95	13,464.20
736,000	12,975.73	15,361.24	15,471.64	12,411.56	14,697.52	14,807.92	11,847.40	14,033.80	14,144.20	11,283.24	13,370.08	13,480.48
737,000	12,991.37	15,379.77	15,490.32	12,426.52	14,715.25	14,825.80	11,861.68	14,050.73	14,161.28	11,296.84	13,386.21	13,496.76
738,000	13,007.01	15,398.30	15,509.00	12,441.48	14,732.98	14,843.68	11,875.96	14,067.66	14,178.36	11,310.44	13,402.34	13,513.04
739,000	13,022.65	15,416.83	15,527.68	12,456.44	14,750.71	14,861.56	11,890.24	14,084.59	14,195.44	11,324.04	13,418.47	13,529.32
740,000	13,038.29	15,435.36	15,546.36	12,471.40	14,768.44	14,879.44	11,904.52	14,101.52	14,212.52	11,337.64	13,434.60	13,545.60
741,000	13,053.93	15,453.89	15,565.04	12,486.36	14,786.17	14,897.32	11,918.80	14,118.45	14,229.60	11,351.24	13,450.73	13,561.88
742,000	13,069.57	15,472.42	15,583.72	12,501.32	14,803.90	14,915.20	11,933.08	14,135.38	14,246.68	11,364.84	13,466.86	13,578.16
743,000	13,085.21	15,490.95	15,602.40	12,516.28	14,821.63	14,933.08	11,947.36	14,152.31	14,263.76	11,378.44	13,482.99	13,594.44
744,000	13,100.85	15,509.48	15,621.08	12,531.24	14,839.36	14,950.96	11,961.64	14,169.24	14,280.84	11,392.04	13,499.12	13,610.72
745,000	13,116.49	15,528.01	15,639.76	12,546.20	14,857.09	14,968.84	11,975.92	14,186.17	14,297.92	11,405.64	13,515.25	13,627.00
746,000	13,132.13	15,546.54	15,658.44	12,561.16	14,874.82	14,986.72	11,990.20	14,203.10	14,315.00	11,419.24	13,531.38	13,643.28
747,000	13,147.77	15,565.07	15,677.12	12,576.12	14,892.55	15,004.60	12,004.48	14,220.03	14,332.08	11,432.84	13,547.51	13,659.56
748,000	13,163.41	15,583.60	15,695.80	12,591.08	14,910.28	15,022.48	12,018.76	14,236.96	14,349.16	11,446.44	13,563.64	13,675.84
749,000	13,179.05	15,602.13	15,714.48	12,606.04	14,928.01	15,040.36	12,033.04	14,253.89	14,366.24	11,460.04	13,579.77	13,692.12
750,000	13,194.69	15,620.66	15,733.16	12,621.00	14,945.74	15,058.24	12,047.32	14,270.82	14,383.32	11,473.64	13,595.90	13,708.40
751,000	13,210.33	15,639.19	15,751.84	12,635.96	14,963.47	15,076.12	12,061.60	14,287.75	14,400.40	11,487.24	13,612.03	13,724.68
752,000	13,225.97	15,657.72	15,770.52	12,650.92	14,981.20	15,094.00	12,075.88	14,304.68	14,417.48	11,500.84	13,628.16	13,740.96
753,000	13,241.61	15,676.25	15,789.20	12,665.88	14,998.93	15,111.88	12,090.16	14,321.61	14,434.56	11,514.44	13,644.29	13,757.24
754,000	13,257.25	15,694.78	15,807.88	12,680.84	15,016.66	15,129.76	12,104.44	14,338.54	14,451.64	11,528.04	13,660.42	13,773.52
755,000	13,272.89	15,713.31	15,826.56	12,695.80	15,034.39	15,147.64	12,118.72	14,355.47	14,468.72	11,541.64	13,676.55	13,789.80
756,000	13,288.53	15,731.84	15,845.24	12,710.76	15,052.12	15,165.52	12,133.00	14,372.40	14,485.80	11,555.24	13,692.68	13,806.08
757,000	13,304.17	15,750.37	15,863.92	12,725.72	15,069.85	15,183.40	12,147.28	14,389.33	14,502.88	11,568.84	13,708.81	13,822.36
758,000	13,319.81	15,768.90	15,882.60	12,740.68	15,087.58	15,201.28	12,161.56	14,406.26	14,519.96	11,582.44	13,724.94	13,838.64
759,000	13,335.45	15,787.43	15,901.28	12,755.64	15,105.31	15,219.16	12,175.84	14,423.19	14,537.04	11,596.04	13,741.07	13,854.92
760,000	13,351.09	15,805.96	15,919.96	12,770.60	15,123.04	15,237.04	12,190.12	14,440.12	14,554.12	11,609.64	13,757.20	13,871.20
761,000	13,366.73	15,824.49	15,938.64	12,785.56	15,140.77	15,254.92	12,204.40	14,457.05	14,571.20	11,623.24	13,773.33	13,887.48
762,000	13,382.37	15,843.02	15,957.32	12,800.52	15,158.50	15,272.80	12,218.68	14,473.98	14,588.28	11,636.84	13,789.46	13,903.76
763,000	13,398.01	15,861.55	15,976.00	12,815.48	15,176.23	15,290.68	12,232.96	14,490.91	14,605.36	11,650.44	13,805.59	13,920.04
764,000	13,413.65	15,880.08	15,994.68	12,830.44	15,193.96	15,308.56	12,247.24	14,507.84	14,622.44	11,664.04	13,821.72	13,936.32
765,000	13,429.29	15,898.61	16,013.36	12,845.40	15,211.69	15,326.44	12,261.52	14,524.77	14,639.52	11,677.64	13,837.85	13,952.60
766,000	13,444.93	15,917.14	16,032.04	12,860.36	15,229.42	15,344.32	12,275.80	14,541.70	14,656.60	11,691.24	13,853.98	13,968.88
767,000	13,460.57	15,935.67	16,050.72	12,875.32	15,247.15	15,362.20	12,290.08	14,558.63	14,673.68	11,704.84	13,870.11	13,985.16
768,000	13,476.21	15,954.20	16,069.40	12,890.28	15,264.88	15,380.08	12,304.36	14,575.56	14,690.76	11,718.44	13,886.24	14,001.44
769,000	13,491.85	15,972.73	16,088.08	12,905.24	15,282.61	15,397.96	12,318.64	14,592.49	14,707.84	11,732.04	13,902.37	14,017.72
770,000	13,507.49	15,991.26	16,106.76	12,920.20	15,300.34	15,415.84	12,332.92	14,609.42	14,724.92	11,745.64	13,918.50	14,034.00
771,000	13,523.13	16,009.79	16,125.44	12,935.16	15,318.07	15,433.72	12,347.20	14,626.35	14,742.00	11,759.24	13,934.63	14,050.28
772,000	13,538.77	16,028.32	16,144.12	12,950.12	15,335.80	15,451.60	12,361.48	14,643.28	14,759.08	11,772.84	13,950.76	14,066.56
773,000	13,554.41	16,046.85	16,162.80	12,965.08	15,353.53	15,469.48	12,375.76	14,660.21	14,776.16	11,786.44	13,966.89	14,082.84
774,000	13,570.05	16,065.38	16,181.48	12,980.04	15,371.26	15,487.36	12,390.04	14,677.14	14,793.24	11,800.04	13,983.02	14,099.12
775,000	13,585.69	16,083.91	16,200.16	12,995.00	15,388.99	15,505.24	12,404.32	14,694.07	14,810.32	11,813.64	13,999.15	14,115.40
776,000	13,601.33	16,102.44	16,218.84	13,009.96	15,406.72	15,523.12	12,418.60	14,711.00	14,827.40	11,827.24	14,015.28	14,131.68
777,000	13,616.97	16,120.97	16,237.52	13,024.92	15,424.45	15,541.00	12,432.88	14,727.93	14,844.48	11,840.84	14,031.41	14,147.96
778,000	13,632.61	16,139.50	16,256.20	13,039.88	15,442.18	15,558.88	12,447.16	14,744.86	14,861.56	11,854.44	14,047.54	14,164.24
779,000	13,648.25	16,158.03	16,274.88	13,054.84	15,459.91	15,576.76	12,461.44	14,761.79	14,878.64	11,868.04	14,063.67	14,180.52
780,000	13,663.89	16,176.56	16,293.56	13,069.80	15,477.64	15,594.64	12,475.72	14,778.72	14,895.72	11,881.64	14,079.80	14,196.80
781,000	13,679.53	16,195.09	16,312.24	13,084.76	15,495.37	15,612.52	12,490.00	14,795.65	14,912.80	11,895.24	14,095.93	14,213.08
782,000	13,695.17	16,213.62	16,330.92	13,099.72	15,513.10	15,630.40	12,504.28	14,812.58	14,929.88	11,908.84	14,112.06	14,229.36
783,000	13,710.81	16,232.15	16,349.60	13,114.68	15,530.83	15,648.28	12,518.56	14,829.51	14,946.96	11,922.44	14,128.19	14,245.64
784,000	13,726.45	16,250.68	16,368.28	13,129.64	15,548.56	15,666.16	12,532.84	14,846.44	14,964.04	11,936.04	14,144.32	14,261.92
785,000	13,742.09	16,269.21	16,386.96	13,144.60	15,566.29	15,684.04	12,547.12	14,863.37	14,981.12	11,949.64	14,160.45	14,278.20
786,000	13,757.73	16,287.74	16,405.64	13,159.56	15,584.02	15,701.92	12,561.40	14,880.30	14,998.20	11,963.24	14,176.58	14,294.48
787,000	13,773.37	16,306.27	16,424.32	13,174.52	15,601.75	15,719.80	12,575.68	14,897.23	15,015.28	11,976.84	14,192.71	14,310.76
788,000	13,789.01	16,324.80	16,443.00	13,189.48	15,619.48	15,737.68	12,589.96	14,914.16	15,032.36	11,990.44	14,208.84	14,327.04
789,000	13,804.65	16,343.33	16,461.68	13,204.44	15,637.21	15,755.56	12,604.24	14,931.09	15,049.44	12,004.04	14,224.97	14,343.32
790,000	13,820.29	16,361.86	16,480.36	13,219.40	15,654.94	15,773.44	12,618.52	14,948.02	15,066.52	12,017.64	14,241.10	14,359.60
791,000	13,835.93	16,380.39	16,499.04	13,234.36	15,672.67	15,791.32	12,632.80	14,964.95	15,083.60	12,031.24	14,257.23	14,375.88
792,000	13,851.57	16,398.92	16,517.72	13,249.32	15,690.40	15,809.20	12,647.08	14,981.88	15,100.68	12,044.84	14,273.36	14,392.16
793,000	13,867.21	16,417.45	16,536.40	13,264.28	15,708.13	15,827.08	12,661.36	14,998.81	15,117.76	12,058.44	14,289.49	14,408.44
794,000	13,882.85	16,435.98	16,555.08	13,279.24	15,725.86	15,844.96	12,675.64	15,015.74	15,134.84	12,072.04	14,305.62	14,424.72
795,000	13,898.49	16,454.51	16,573.76	13,294.20	15,743.59	15,862.84	12,689.92	15,032.67	15,151.92	12,085.64	14,321.75	14,441.00
796,000	13,914.13	16,473.04	16,592.44	13,309.16	15,761.32	15,880.72	12,704.20	15,049.60	15,169.00	12,099.24	14,337.88	14,457.28
797,000	13,929.77	16,491.57	16,611.12	13,324.12	15,779.05	15,898.60	12,718.48	15,066.53	15,186.08	12,112.84	14,354.01	14,473.56
798,000	13,945.41	16,510.10	16,629.80	13,339.08	15,796.78	15,916.48	12,732.76	15,083.46	15,203.16	12,126.44	14,370.14	14,489.84
799,000	13,961.05	16,528.63	16,648.48	13,354.04	15,814.51	15,934.36	12,747.04	15,100.39	15,220.24	12,140.04	14,386.27	14,506.12
800,000	13,976.69	16,547.16	16,667.16	13,369.00	15,832.24	15,952.24	12,761.32	15,117.32	15,237.32	12,153.64	14,402.40	14,522.40

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
801,000	13,992.33	16,565.69	16,685.84	13,383.96	15,849.97	15,970.12	12,775.60	15,134.25	15,254.40	12,167.24	14,418.53	14,538.68
802,000	14,007.97	16,584.22	16,704.52	13,398.92	15,867.70	15,988.00	12,789.88	15,151.18	15,271.48	12,180.84	14,434.66	14,554.96
803,000	14,023.61	16,602.75	16,723.20	13,413.88	15,885.43	16,005.88	12,804.16	15,168.11	15,288.56	12,194.44	14,450.79	14,571.24
804,000	14,039.25	16,621.28	16,741.88	13,428.84	15,903.16	16,023.76	12,818.44	15,185.04	15,305.64	12,208.04	14,466.92	14,587.52
805,000	14,054.89	16,639.81	16,760.56	13,443.80	15,920.89	16,041.64	12,832.72	15,201.97	15,322.72	12,221.64	14,483.05	14,603.80
806,000	14,070.53	16,658.34	16,779.24	13,458.76	15,938.62	16,059.52	12,847.00	15,218.90	15,339.80	12,235.24	14,499.18	14,620.08
807,000	14,086.17	16,676.87	16,797.92	13,473.72	15,956.35	16,077.40	12,861.28	15,235.83	15,356.88	12,248.84	14,515.31	14,636.36
808,000	14,101.81	16,695.40	16,816.60	13,488.68	15,974.08	16,095.28	12,875.56	15,252.76	15,373.96	12,262.44	14,531.44	14,652.64
809,000	14,117.45	16,713.93	16,835.28	13,503.64	15,991.81	16,113.16	12,889.84	15,269.69	15,391.04	12,276.04	14,547.57	14,668.92
810,000	14,133.09	16,732.46	16,853.96	13,518.60	16,009.54	16,131.04	12,904.12	15,286.62	15,408.12	12,289.64	14,563.70	14,685.20
811,000	14,148.73	16,750.99	16,872.64	13,533.56	16,027.27	16,148.92	12,918.40	15,303.55	15,425.20	12,303.24	14,579.83	14,701.48
812,000	14,164.37	16,769.52	16,891.32	13,548.52	16,045.00	16,166.80	12,932.68	15,320.48	15,442.28	12,316.84	14,595.96	14,717.76
813,000	14,180.01	16,788.05	16,910.00	13,563.48	16,062.73	16,184.68	12,946.96	15,337.41	15,459.36	12,330.44	14,612.09	14,734.04
814,000	14,195.65	16,806.58	16,928.68	13,578.44	16,080.46	16,202.56	12,961.24	15,354.34	15,476.44	12,344.04	14,628.22	14,750.32
815,000	14,211.29	16,825.11	16,947.36	13,593.40	16,098.19	16,220.44	12,975.52	15,371.27	15,493.52	12,357.64	14,644.35	14,766.60
816,000	14,226.93	16,843.64	16,966.04	13,608.36	16,115.92	16,238.32	12,989.80	15,388.20	15,510.60	12,371.24	14,660.48	14,782.88
817,000	14,242.57	16,862.17	16,984.72	13,623.32	16,133.65	16,256.20	13,004.08	15,405.13	15,527.68	12,384.84	14,676.61	14,799.16
818,000	14,258.21	16,880.70	17,003.40	13,638.28	16,151.38	16,274.08	13,018.36	15,422.06	15,544.76	12,398.44	14,692.74	14,815.44
819,000	14,273.85	16,899.23	17,022.08	13,653.24	16,169.11	16,291.96	13,032.64	15,438.99	15,561.84	12,412.04	14,708.87	14,831.72
820,000	14,289.49	16,917.76	17,040.76	13,668.20	16,186.84	16,309.84	13,046.92	15,455.92	15,578.92	12,425.64	14,725.00	14,848.00
821,000	14,305.13	16,936.29	17,059.44	13,683.16	16,204.57	16,327.72	13,061.20	15,472.85	15,596.00	12,439.24	14,741.13	14,864.28
822,000	14,320.77	16,954.82	17,078.12	13,698.12	16,222.30	16,345.60	13,075.48	15,489.78	15,613.08	12,452.84	14,757.26	14,880.56
823,000	14,336.41	16,973.35	17,096.80	13,713.08	16,240.03	16,363.48	13,089.76	15,506.71	15,630.16	12,466.44	14,773.39	14,896.84
824,000	14,352.05	16,991.88	17,115.48	13,728.04	16,257.76	16,381.36	13,104.04	15,523.64	15,647.24	12,480.04	14,789.52	14,913.12
825,000	14,367.69	17,010.41	17,134.16	13,743.00	16,275.49	16,399.24	13,118.32	15,540.57	15,664.32	12,493.64	14,805.65	14,929.40
826,000	14,383.33	17,028.94	17,152.84	13,757.96	16,293.22	16,417.12	13,132.60	15,557.50	15,681.40	12,507.24	14,821.78	14,945.68
827,000	14,398.97	17,047.47	17,171.52	13,772.92	16,310.95	16,435.00	13,146.88	15,574.43	15,698.48	12,520.84	14,837.91	14,961.96
828,000	14,414.61	17,066.00	17,190.20	13,787.88	16,328.68	16,452.88	13,161.16	15,591.36	15,715.56	12,534.44	14,854.04	14,978.24
829,000	14,430.25	17,084.53	17,208.88	13,802.84	16,346.41	16,470.76	13,175.44	15,608.29	15,732.64	12,548.04	14,870.17	14,994.52
830,000	14,445.89	17,103.06	17,227.56	13,817.80	16,364.14	16,488.64	13,189.72	15,625.22	15,749.72	12,561.64	14,886.30	15,010.80
831,000	14,461.53	17,121.59	17,246.24	13,832.76	16,381.87	16,506.52	13,204.00	15,642.15	15,766.80	12,575.24	14,902.43	15,027.08
832,000	14,477.17	17,140.12	17,264.92	13,847.72	16,399.60	16,524.40	13,218.28	15,659.08	15,783.88	12,588.84	14,918.56	15,043.36
833,000	14,492.81	17,158.65	17,283.60	13,862.68	16,417.33	16,542.28	13,232.56	15,676.01	15,800.96	12,602.44	14,934.69	15,059.64
834,000	14,508.45	17,177.18	17,302.28	13,877.64	16,435.06	16,560.16	13,246.84	15,692.94	15,818.04	12,616.04	14,950.82	15,075.92
835,000	14,524.09	17,195.71	17,320.96	13,892.60	16,452.79	16,578.04	13,261.12	15,709.87	15,835.12	12,629.64	14,966.95	15,092.20
836,000	14,539.73	17,214.24	17,339.64	13,907.56	16,470.52	16,595.92	13,275.40	15,726.80	15,852.20	12,643.24	14,983.08	15,108.48
837,000	14,555.37	17,232.77	17,358.32	13,922.52	16,488.25	16,613.80	13,289.68	15,743.73	15,869.28	12,656.84	14,999.21	15,124.76
838,000	14,571.01	17,251.30	17,377.00	13,937.48	16,505.98	16,631.68	13,303.96	15,760.66	15,886.36	12,670.44	15,015.34	15,141.04
839,000	14,586.65	17,269.83	17,395.68	13,952.44	16,523.71	16,649.56	13,318.24	15,777.59	15,903.44	12,684.04	15,031.47	15,157.32
840,000	14,602.29	17,288.36	17,414.36	13,967.40	16,541.44	16,667.44	13,332.52	15,794.52	15,920.52	12,697.64	15,047.60	15,173.60
841,000	14,617.93	17,306.89	17,433.04	13,982.36	16,559.17	16,685.32	13,346.80	15,811.45	15,937.60	12,711.24	15,063.73	15,189.88
842,000	14,633.57	17,325.42	17,451.72	13,997.32	16,576.90	16,703.20	13,361.08	15,828.38	15,954.68	12,724.84	15,079.86	15,206.16
843,000	14,649.21	17,343.95	17,470.40	14,012.28	16,594.63	16,721.08	13,375.36	15,845.31	15,971.76	12,738.44	15,095.99	15,222.44
844,000	14,664.85	17,362.48	17,489.08	14,027.24	16,612.36	16,738.96	13,389.64	15,862.24	15,988.84	12,752.04	15,112.12	15,238.72
845,000	14,680.49	17,381.01	17,507.76	14,042.20	16,630.09	16,756.84	13,403.92	15,879.17	16,005.92	12,765.64	15,128.25	15,255.00
846,000	14,696.13	17,399.54	17,526.44	14,057.16	16,647.82	16,774.72	13,418.20	15,896.10	16,023.00	12,779.24	15,144.38	15,271.28
847,000	14,711.77	17,418.07	17,545.12	14,072.12	16,665.55	16,792.60	13,432.48	15,913.03	16,040.08	12,792.84	15,160.51	15,287.56
848,000	14,727.41	17,436.60	17,563.80	14,087.08	16,683.28	16,810.48	13,446.76	15,929.96	16,057.16	12,806.44	15,176.64	15,303.84
849,000	14,743.05	17,455.13	17,582.48	14,102.04	16,701.01	16,828.36	13,461.04	15,946.89	16,074.24	12,820.04	15,192.77	15,320.12
850,000	14,758.69	17,473.66	17,601.16	14,117.00	16,718.74	16,846.24	13,475.32	15,963.82	16,091.32	12,833.64	15,208.90	15,336.40
851,000	14,774.33	17,492.19	17,619.84	14,131.96	16,736.47	16,864.12	13,489.60	15,980.75	16,108.40	12,847.24	15,225.03	15,352.68
852,000	14,789.97	17,510.72	17,638.52	14,146.92	16,754.20	16,882.00	13,503.88	15,997.68	16,125.48	12,860.84	15,241.16	15,368.96
853,000	14,805.61	17,529.25	17,657.20	14,161.88	16,771.93	16,899.88	13,518.16	16,014.61	16,142.56	12,874.44	15,257.29	15,385.24
854,000	14,821.25	17,547.78	17,675.88	14,176.84	16,789.66	16,917.76	13,532.44	16,031.54	16,159.64	12,888.04	15,273.42	15,401.52
855,000	14,836.89	17,566.31	17,694.56	14,191.80	16,807.39	16,935.64	13,546.72	16,048.47	16,176.72	12,901.64	15,289.55	15,417.80
856,000	14,852.53	17,584.84	17,713.24	14,206.76	16,825.12	16,953.52	13,561.00	16,065.40	16,193.80	12,915.24	15,305.68	15,434.08
857,000	14,868.17	17,603.37	17,731.92	14,221.72	16,842.85	16,971.40	13,575.28	16,082.33	16,210.88	12,928.84	15,321.81	15,450.36
858,000	14,883.81	17,621.90	17,750.60	14,236.68	16,860.58	16,989.28	13,589.56	16,099.26	16,227.96	12,942.44	15,337.94	15,466.64
859,000	14,899.45	17,640.43	17,769.28	14,251.64	16,878.31	17,007.16	13,603.84	16,116.19	16,245.04	12,956.04	15,354.07	15,482.92
860,000	14,915.09	17,658.96	17,787.96	14,266.60	16,896.04	17,025.04	13,618.12	16,133.12	16,262.12	12,969.64	15,370.20	15,499.20
861,000	14,930.73	17,677.49	17,806.64	14,281.56	16,913.77	17,042.92	13,632.40	16,150.05	16,279.20	12,983.24	15,386.33	15,515.48
862,000	14,946.37	17,696.02	17,825.32	14,296.52	16,931.50	17,060.80	13,646.68	16,166.98	16,296.28	12,996.84	15,402.46	15,531.76
863,000	14,962.01	17,714.55	17,844.00	14,311.48	16,949.23	17,078.68	13,660.96	16,183.91	16,313.36	13,010.44	15,418.59	15,548.04
864,000	14,977.65	17,733.08	17,862.68	14,326.44	16,966.96	17,096.56	13,675.24	16,200.84	16,330.44	13,024.04	15,434.72	15,564.32
865,000	14,993.29	17,751.61	17,881.36	14,341.40	16,984.69	17,114.44	13,689.52	16,217.77	16,347.52	13,037.64	15,450.85	15,580.60
866,000	15,008.93	17,770.14	17,900.04	14,356.36	17,002.42	17,132.32	13,703.80	16,234.70	16,364.60	13,051.24	15,466.98	15,596.88
867,000	15,024.57	17,788.67	17,918.72	14,371.32	17,020.15	17,150.20	13,718.08	16,251.63	16,381.68	13,064.84	15,483.11	15,613.16
868,000	15,040.21	17,807.20	17,937.40	14,386.28	17,037.88	17,168.08	13,732.36	16,268.56	16,398.76	13,078.44	15,499.24	15,629.44
869,000	15,055.85	17,825.73	17,956.08	14,401.24	17,055.61	17,185.96	13,746.64	16,285.49	16,415.84	13,092.04	15,515.37	15,645.72
870,000	15,071.49	17,844.26	17,974.76	14,416.20	17,073.34	17,203.84	13,760.92	16,302.42	16,432.92	13,105.64	15,531.50	15,662.00
871,000	15,087.13	17,862.79	17,993.44	14,431.16	17,091.07	17,221.72	13,775.20	16,319.35	16,450.00	13,119.24	15,547.63	15,678.28
872,000	15,102.77	17,881.32	18,012.12	14,446.12	17,108.80	17,239.60	13,789.48	16,336.28	16,467.08	13,132.84	15,563.76	15,694.56
873,000	15,118.41	17,899.85	18,030.80	14,461.08	17,126.53	17,257.48	13,803.76	16,353.21	16,484.16	13,146.44	15,579.89	15,710.84
874,000	15,134.05	17,918.38	18,049.48	14,476.04	17,144.26	17,275.36	13,818.04	16,370.14	16,501.24	13,160.04	15,596.02	15,727.12
875,000	15,149.69	17,936.91	18,068.16	14,491.00	17,161.99	17,293.24	13,832.32	16,387.07	16,518.32	13,173.64	15,612.15	15,743.40
876,000	15,165.33	17,955.44	18,086.84	14,505.96	17,179.72	17,311.12	13,846.60	16,404.00	16,535.40	13,187.24	15,628.28	15,759.68
877,000	15,180.97	17,973.97	18,105.52	14,520.92	17,197.45	17,329.00	13,860.88	16,420.93	16,552.48	13,200.84	15,644.41	15,775.96
878,000	15,196.61	17,992.50	18,124.20	14,535.88	17,215.18	17,346.88	13,875.16	16,437.86	16,569.56	13,214.44	15,660.54	15,792.24
879,000	15,212.25	18,011.03	18,142.88	14,550.84	17,232.91	17,364.76	13,889.44	16,454.79	16,586.64	13,228.04	15,676.67	15,808.52
880,000	15,227.89	18,029.56	18,161.56	14,565.80	17,250.64	17,382.64	13,903.72	16,471.72	16,603.72	13,241.64	15,692.80	15,824.80
881,000	15,243.53	18,048.09	18,180.24	14,580.76	17,268.37	17,400.52	13,918.00	16,488.65	16,620.80	13,255.24	15,708.93	15,841.08
882,000	15,259.17	18,066.62	18,198.92	14,595.72	17,286.10	17,418.40	13,932.28	16,505.58	16,637.88	13,268.84	15,725.06	15,857.36
883,000	15,274.81	18,085.15	18,217.60	14,610.68	17,303.83	17,436.28	13,946.56	16,522.51	16,654.96	13,282.44	15,741.19	15,873.64
884,000	15,290.45	18,103.68	18,236.28	14,625.64	17,321.56	17,454.16	13,960.84	16,539.44	16,672.04	13,296.04	15,757.32	15,889.92

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
885,000	15,306.09	18,122.21	18,254.96	14,640.60	17,339.29	17,472.04	13,975.12	16,556.37	16,689.12	13,309.64	15,773.45	15,906.20
886,000	15,321.73	18,140.74	18,273.64	14,655.56	17,357.02	17,489.92	13,989.40	16,573.30	16,706.20	13,323.24	15,789.58	15,922.48
887,000	15,337.37	18,159.27	18,292.32	14,670.52	17,374.75	17,507.80	14,003.68	16,590.23	16,723.28	13,336.84	15,805.71	15,938.76
888,000	15,353.01	18,177.80	18,311.00	14,685.48	17,392.48	17,525.68	14,017.96	16,607.16	16,740.36	13,350.44	15,821.84	15,955.04
889,000	15,368.65	18,196.33	18,329.68	14,700.44	17,410.21	17,543.56	14,032.24	16,624.09	16,757.44	13,364.04	15,837.97	15,971.32
890,000	15,384.29	18,214.86	18,348.36	14,715.40	17,427.94	17,561.44	14,046.52	16,641.02	16,774.52	13,377.64	15,854.10	15,987.60
891,000	15,399.93	18,233.39	18,367.04	14,730.36	17,445.67	17,579.32	14,060.80	16,657.95	16,791.60	13,391.24	15,870.23	16,003.88
892,000	15,415.57	18,251.92	18,385.72	14,745.32	17,463.40	17,597.20	14,075.08	16,674.88	16,808.68	13,404.84	15,886.36	16,020.16
893,000	15,431.21	18,270.45	18,404.40	14,760.28	17,481.13	17,615.08	14,089.36	16,691.81	16,825.76	13,418.44	15,902.49	16,036.44
894,000	15,446.85	18,288.98	18,423.08	14,775.24	17,498.86	17,632.96	14,103.64	16,708.74	16,842.84	13,432.04	15,918.62	16,052.72
895,000	15,462.49	18,307.51	18,441.76	14,790.20	17,516.59	17,650.84	14,117.92	16,725.67	16,859.92	13,445.64	15,934.75	16,069.00
896,000	15,478.13	18,326.04	18,460.44	14,805.16	17,534.32	17,668.72	14,132.20	16,742.60	16,877.00	13,459.24	15,950.88	16,085.28
897,000	15,493.77	18,344.57	18,479.12	14,820.12	17,552.05	17,686.60	14,146.48	16,759.53	16,894.08	13,472.84	15,967.01	16,101.56
898,000	15,509.41	18,363.10	18,497.80	14,835.08	17,569.78	17,704.48	14,160.76	16,776.46	16,911.16	13,486.44	15,983.14	16,117.84
899,000	15,525.05	18,381.63	18,516.48	14,850.04	17,587.51	17,722.36	14,175.04	16,793.39	16,928.24	13,500.04	15,999.27	16,134.12
900,000	15,540.69	18,400.16	18,535.16	14,865.00	17,605.24	17,740.24	14,189.32	16,810.32	16,945.32	13,513.64	16,015.40	16,150.40
901,000	15,556.33	18,418.69	18,553.84	14,879.96	17,622.97	17,758.12	14,203.60	16,827.25	16,962.40	13,527.24	16,031.53	16,166.68
902,000	15,571.97	18,437.22	18,572.52	14,894.92	17,640.70	17,776.00	14,217.88	16,844.18	16,979.48	13,540.84	16,047.66	16,182.96
903,000	15,587.61	18,455.75	18,591.20	14,909.88	17,658.43	17,793.88	14,232.16	16,861.11	16,996.56	13,554.44	16,063.79	16,199.24
904,000	15,603.25	18,474.28	18,609.88	14,924.84	17,676.16	17,811.76	14,246.44	16,878.04	17,013.64	13,568.04	16,079.92	16,215.52
905,000	15,618.89	18,492.81	18,628.56	14,939.80	17,693.89	17,829.64	14,260.72	16,894.97	17,030.72	13,581.64	16,096.05	16,231.80
906,000	15,634.53	18,511.34	18,647.24	14,954.76	17,711.62	17,847.52	14,275.00	16,911.90	17,047.80	13,595.24	16,112.18	16,248.08
907,000	15,650.17	18,529.87	18,665.92	14,969.72	17,729.35	17,865.40	14,289.28	16,928.83	17,064.88	13,608.84	16,128.31	16,264.36
908,000	15,665.81	18,548.40	18,684.60	14,984.68	17,747.08	17,883.28	14,303.56	16,945.76	17,081.96	13,622.44	16,144.44	16,280.64
909,000	15,681.45	18,566.93	18,703.28	14,999.64	17,764.81	17,901.16	14,317.84	16,962.69	17,099.04	13,636.04	16,160.57	16,296.92
910,000	15,697.09	18,585.46	18,721.96	15,014.60	17,782.54	17,919.04	14,332.12	16,979.62	17,116.12	13,649.64	16,176.70	16,313.20
911,000	15,712.73	18,603.99	18,740.64	15,029.56	17,800.27	17,936.92	14,346.40	16,996.55	17,133.20	13,663.24	16,192.83	16,329.48
912,000	15,728.37	18,622.52	18,759.32	15,044.52	17,818.00	17,954.80	14,360.68	17,013.48	17,150.28	13,676.84	16,208.96	16,345.76
913,000	15,744.01	18,641.05	18,778.00	15,059.48	17,835.73	17,972.68	14,374.96	17,030.41	17,167.36	13,690.44	16,225.09	16,362.04
914,000	15,759.65	18,659.58	18,796.68	15,074.44	17,853.46	17,990.56	14,389.24	17,047.34	17,184.44	13,704.04	16,241.22	16,378.32
915,000	15,775.29	18,678.11	18,815.36	15,089.40	17,871.19	18,008.44	14,403.52	17,064.27	17,201.52	13,717.64	16,257.35	16,394.60
916,000	15,790.93	18,696.64	18,834.04	15,104.36	17,888.92	18,026.32	14,417.80	17,081.20	17,218.60	13,731.24	16,273.48	16,410.88
917,000	15,806.57	18,715.17	18,852.72	15,119.32	17,906.65	18,044.20	14,432.08	17,098.13	17,235.68	13,744.84	16,289.61	16,427.16
918,000	15,822.21	18,733.70	18,871.40	15,134.28	17,924.38	18,062.08	14,446.36	17,115.06	17,252.76	13,758.44	16,305.74	16,443.44
919,000	15,837.85	18,752.23	18,890.08	15,149.24	17,942.11	18,079.96	14,460.64	17,131.99	17,269.84	13,772.04	16,321.87	16,459.72
920,000	15,853.49	18,770.76	18,908.76	15,164.20	17,959.84	18,097.84	14,474.92	17,148.92	17,286.92	13,785.64	16,338.00	16,476.00
921,000	15,869.13	18,789.29	18,927.44	15,179.16	17,977.57	18,115.72	14,489.20	17,165.85	17,304.00	13,799.24	16,354.13	16,492.28
922,000	15,884.77	18,807.82	18,946.12	15,194.12	17,995.30	18,133.60	14,503.48	17,182.78	17,321.08	13,812.84	16,370.26	16,508.56
923,000	15,900.41	18,826.35	18,964.80	15,209.08	18,013.03	18,151.48	14,517.76	17,199.71	17,338.16	13,826.44	16,386.39	16,524.84
924,000	15,916.05	18,844.88	18,983.48	15,224.04	18,030.76	18,169.36	14,532.04	17,216.64	17,355.24	13,840.04	16,402.52	16,541.12
925,000	15,931.69	18,863.41	19,002.16	15,239.00	18,048.49	18,187.24	14,546.32	17,233.57	17,372.32	13,853.64	16,418.65	16,557.40
926,000	15,947.33	18,881.94	19,020.84	15,253.96	18,066.22	18,205.12	14,560.60	17,250.50	17,389.40	13,867.24	16,434.78	16,573.68
927,000	15,962.97	18,900.47	19,039.52	15,268.92	18,083.95	18,223.00	14,574.88	17,267.43	17,406.48	13,880.84	16,450.91	16,589.96
928,000	15,978.61	18,919.00	19,058.20	15,283.88	18,101.68	18,240.88	14,589.16	17,284.36	17,423.56	13,894.44	16,467.04	16,606.24
929,000	15,994.25	18,937.53	19,076.88	15,298.84	18,119.41	18,258.76	14,603.44	17,301.29	17,440.64	13,908.04	16,483.17	16,622.52
930,000	16,009.89	18,956.06	19,095.56	15,313.80	18,137.14	18,276.64	14,617.72	17,318.22	17,457.72	13,921.64	16,499.30	16,638.80
931,000	16,025.53	18,974.59	19,114.24	15,328.76	18,154.87	18,294.52	14,632.00	17,335.15	17,474.80	13,935.24	16,515.43	16,655.08
932,000	16,041.17	18,993.12	19,132.92	15,343.72	18,172.60	18,312.40	14,646.28	17,352.08	17,491.88	13,948.84	16,531.56	16,671.36
933,000	16,056.81	19,011.65	19,151.60	15,358.68	18,190.33	18,330.28	14,660.56	17,369.01	17,508.96	13,962.44	16,547.69	16,687.64
934,000	16,072.45	19,030.18	19,170.28	15,373.64	18,208.06	18,348.16	14,674.84	17,385.94	17,526.04	13,976.04	16,563.82	16,703.92
935,000	16,088.09	19,048.71	19,188.96	15,388.60	18,225.79	18,366.04	14,689.12	17,402.87	17,543.12	13,989.64	16,579.95	16,720.20
936,000	16,103.73	19,067.24	19,207.64	15,403.56	18,243.52	18,383.92	14,703.40	17,419.80	17,560.20	14,003.24	16,596.08	16,736.48
937,000	16,119.37	19,085.77	19,226.32	15,418.52	18,261.25	18,401.80	14,717.68	17,436.73	17,577.28	14,016.84	16,612.21	16,752.76
938,000	16,135.01	19,104.30	19,245.00	15,433.48	18,278.98	18,419.68	14,731.96	17,453.66	17,594.36	14,030.44	16,628.34	16,769.04
939,000	16,150.65	19,122.83	19,263.68	15,448.44	18,296.71	18,437.56	14,746.24	17,470.59	17,611.44	14,044.04	16,644.47	16,785.32
940,000	16,166.29	19,141.36	19,282.36	15,463.40	18,314.44	18,455.44	14,760.52	17,487.52	17,628.52	14,057.64	16,660.60	16,801.60
941,000	16,181.93	19,159.89	19,301.04	15,478.36	18,332.17	18,473.32	14,774.80	17,504.45	17,645.60	14,071.24	16,676.73	16,817.88
942,000	16,197.57	19,178.42	19,319.72	15,493.32	18,349.90	18,491.20	14,789.08	17,521.38	17,662.68	14,084.84	16,692.86	16,834.16
943,000	16,213.21	19,196.95	19,338.40	15,508.28	18,367.63	18,509.08	14,803.36	17,538.31	17,679.76	14,098.44	16,708.99	16,850.44
944,000	16,228.85	19,215.48	19,357.08	15,523.24	18,385.36	18,526.96	14,817.64	17,555.24	17,696.84	14,112.04	16,725.12	16,866.72
945,000	16,244.49	19,234.01	19,375.76	15,538.20	18,403.09	18,544.84	14,831.92	17,572.17	17,713.92	14,125.64	16,741.25	16,883.00
946,000	16,260.13	19,252.54	19,394.44	15,553.16	18,420.82	18,562.72	14,846.20	17,589.10	17,731.00	14,139.24	16,757.38	16,899.28
947,000	16,275.77	19,271.07	19,413.12	15,568.12	18,438.55	18,580.60	14,860.48	17,606.03	17,748.08	14,152.84	16,773.51	16,915.56
948,000	16,291.41	19,289.60	19,431.80	15,583.08	18,456.28	18,598.48	14,874.76	17,622.96	17,765.16	14,166.44	16,789.64	16,931.84
949,000	16,307.05	19,308.13	19,450.48	15,598.04	18,474.01	18,616.36	14,889.04	17,639.89	17,782.24	14,180.04	16,805.77	16,948.12
950,000	16,322.69	19,326.66	19,469.16	15,613.00	18,491.74	18,634.24	14,903.32	17,656.82	17,799.32	14,193.64	16,821.90	16,964.40
951,000	16,338.33	19,345.19	19,487.84	15,627.96	18,509.47	18,652.12	14,917.60	17,673.75	17,816.40	14,207.24	16,838.03	16,980.68
952,000	16,353.97	19,363.72	19,506.52	15,642.92	18,527.20	18,670.00	14,931.88	17,690.68	17,833.48	14,220.84	16,854.16	16,996.96
953,000	16,369.61	19,382.25	19,525.20	15,657.88	18,544.93	18,687.88	14,946.16	17,707.61	17,850.56	14,234.44	16,870.29	17,013.24
954,000	16,385.25	19,400.78	19,543.88	15,672.84	18,562.66	18,705.76	14,960.44	17,724.54	17,867.64	14,248.04	16,886.42	17,029.52
955,000	16,400.89	19,419.31	19,562.56	15,687.80	18,580.39	18,723.64	14,974.72	17,741.47	17,884.72	14,261.64	16,902.55	17,045.80
956,000	16,416.53	19,437.84	19,581.24	15,702.76	18,598.12	18,741.52	14,989.00	17,758.40	17,901.80	14,275.24	16,918.68	17,062.08
957,000	16,432.17	19,456.37	19,599.92	15,717.72	18,615.85	18,759.40	15,003.28	17,775.33	17,918.88	14,288.84	16,934.81	17,078.36
958,000	16,447.81	19,474.90	19,618.60	15,732.68	18,633.58	18,777.28	15,017.56	17,792.26	17,935.96	14,302.44	16,950.94	17,094.64
959,000	16,463.45	19,493.43	19,637.28	15,747.64	18,651.31	18,795.16	15,031.84	17,809.19	17,953.04	14,316.04	16,967.07	17,110.92
960,000	16,479.09	19,511.96	19,655.96	15,762.60	18,669.04	18,813.04	15,046.12	17,826.12	17,970.12	14,329.64	16,983.20	17,127.20
961,000	16,494.73	19,530.49	19,674.64	15,777.56	18,686.77	18,830.92	15,060.40	17,843.05	17,987.20	14,343.24	16,999.33	17,143.48
962,000	16,510.37	19,549.02	19,693.32	15,792.52	18,704.50	18,848.80	15,074.68	17,859.98	18,004.28	14,356.84	17,015.46	17,159.76
963,000	16,526.01	19,567.55	19,712.00	15,807.48	18,722.23	18,866.68	15,088.96	17,876.91	18,021.36	14,370.44	17,031.59	17,176.04
964,000	16,541.65	19,586.08	19,730.68	15,822.44	18,739.96	18,884.56	15,103.24	17,893.84	18,038.44	14,384.04	17,047.72	17,192.32
965,000	16,557.29	19,604.61	19,749.36	15,837.40	18,757.69	18,902.44	15,117.52	17,910.77	18,055.52	14,397.64	17,063.85	17,208.60
966,000	16,572.93	19,623.14	19,768.04	15,852.36	18,775.42	18,920.32	15,131.80	17,927.70	18,072.60	14,411.24	17,079.98	17,224.88
967,000	16,588.57	19,641.67	19,786.72	15,867.32	18,793.15	18,938.20	15,146.08	17,944.63	18,089.68	14,424.84	17,096.11	17,241.16
968,000	16,604.21	19,660.20	19,805.40	15,882.28	18,810.88	18,956.08	15,160.36	17,961.56	18,106.76	14,438.44	17,112.24	17,257.44

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
969,000	16,619.85	19,678.73	19,824.08	15,897.24	18,828.61	18,973.96	15,174.64	17,978.49	18,123.84	14,452.04	17,128.37	17,273.72
970,000	16,635.49	19,697.26	19,842.76	15,912.20	18,846.34	18,991.84	15,188.92	17,995.42	18,140.92	14,465.64	17,144.50	17,290.00
971,000	16,651.13	19,715.79	19,861.44	15,927.16	18,864.07	19,009.72	15,203.20	18,012.35	18,158.00	14,479.24	17,160.63	17,306.28
972,000	16,666.77	19,734.32	19,880.12	15,942.12	18,881.80	19,027.60	15,217.48	18,029.28	18,175.08	14,492.84	17,176.76	17,322.56
973,000	16,682.41	19,752.85	19,898.80	15,957.08	18,899.53	19,045.48	15,231.76	18,046.21	18,192.16	14,506.44	17,192.89	17,338.84
974,000	16,698.05	19,771.38	19,917.48	15,972.04	18,917.26	19,063.36	15,246.04	18,063.14	18,209.24	14,520.04	17,209.02	17,355.12
975,000	16,713.69	19,789.91	19,936.16	15,987.00	18,934.99	19,081.24	15,260.32	18,080.07	18,226.32	14,533.64	17,225.15	17,371.40
976,000	16,729.33	19,808.44	19,954.84	16,001.96	18,952.72	19,099.12	15,274.60	18,097.00	18,243.40	14,547.24	17,241.28	17,387.68
977,000	16,744.97	19,826.97	19,973.52	16,016.92	18,970.45	19,117.00	15,288.88	18,113.93	18,260.48	14,560.84	17,257.41	17,403.96
978,000	16,760.61	19,845.50	19,992.20	16,031.88	18,988.18	19,134.88	15,303.16	18,130.86	18,277.56	14,574.44	17,273.54	17,420.24
979,000	16,776.25	19,864.03	20,010.88	16,046.84	19,005.91	19,152.76	15,317.44	18,147.79	18,294.64	14,588.04	17,289.67	17,436.52
980,000	16,791.89	19,882.56	20,029.56	16,061.80	19,023.64	19,170.64	15,331.72	18,164.72	18,311.72	14,601.64	17,305.80	17,452.80
981,000	16,807.53	19,901.09	20,048.24	16,076.76	19,041.37	19,188.52	15,346.00	18,181.65	18,328.80	14,615.24	17,321.93	17,469.08
982,000	16,823.17	19,919.62	20,066.92	16,091.72	19,059.10	19,206.40	15,360.28	18,198.58	18,345.88	14,628.84	17,338.06	17,485.36
983,000	16,838.81	19,938.15	20,085.60	16,106.68	19,076.83	19,224.28	15,374.56	18,215.51	18,362.96	14,642.44	17,354.19	17,501.64
984,000	16,854.45	19,956.68	20,104.28	16,121.64	19,094.56	19,242.16	15,388.84	18,232.44	18,380.04	14,656.04	17,370.32	17,517.92
985,000	16,870.09	19,975.21	20,122.96	16,136.60	19,112.29	19,260.04	15,403.12	18,249.37	18,397.12	14,669.64	17,386.45	17,534.20
986,000	16,885.73	19,993.74	20,141.64	16,151.56	19,130.02	19,277.92	15,417.40	18,266.30	18,414.20	14,683.24	17,402.58	17,550.48
987,000	16,901.37	20,012.27	20,160.32	16,166.52	19,147.75	19,295.80	15,431.68	18,283.23	18,431.28	14,696.84	17,418.71	17,566.76
988,000	16,917.01	20,030.80	20,179.00	16,181.48	19,165.48	19,313.68	15,445.96	18,300.16	18,448.36	14,710.44	17,434.84	17,583.04
989,000	16,932.65	20,049.33	20,197.68	16,196.44	19,183.21	19,331.56	15,460.24	18,317.09	18,465.44	14,724.04	17,450.97	17,599.32
990,000	16,948.29	20,067.86	20,216.36	16,211.40	19,200.94	19,349.44	15,474.52	18,334.02	18,482.52	14,737.64	17,467.10	17,615.60
991,000	16,963.93	20,086.39	20,235.04	16,226.36	19,218.67	19,367.32	15,488.80	18,350.95	18,499.60	14,751.24	17,483.23	17,631.88
992,000	16,979.57	20,104.92	20,253.72	16,241.32	19,236.40	19,385.20	15,503.08	18,367.88	18,516.68	14,764.84	17,499.36	17,648.16
993,000	16,995.21	20,123.45	20,272.40	16,256.28	19,254.13	19,403.08	15,517.36	18,384.81	18,533.76	14,778.44	17,515.49	17,664.44
994,000	17,010.85	20,141.98	20,291.08	16,271.24	19,271.86	19,420.96	15,531.64	18,401.74	18,550.84	14,792.04	17,531.62	17,680.72
995,000	17,026.49	20,160.51	20,309.76	16,286.20	19,289.59	19,438.84	15,545.92	18,418.67	18,567.92	14,805.64	17,547.75	17,697.00
996,000	17,042.13	20,179.04	20,328.44	16,301.16	19,307.32	19,456.72	15,560.20	18,435.60	18,585.00	14,819.24	17,563.88	17,713.28
997,000	17,057.77	20,197.57	20,347.12	16,316.12	19,325.05	19,474.60	15,574.48	18,452.53	18,602.08	14,832.84	17,580.01	17,729.56
998,000	17,073.41	20,216.10	20,365.80	16,331.08	19,342.78	19,492.48	15,588.76	18,469.46	18,619.16	14,846.44	17,596.14	17,745.84
999,000	17,089.05	20,234.63	20,384.48	16,346.04	19,360.51	19,510.36	15,603.04	18,486.39	18,636.24	14,860.04	17,612.27	17,762.12
1,000,000	17,104.69	20,253.16	20,403.16	16,361.00	19,378.24	19,528.24	15,617.32	18,503.32	18,653.32	14,873.64	17,628.40	17,778.40
1,010,000	17,261.09	20,438.46	20,589.96	16,510.60	19,555.54	19,707.04	15,760.12	18,672.62	18,824.12	15,009.64	17,789.70	17,941.20
1,020,000	17,417.49	20,623.76	20,776.76	16,660.20	19,732.84	19,885.84	15,902.92	18,841.92	18,994.92	15,145.64	17,951.00	18,104.00
1,030,000	17,573.89	20,809.06	20,963.56	16,809.80	19,910.14	20,064.64	16,045.72	19,011.22	19,165.72	15,281.64	18,112.30	18,266.80
1,040,000	17,730.29	20,994.36	21,150.36	16,959.40	20,087.44	20,243.44	16,188.52	19,180.52	19,336.52	15,417.64	18,273.60	18,429.60
1,050,000	17,886.69	21,179.66	21,337.16	17,109.00	20,264.74	20,422.24	16,331.32	19,349.82	19,507.32	15,553.64	18,434.90	18,592.40
1,060,000	18,043.09	21,364.96	21,523.96	17,258.60	20,442.04	20,601.04	16,474.12	19,519.12	19,678.12	15,689.64	18,596.20	18,755.20
1,070,000	18,199.49	21,550.26	21,710.76	17,408.20	20,619.34	20,779.84	16,616.92	19,688.42	19,848.92	15,825.64	18,757.50	18,918.00
1,080,000	18,355.89	21,735.56	21,897.56	17,557.80	20,796.64	20,958.64	16,759.72	19,857.72	20,019.72	15,961.64	18,918.80	19,080.80
1,090,000	18,512.29	21,920.86	22,084.36	17,707.40	20,973.94	21,137.44	16,902.52	20,027.02	20,190.52	16,097.64	19,080.10	19,243.60
1,100,000	18,668.69	22,106.16	22,271.16	17,857.00	21,151.24	21,316.24	17,045.32	20,196.32	20,361.32	16,233.64	19,241.40	19,406.40
1,110,000	18,825.09	22,291.46	22,457.96	18,006.60	21,328.54	21,495.04	17,188.12	20,365.62	20,532.12	16,369.64	19,402.70	19,569.20
1,120,000	18,981.49	22,476.76	22,644.76	18,156.20	21,505.84	21,673.84	17,330.92	20,534.92	20,702.92	16,505.64	19,564.00	19,732.00
1,130,000	19,137.89	22,662.06	22,831.56	18,305.80	21,683.14	21,852.64	17,473.72	20,704.22	20,873.72	16,641.64	19,725.30	19,894.80
1,140,000	19,294.29	22,847.36	23,018.36	18,455.40	21,860.44	22,031.44	17,616.52	20,873.52	21,044.52	16,777.64	19,886.60	20,057.60
1,150,000	19,450.69	23,032.66	23,205.16	18,605.00	22,037.74	22,210.24	17,759.32	21,042.82	21,215.32	16,913.64	20,047.90	20,220.40
1,160,000	19,607.09	23,217.96	23,391.96	18,754.60	22,215.04	22,389.04	17,902.12	21,212.12	21,386.12	17,049.64	20,209.20	20,383.20
1,170,000	19,763.49	23,403.26	23,578.76	18,904.20	22,392.34	22,567.84	18,044.92	21,381.42	21,556.92	17,185.64	20,370.50	20,546.00
1,180,000	19,919.89	23,588.56	23,765.56	19,053.80	22,569.64	22,746.64	18,187.72	21,550.72	21,727.72	17,321.64	20,531.80	20,708.80
1,190,000	20,076.29	23,773.86	23,952.36	19,203.40	22,746.94	22,925.44	18,330.52	21,720.02	21,898.52	17,457.64	20,693.10	20,871.60
1,200,000	20,232.69	23,959.16	24,139.16	19,353.00	22,924.24	23,104.24	18,473.32	21,889.32	22,069.32	17,593.64	20,854.40	21,034.40
1,210,000	20,389.09	24,144.46	24,325.96	19,502.60	23,101.54	23,283.04	18,616.12	22,058.62	22,240.12	17,729.64	21,015.70	21,197.20
1,220,000	20,545.49	24,329.76	24,512.76	19,652.20	23,278.84	23,461.84	18,758.92	22,227.92	22,410.92	17,865.64	21,177.00	21,360.00
1,230,000	20,701.89	24,515.06	24,699.56	19,801.80	23,456.14	23,640.64	18,901.72	22,397.22	22,581.72	18,001.64	21,338.30	21,522.80
1,240,000	20,858.29	24,700.36	24,886.36	19,951.40	23,633.44	23,819.44	19,044.52	22,566.52	22,752.52	18,137.64	21,499.60	21,685.60
1,250,000	21,014.69	24,885.66	25,073.16	20,101.00	23,810.74	23,998.24	19,187.32	22,735.82	22,923.32	18,273.64	21,660.90	21,848.40
1,260,000	21,171.09	25,070.96	25,259.96	20,250.60	23,988.04	24,177.04	19,330.12	22,905.12	23,094.12	18,409.64	21,822.20	22,011.20
1,270,000	21,327.49	25,256.26	25,446.76	20,400.20	24,165.34	24,355.84	19,472.92	23,074.42	23,264.92	18,545.64	21,983.50	22,174.00
1,280,000	21,483.89	25,441.56	25,633.56	20,549.80	24,342.64	24,534.64	19,615.72	23,243.72	23,435.72	18,681.64	22,144.80	22,336.80
1,290,000	21,640.29	25,626.86	25,820.36	20,699.40	24,519.94	24,713.44	19,758.52	23,413.02	23,606.52	18,817.64	22,306.10	22,499.60
1,300,000	21,796.69	25,812.16	26,007.16	20,849.00	24,697.24	24,892.24	19,901.32	23,582.32	23,777.32	18,953.64	22,467.40	22,662.40
1,310,000	21,953.09	25,997.46	26,193.96	20,998.60	24,874.54	25,071.04	20,044.12	23,751.62	23,948.12	19,089.64	22,628.70	22,825.20
1,320,000	22,109.49	26,182.76	26,380.76	21,148.20	25,051.84	25,249.84	20,186.92	23,920.92	24,118.92	19,225.64	22,790.00	22,988.00
1,330,000	22,265.89	26,368.06	26,567.56	21,297.80	25,229.14	25,428.64	20,329.72	24,090.22	24,289.72	19,361.64	22,951.30	23,150.80
1,340,000	22,422.29	26,553.36	26,754.36	21,447.40	25,406.44	25,607.44	20,472.52	24,259.52	24,460.52	19,497.64	23,112.60	23,313.60
1,350,000	22,578.69	26,738.66	26,941.16	21,597.00	25,583.74	25,786.24	20,615.32	24,428.82	24,631.32	19,633.64	23,273.90	23,476.40
1,360,000	22,735.09	26,923.96	27,127.96	21,746.60	25,761.04	25,965.04	20,758.12	24,598.12	24,802.12	19,769.64	23,435.20	23,639.20
1,370,000	22,891.49	27,109.26	27,314.76	21,896.20	25,938.34	26,143.84	20,900.92	24,767.42	24,972.92	19,905.64	23,596.50	23,802.00
1,380,000	23,047.89	27,294.56	27,501.56	22,045.80	26,115.64	26,322.64	21,043.72	24,936.72	25,143.72	20,041.64	23,757.80	23,964.80
1,390,000	23,204.29	27,479.86	27,688.36	22,195.40	26,292.94	26,501.44	21,186.52	25,106.02	25,314.52	20,177.64	23,919.10	24,127.60
1,400,000	23,360.69	27,665.16	27,875.16	22,345.00	26,470.24	26,680.24	21,329.32	25,275.32	25,485.32	20,313.64	24,080.40	24,290.40
1,410,000	23,517.09	27,850.46	28,061.96	22,494.60	26,647.54	26,859.04	21,472.12	25,444.62	25,656.12	20,449.64	24,241.70	24,453.20
1,420,000	23,673.49	28,035.76	28,248.76	22,644.20	26,824.84	27,037.84	21,614.92	25,613.92	25,826.92	20,585.64	24,403.00	24,616.00
1,430,000	23,829.89	28,221.06	28,435.56	22,793.80	27,002.14	27,216.64	21,757.72	25,783.22	25,997.72	20,721.64	24,564.30	24,778.80
1,440,000	23,986.29	28,406.36	28,622.36	22,943.40	27,179.44	27,395.44	21,900.52	25,952.52	26,168.52	20,857.64	24,725.60	24,941.60
1,450,000	24,142.69	28,591.66	28,809.16	23,093.00	27,356.74	27,574.24	22,043.32	26,121.82	26,339.32	20,993.64	24,886.90	25,104.40
1,460,000	24,299.09	28,776.96	28,995.96	23,242.60	27,534.04	27,753.04	22,186.12	26,291.12	26,510.12	21,129.64	25,048.20	25,267.20
1,470,000	24,455.49	28,962.26	29,182.76	23,392.20	27,711.34	27,931.84	22,328.92	26,460.42	26,680.92	21,265.64	25,209.50	25,430.00
1,480,000	24,611.89	29,147.56	29,369.56	23,541.80	27,888.64	28,110.64	22,471.72	26,629.72	26,851.72	21,401.64	25,370.80	25,592.80
1,490,000	24,768.29	29,332.86	29,556.36	23,691.40	28,065.94	28,289.44	22,614.52	26,799.02	27,022.52	21,537.64	25,532.10	25,755.60
1,500,000	24,924.69	29,518.16	29,743.16	23,841.00	28,243.24	28,468.24	22,757.32	26,968.32	27,193.32	21,673.64	25,693.40	25,918.40
1,510,000	25,081.09	29,703.46	29,929.96	23,990.60	28,420.54	28,647.04	22,900.12	27,137.62	27,364.12	21,809.64	25,854.70	26,081.20
1,520,000	25,237.49	29,888.76	30,116.76	24,140.20	28,597.84	28,825.84	23,042.92	27,306.92	27,534.92	21,945.64	26,016.00	26,244.00

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
1,530,000	25,393.89	30,074.06	30,303.56	24,289.80	28,775.14	29,004.64	23,185.72	27,476.22	27,705.72	22,081.64	26,177.30	26,406.80
1,540,000	25,550.29	30,259.36	30,490.36	24,439.40	28,952.44	29,183.44	23,328.52	27,645.52	27,876.52	22,217.64	26,338.60	26,569.60
1,550,000	25,706.69	30,444.66	30,677.16	24,589.00	29,129.74	29,362.24	23,471.32	27,814.82	28,047.32	22,353.64	26,499.90	26,732.40
1,560,000	25,863.09	30,629.96	30,863.96	24,738.60	29,307.04	29,541.04	23,614.12	27,984.12	28,218.12	22,489.64	26,661.20	26,895.20
1,570,000	26,019.49	30,815.26	31,050.76	24,888.20	29,484.34	29,719.84	23,756.92	28,153.42	28,388.92	22,625.64	26,822.50	27,058.00
1,580,000	26,175.89	31,000.56	31,237.56	25,037.80	29,661.64	29,898.64	23,899.72	28,322.72	28,559.72	22,761.64	26,983.80	27,220.80
1,590,000	26,332.29	31,185.86	31,424.36	25,187.40	29,838.94	30,077.44	24,042.52	28,492.02	28,730.52	22,897.64	27,145.10	27,383.60
1,600,000	26,488.69	31,371.16	31,611.16	25,337.00	30,016.24	30,256.24	24,185.32	28,661.32	28,901.32	23,033.64	27,306.40	27,546.40
1,610,000	26,645.09	31,556.46	31,797.96	25,486.60	30,193.54	30,435.04	24,328.12	28,830.62	29,072.12	23,169.64	27,467.70	27,709.20
1,620,000	26,801.49	31,741.76	31,984.76	25,636.20	30,370.84	30,613.84	24,470.92	28,999.92	29,242.92	23,305.64	27,629.00	27,872.00
1,630,000	26,957.89	31,927.06	32,171.56	25,785.80	30,548.14	30,792.64	24,613.72	29,169.22	29,413.72	23,441.64	27,790.30	28,034.80
1,640,000	27,114.29	32,112.36	32,358.36	25,935.40	30,725.44	30,971.44	24,756.52	29,338.52	29,584.52	23,577.64	27,951.60	28,197.60
1,650,000	27,270.69	32,297.66	32,545.16	26,085.00	30,902.74	31,150.24	24,899.32	29,507.82	29,755.32	23,713.64	28,112.90	28,360.40
1,660,000	27,427.09	32,482.96	32,731.96	26,234.60	31,080.04	31,329.04	25,042.12	29,677.12	29,926.12	23,849.64	28,274.20	28,523.20
1,670,000	27,583.49	32,668.26	32,918.76	26,384.20	31,257.34	31,507.84	25,184.92	29,846.42	30,096.92	23,985.64	28,435.50	28,686.00
1,680,000	27,739.89	32,853.56	33,105.56	26,533.80	31,434.64	31,686.64	25,327.72	30,015.72	30,267.72	24,121.64	28,596.80	28,848.80
1,690,000	27,896.29	33,038.86	33,292.36	26,683.40	31,611.94	31,865.44	25,470.52	30,185.02	30,438.52	24,257.64	28,758.10	29,011.60
1,700,000	28,052.69	33,224.16	33,479.16	26,833.00	31,789.24	32,044.24	25,613.32	30,354.32	30,609.32	24,393.64	28,919.40	29,174.40
1,710,000	28,209.09	33,409.46	33,665.96	26,982.60	31,966.54	32,223.04	25,756.12	30,523.62	30,780.12	24,529.64	29,080.70	29,337.20
1,720,000	28,365.49	33,594.76	33,852.76	27,132.20	32,143.84	32,401.84	25,898.92	30,692.92	30,950.92	24,665.64	29,242.00	29,500.00
1,730,000	28,521.89	33,780.06	34,039.56	27,281.80	32,321.14	32,580.64	26,041.72	30,862.22	31,121.72	24,801.64	29,403.30	29,662.80
1,740,000	28,678.29	33,965.36	34,226.36	27,431.40	32,498.44	32,759.44	26,184.52	31,031.52	31,292.52	24,937.64	29,564.60	29,825.60
1,750,000	28,834.69	34,150.66	34,413.16	27,581.00	32,675.74	32,938.24	26,327.32	31,200.82	31,463.32	25,073.64	29,725.90	29,988.40
1,760,000	28,991.09	34,335.96	34,599.96	27,730.60	32,853.04	33,117.04	26,470.12	31,370.12	31,634.12	25,209.64	29,887.20	30,151.20
1,770,000	29,147.49	34,521.26	34,786.76	27,880.20	33,030.34	33,295.84	26,612.92	31,539.42	31,804.92	25,345.64	30,048.50	30,314.00
1,780,000	29,303.89	34,706.56	34,973.56	28,029.80	33,207.64	33,474.64	26,755.72	31,708.72	31,975.72	25,481.64	30,209.80	30,476.80
1,790,000	29,460.29	34,891.86	35,160.36	28,179.40	33,384.94	33,653.44	26,898.52	31,878.02	32,146.52	25,617.64	30,371.10	30,639.60
1,800,000	29,616.69	35,077.16	35,347.16	28,329.00	33,562.24	33,832.24	27,041.32	32,047.32	32,317.32	25,753.64	30,532.40	30,802.40
1,810,000	29,773.09	35,262.46	35,533.96	28,478.60	33,739.54	34,011.04	27,184.12	32,216.62	32,488.12	25,889.64	30,693.70	30,965.20
1,820,000	29,929.49	35,447.76	35,720.76	28,628.20	33,916.84	34,189.84	27,326.92	32,385.92	32,658.92	26,025.64	30,855.00	31,128.00
1,830,000	30,085.89	35,633.06	35,907.56	28,777.80	34,094.14	34,368.64	27,469.72	32,555.22	32,829.72	26,161.64	31,016.30	31,290.80
1,840,000	30,242.29	35,818.36	36,094.36	28,927.40	34,271.44	34,547.44	27,612.52	32,724.52	33,000.52	26,297.64	31,177.60	31,453.60
1,850,000	30,398.69	36,003.66	36,281.16	29,077.00	34,448.74	34,726.24	27,755.32	32,893.82	33,171.32	26,433.64	31,338.90	31,616.40
1,860,000	30,555.09	36,188.96	36,467.96	29,226.60	34,626.04	34,905.04	27,898.12	33,063.12	33,342.12	26,569.64	31,500.20	31,779.20
1,870,000	30,711.49	36,374.26	36,654.76	29,376.20	34,803.34	35,083.84	28,040.92	33,232.42	33,512.92	26,705.64	31,661.50	31,942.00
1,880,000	30,867.89	36,559.56	36,841.56	29,525.80	34,980.64	35,262.64	28,183.72	33,401.72	33,683.72	26,841.64	31,822.80	32,104.80
1,890,000	31,024.29	36,744.86	37,028.36	29,675.40	35,157.94	35,441.44	28,326.52	33,571.02	33,854.52	26,977.64	31,984.10	32,267.60
1,900,000	31,180.69	36,930.16	37,215.16	29,825.00	35,335.24	35,620.24	28,469.32	33,740.32	34,025.32	27,113.64	32,145.40	32,430.40
1,910,000	31,337.09	37,115.46	37,401.96	29,974.60	35,512.54	35,799.04	28,612.12	33,909.62	34,196.12	27,249.64	32,306.70	32,593.20
1,920,000	31,493.49	37,300.76	37,588.76	30,124.20	35,689.84	35,977.84	28,754.92	34,078.92	34,366.92	27,385.64	32,468.00	32,756.00
1,930,000	31,649.89	37,486.06	37,775.56	30,273.80	35,867.14	36,156.64	28,897.72	34,248.22	34,537.72	27,521.64	32,629.30	32,918.80
1,940,000	31,806.29	37,671.36	37,962.36	30,423.40	36,044.44	36,335.44	29,040.52	34,417.52	34,708.52	27,657.64	32,790.60	33,081.60
1,950,000	31,962.69	37,856.66	38,149.16	30,573.00	36,221.74	36,514.24	29,183.32	34,586.82	34,879.32	27,793.64	32,951.90	33,244.40
1,960,000	32,119.09	38,041.96	38,335.96	30,722.60	36,399.04	36,693.04	29,326.12	34,756.12	35,050.12	27,929.64	33,113.20	33,407.20
1,970,000	32,275.49	38,227.26	38,522.76	30,872.20	36,576.34	36,871.84	29,468.92	34,925.42	35,220.92	28,065.64	33,274.50	33,570.00
1,980,000	32,431.89	38,412.56	38,709.56	31,021.80	36,753.64	37,050.64	29,611.72	35,094.72	35,391.72	28,201.64	33,435.80	33,732.80
1,990,000	32,588.29	38,597.86	38,896.36	31,171.40	36,930.94	37,229.44	29,754.52	35,264.02	35,562.52	28,337.64	33,597.10	33,895.60
2,000,000	32,744.69	38,783.16	39,083.16	31,321.00	37,108.24	37,408.24	29,897.32	35,433.32	35,733.32	28,473.64	33,758.40	34,058.40
2,010,000	32,901.09	38,968.46	39,269.96	31,470.60	37,285.54	37,587.04	30,040.12	35,602.62	35,904.12	28,609.64	33,919.70	34,221.20
2,020,000	33,057.49	39,153.76	39,456.76	31,620.20	37,462.84	37,765.84	30,182.92	35,771.92	36,074.92	28,745.64	34,081.00	34,384.00
2,030,000	33,213.89	39,339.06	39,643.56	31,769.80	37,640.14	37,944.64	30,325.72	35,941.22	36,245.72	28,881.64	34,242.30	34,546.80
2,040,000	33,370.29	39,524.36	39,830.36	31,919.40	37,817.44	38,123.44	30,468.52	36,110.52	36,416.52	29,017.64	34,403.60	34,709.60
2,050,000	33,526.69	39,709.66	40,017.16	32,069.00	37,994.74	38,302.24	30,611.32	36,279.82	36,587.32	29,153.64	34,564.90	34,872.40
2,060,000	33,683.09	39,894.96	40,203.96	32,218.60	38,172.04	38,481.04	30,754.12	36,449.12	36,758.12	29,289.64	34,726.20	35,035.20
2,070,000	33,839.49	40,080.26	40,390.76	32,368.20	38,349.34	38,659.84	30,896.92	36,618.42	36,928.92	29,425.64	34,887.50	35,198.00
2,080,000	33,995.89	40,265.56	40,577.56	32,517.80	38,526.64	38,838.64	31,039.72	36,787.72	37,099.72	29,561.64	35,048.80	35,360.80
2,090,000	34,152.29	40,450.86	40,764.36	32,667.40	38,703.94	39,017.44	31,182.52	36,957.02	37,270.52	29,697.64	35,210.10	35,523.60
2,100,000	34,308.69	40,636.16	40,951.16	32,817.00	38,881.24	39,196.24	31,325.32	37,126.32	37,441.32	29,833.64	35,371.40	35,686.40
2,110,000	34,465.09	40,821.46	41,137.96	32,966.60	39,058.54	39,375.04	31,468.12	37,295.62	37,612.12	29,969.64	35,532.70	35,849.20
2,120,000	34,621.49	41,006.76	41,324.76	33,116.20	39,235.84	39,553.84	31,610.92	37,464.92	37,782.92	30,105.64	35,694.00	36,012.00
2,130,000	34,777.89	41,192.06	41,511.56	33,265.80	39,413.14	39,732.64	31,753.72	37,634.22	37,953.72	30,241.64	35,855.30	36,174.80
2,140,000	34,934.29	41,377.36	41,698.36	33,415.40	39,590.44	39,911.44	31,896.52	37,803.52	38,124.52	30,377.64	36,016.60	36,337.60
2,150,000	35,090.69	41,562.66	41,885.16	33,565.00	39,767.74	40,090.24	32,039.32	37,972.82	38,295.32	30,513.64	36,177.90	36,500.40
2,160,000	35,247.09	41,747.96	42,071.96	33,714.60	39,945.04	40,269.04	32,182.12	38,142.12	38,466.12	30,649.64	36,339.20	36,663.20
2,170,000	35,403.49	41,933.26	42,258.76	33,864.20	40,122.34	40,447.84	32,324.92	38,311.42	38,636.92	30,785.64	36,500.50	36,826.00
2,180,000	35,559.89	42,118.56	42,445.56	34,013.80	40,299.64	40,626.64	32,467.72	38,480.72	38,807.72	30,921.64	36,661.80	36,988.80
2,190,000	35,716.29	42,303.86	42,632.36	34,163.40	40,476.94	40,805.44	32,610.52	38,650.02	38,978.52	31,057.64	36,823.10	37,151.60
2,200,000	35,872.69	42,489.16	42,819.16	34,313.00	40,654.24	40,984.24	32,753.32	38,819.32	39,149.32	31,193.64	36,984.40	37,314.40
2,210,000	36,029.09	42,674.46	43,005.96	34,462.60	40,831.54	41,163.04	32,896.12	38,988.62	39,320.12	31,329.64	37,145.70	37,477.20
2,220,000	36,185.49	42,859.76	43,192.76	34,612.20	41,008.84	41,341.84	33,038.92	39,157.92	39,490.92	31,465.64	37,307.00	37,640.00
2,230,000	36,341.89	43,045.06	43,379.56	34,761.80	41,186.14	41,520.64	33,181.72	39,327.22	39,661.72	31,601.64	37,468.30	37,802.80
2,240,000	36,498.29	43,230.36	43,566.36	34,911.40	41,363.44	41,699.44	33,324.52	39,496.52	39,832.52	31,737.64	37,629.60	37,965.60
2,250,000	36,654.69	43,415.66	43,753.16	35,061.00	41,540.74	41,878.24	33,467.32	39,665.82	40,003.32	31,873.64	37,790.90	38,128.40
2,260,000	36,811.09	43,600.96	43,939.96	35,210.60	41,718.04	42,057.04	33,610.12	39,835.12	40,174.12	32,009.64	37,952.20	38,291.20
2,270,000	36,967.49	43,786.26	44,126.76	35,360.20	41,895.34	42,235.84	33,752.92	40,004.42	40,344.92	32,145.64	38,113.50	38,454.00
2,280,000	37,123.89	43,971.56	44,313.56	35,509.80	42,072.64	42,414.64	33,895.72	40,173.72	40,515.72	32,281.64	38,274.80	38,616.80
2,290,000	37,280.29	44,156.86	44,500.36	35,659.40	42,249.94	42,593.44	34,038.52	40,343.02	40,686.52	32,417.64	38,436.10	38,779.60
2,300,000	37,436.69	44,342.16	44,687.16	35,809.00	42,427.24	42,772.24	34,181.32	40,512.32	40,857.32	32,553.64	38,597.40	38,942.40
2,310,000	37,593.09	44,527.46	44,873.96	35,958.60	42,604.54	42,951.04	34,324.12	40,681.62	41,028.12	32,689.64	38,758.70	39,105.20
2,320,000	37,749.49	44,712.76	45,060.76	36,108.20	42,781.84	43,129.84	34,466.92	40,850.92	41,198.92	32,825.64	38,920.00	39,268.00
2,330,000	37,905.89	44,898.06	45,247.56	36,257.80	42,959.14	43,308.64	34,609.72	41,020.22	41,369.72	32,961.64	39,081.30	39,430.80
2,340,000	38,062.29	45,083.36	45,434.36	36,407.40	43,136.44	43,487.44	34,752.52	41,189.52	41,540.52	33,097.64	39,242.60	39,593.60
2,350,000	38,218.69	45,268.66	45,621.16	36,557.00	43,313.74	43,666.24	34,895.32	41,358.82	41,711.32	33,233.64	39,403.90	39,756.40
2,360,000	38,375.09	45,453.96	45,807.96	36,706.60	43,491.04	43,845.04	35,038.12	41,528.12	41,882.12	33,369.64	39,565.20	39,919.20

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
2,370,000	38,531.49	45,639.26	45,994.76	36,856.20	43,668.34	44,023.84	35,180.92	41,697.42	42,052.92	33,505.64	39,726.50	40,082.00
2,380,000	38,687.89	45,824.56	46,181.56	37,005.80	43,845.64	44,202.64	35,323.72	41,866.72	42,223.72	33,641.64	39,887.80	40,244.80
2,390,000	38,844.29	46,009.86	46,368.36	37,155.40	44,022.94	44,381.44	35,466.52	42,036.02	42,394.52	33,777.64	40,049.10	40,407.60
2,400,000	39,000.69	46,195.16	46,555.16	37,305.00	44,200.24	44,560.24	35,609.32	42,205.32	42,565.32	33,913.64	40,210.40	40,570.40
2,410,000	39,157.09	46,380.46	46,741.96	37,454.60	44,377.54	44,739.04	35,752.12	42,374.62	42,736.12	34,049.64	40,371.70	40,733.20
2,420,000	39,313.49	46,565.76	46,928.76	37,604.20	44,554.84	44,917.84	35,894.92	42,543.92	42,906.92	34,185.64	40,533.00	40,896.00
2,430,000	39,469.89	46,751.06	47,115.56	37,753.80	44,732.14	45,096.64	36,037.72	42,713.22	43,077.72	34,321.64	40,694.30	41,058.80
2,440,000	39,626.29	46,936.36	47,302.36	37,903.40	44,909.44	45,275.44	36,180.52	42,882.52	43,248.52	34,457.64	40,855.60	41,221.60
2,450,000	39,782.69	47,121.66	47,489.16	38,053.00	45,086.74	45,454.24	36,323.32	43,051.82	43,419.32	34,593.64	41,016.90	41,384.40
2,460,000	39,939.09	47,306.96	47,675.96	38,202.60	45,264.04	45,633.04	36,466.12	43,221.12	43,590.12	34,729.64	41,178.20	41,547.20
2,470,000	40,095.49	47,492.26	47,862.76	38,352.20	45,441.34	45,811.84	36,608.92	43,390.42	43,760.92	34,865.64	41,339.50	41,710.00
2,480,000	40,251.89	47,677.56	48,049.56	38,501.80	45,618.64	45,990.64	36,751.72	43,559.72	43,931.72	35,001.64	41,500.80	41,872.80
2,490,000	40,408.29	47,862.86	48,236.36	38,651.40	45,795.94	46,169.44	36,894.52	43,729.02	44,102.52	35,137.64	41,662.10	42,035.60
2,500,000	40,564.69	48,048.16	48,423.16	38,801.00	45,973.24	46,348.24	37,037.32	43,898.32	44,273.32	35,273.64	41,823.40	42,198.40
2,510,000	40,721.09	48,233.46	48,609.96	38,950.60	46,150.54	46,527.04	37,180.12	44,067.62	44,444.12	35,409.64	41,984.70	42,361.20
2,520,000	40,877.49	48,418.76	48,796.76	39,100.20	46,327.84	46,705.84	37,322.92	44,236.92	44,614.92	35,545.64	42,146.00	42,524.00
2,530,000	41,033.89	48,604.06	48,983.56	39,249.80	46,505.14	46,884.64	37,465.72	44,406.22	44,785.72	35,681.64	42,307.30	42,686.80
2,540,000	41,190.29	48,789.36	49,170.36	39,399.40	46,682.44	47,063.44	37,608.52	44,575.52	44,956.52	35,817.64	42,468.60	42,849.60
2,550,000	41,346.69	48,974.66	49,357.16	39,549.00	46,859.74	47,242.24	37,751.32	44,744.82	45,127.32	35,953.64	42,629.90	43,012.40
2,560,000	41,503.09	49,159.96	49,543.96	39,698.60	47,037.04	47,421.04	37,894.12	44,914.12	45,298.12	36,089.64	42,791.20	43,175.20
2,570,000	41,659.49	49,345.26	49,730.76	39,848.20	47,214.34	47,599.84	38,036.92	45,083.42	45,468.92	36,225.64	42,952.50	43,338.00
2,580,000	41,815.89	49,530.56	49,917.56	39,997.80	47,391.64	47,778.64	38,179.72	45,252.72	45,639.72	36,361.64	43,113.80	43,500.80
2,590,000	41,972.29	49,715.86	50,104.36	40,147.40	47,568.94	47,957.44	38,322.52	45,422.02	45,810.52	36,497.64	43,275.10	43,663.60
2,600,000	42,128.69	49,901.16	50,291.16	40,297.00	47,746.24	48,136.24	38,465.32	45,591.32	45,981.32	36,633.64	43,436.40	43,826.40
2,610,000	42,285.09	50,086.46	50,477.96	40,446.60	47,923.54	48,315.04	38,608.12	45,760.62	46,152.12	36,769.64	43,597.70	43,989.20
2,620,000	42,441.49	50,271.76	50,664.76	40,596.20	48,100.84	48,493.84	38,750.92	45,929.92	46,322.92	36,905.64	43,759.00	44,152.00
2,630,000	42,597.89	50,457.06	50,851.56	40,745.80	48,278.14	48,672.64	38,893.72	46,099.22	46,493.72	37,041.64	43,920.30	44,314.80
2,640,000	42,754.29	50,642.36	51,038.36	40,895.40	48,455.44	48,851.44	39,036.52	46,268.52	46,664.52	37,177.64	44,081.60	44,477.60
2,650,000	42,910.69	50,827.66	51,225.16	41,045.00	48,632.74	49,030.24	39,179.32	46,437.82	46,835.32	37,313.64	44,242.90	44,640.40
2,660,000	43,067.09	51,012.96	51,411.96	41,194.60	48,810.04	49,209.04	39,322.12	46,607.12	47,006.12	37,449.64	44,404.20	44,803.20
2,670,000	43,223.49	51,198.26	51,598.76	41,344.20	48,987.34	49,387.84	39,464.92	46,776.42	47,176.92	37,585.64	44,565.50	44,966.00
2,680,000	43,379.89	51,383.56	51,785.56	41,493.80	49,164.64	49,566.64	39,607.72	46,945.72	47,347.72	37,721.64	44,726.80	45,128.80
2,690,000	43,536.29	51,568.86	51,972.36	41,643.40	49,341.94	49,745.44	39,750.52	47,115.02	47,518.52	37,857.64	44,888.10	45,291.60
2,700,000	43,692.69	51,754.16	52,159.16	41,793.00	49,519.24	49,924.24	39,893.32	47,284.32	47,689.32	37,993.64	45,049.40	45,454.40
2,710,000	43,849.09	51,939.46	52,345.96	41,942.60	49,696.54	50,103.04	40,036.12	47,453.62	47,860.12	38,129.64	45,210.70	45,617.20
2,720,000	44,005.49	52,124.76	52,532.76	42,092.20	49,873.84	50,281.84	40,178.92	47,622.92	48,030.92	38,265.64	45,372.00	45,780.00
2,730,000	44,161.89	52,310.06	52,719.56	42,241.80	50,051.14	50,460.64	40,321.72	47,792.22	48,201.72	38,401.64	45,533.30	45,942.80
2,740,000	44,318.29	52,495.36	52,906.36	42,391.40	50,228.44	50,639.44	40,464.52	47,961.52	48,372.52	38,537.64	45,694.60	46,105.60
2,750,000	44,474.69	52,680.66	53,093.16	42,541.00	50,405.74	50,818.24	40,607.32	48,130.82	48,543.32	38,673.64	45,855.90	46,268.40
2,760,000	44,631.09	52,865.96	53,279.96	42,690.60	50,583.04	50,997.04	40,750.12	48,300.12	48,714.12	38,809.64	46,017.20	46,431.20
2,770,000	44,787.49	53,051.26	53,466.76	42,840.20	50,760.34	51,175.84	40,892.92	48,469.42	48,884.92	38,945.64	46,178.50	46,594.00
2,780,000	44,943.89	53,236.56	53,653.56	42,989.80	50,937.64	51,354.64	41,035.72	48,638.72	49,055.72	39,081.64	46,339.80	46,756.80
2,790,000	45,100.29	53,421.86	53,840.36	43,139.40	51,114.94	51,533.44	41,178.52	48,808.02	49,226.52	39,217.64	46,501.10	46,919.60
2,800,000	45,256.69	53,607.16	54,027.16	43,289.00	51,292.24	51,712.24	41,321.32	48,977.32	49,397.32	39,353.64	46,662.40	47,082.40
2,810,000	45,413.09	53,792.46	54,213.96	43,438.60	51,469.54	51,891.04	41,464.12	49,146.62	49,568.12	39,489.64	46,823.70	47,245.20
2,820,000	45,569.49	53,977.76	54,400.76	43,588.20	51,646.84	52,069.84	41,606.92	49,315.92	49,738.92	39,625.64	46,985.00	47,408.00
2,830,000	45,725.89	54,163.06	54,587.56	43,737.80	51,824.14	52,248.64	41,749.72	49,485.22	49,909.72	39,761.64	47,146.30	47,570.80
2,840,000	45,882.29	54,348.36	54,774.36	43,887.40	52,001.44	52,427.44	41,892.52	49,654.52	50,080.52	39,897.64	47,307.60	47,733.60
2,850,000	46,038.69	54,533.66	54,961.16	44,037.00	52,178.74	52,606.24	42,035.32	49,823.82	50,251.32	40,033.64	47,468.90	47,896.40
2,860,000	46,195.09	54,718.96	55,147.96	44,186.60	52,356.04	52,785.04	42,178.12	49,993.12	50,422.12	40,169.64	47,630.20	48,059.20
2,870,000	46,351.49	54,904.26	55,334.76	44,336.20	52,533.34	52,963.84	42,320.92	50,162.42	50,592.92	40,305.64	47,791.50	48,222.00
2,880,000	46,507.89	55,089.56	55,521.56	44,485.80	52,710.64	53,142.64	42,463.72	50,331.72	50,763.72	40,441.64	47,952.80	48,384.80
2,890,000	46,664.29	55,274.86	55,708.36	44,635.40	52,887.94	53,321.44	42,606.52	50,501.02	50,934.52	40,577.64	48,114.10	48,547.60
2,900,000	46,820.69	55,460.16	55,895.16	44,785.00	53,065.24	53,500.24	42,749.32	50,670.32	51,105.32	40,713.64	48,275.40	48,710.40
2,910,000	46,977.09	55,645.46	56,081.96	44,934.60	53,242.54	53,679.04	42,892.12	50,839.62	51,276.12	40,849.64	48,436.70	48,873.20
2,920,000	47,133.49	55,830.76	56,268.76	45,084.20	53,419.84	53,857.84	43,034.92	51,008.92	51,446.92	40,985.64	48,598.00	49,036.00
2,930,000	47,289.89	56,016.06	56,455.56	45,233.80	53,597.14	54,036.64	43,177.72	51,178.22	51,617.72	41,121.64	48,759.30	49,198.80
2,940,000	47,446.29	56,201.36	56,642.36	45,383.40	53,774.44	54,215.44	43,320.52	51,347.52	51,788.52	41,257.64	48,920.60	49,361.60
2,950,000	47,602.69	56,386.66	56,829.16	45,533.00	53,951.74	54,394.24	43,463.32	51,516.82	51,959.32	41,393.64	49,081.90	49,524.40
2,960,000	47,759.09	56,571.96	57,015.96	45,682.60	54,129.04	54,573.04	43,606.12	51,686.12	52,130.12	41,529.64	49,243.20	49,687.20
2,970,000	47,915.49	56,757.26	57,202.76	45,832.20	54,306.34	54,751.84	43,748.92	51,855.42	52,300.92	41,665.64	49,404.50	49,850.00
2,980,000	48,071.89	56,942.56	57,389.56	45,981.80	54,483.64	54,930.64	43,891.72	52,024.72	52,471.72	41,801.64	49,565.80	50,012.80
2,990,000	48,228.29	57,127.86	57,576.36	46,131.40	54,660.94	55,109.44	44,034.52	52,194.02	52,642.52	41,937.64	49,727.10	50,175.60
3,000,000	48,384.69	57,313.16	57,763.16	46,281.00	54,838.24	55,288.24	44,177.32	52,363.32	52,813.32	42,073.64	49,888.40	50,338.40
3,010,000	48,541.09	57,498.46	57,949.96	46,430.60	55,015.54	55,467.04	44,320.12	52,532.62	52,984.12	42,209.64	50,049.70	50,501.20
3,020,000	48,697.49	57,683.76	58,136.76	46,580.20	55,192.84	55,645.84	44,462.92	52,701.92	53,154.92	42,345.64	50,211.00	50,664.00
3,030,000	48,853.89	57,869.06	58,323.56	46,729.80	55,370.14	55,824.64	44,605.72	52,871.22	53,325.72	42,481.64	50,372.30	50,826.80
3,040,000	49,010.29	58,054.36	58,510.36	46,879.40	55,547.44	56,003.44	44,748.52	53,040.52	53,496.52	42,617.64	50,533.60	50,989.60
3,050,000	49,166.69	58,239.66	58,697.16	47,029.00	55,724.74	56,182.24	44,891.32	53,209.82	53,667.32	42,753.64	50,694.90	51,152.40
3,060,000	49,323.09	58,424.96	58,883.96	47,178.60	55,902.04	56,361.04	45,034.12	53,379.12	53,838.12	42,889.64	50,856.20	51,315.20
3,070,000	49,479.49	58,610.26	59,070.76	47,328.20	56,079.34	56,539.84	45,176.92	53,548.42	54,008.92	43,025.64	51,017.50	51,478.00
3,080,000	49,635.89	58,795.56	59,257.56	47,477.80	56,256.64	56,718.64	45,319.72	53,717.72	54,179.72	43,161.64	51,178.80	51,640.80
3,090,000	49,792.29	58,980.86	59,444.36	47,627.40	56,433.94	56,897.44	45,462.52	53,887.02	54,350.52	43,297.64	51,340.10	51,803.60
3,100,000	49,948.69	59,166.16	59,631.16	47,777.00	56,611.24	57,076.24	45,605.32	54,056.32	54,521.32	43,433.64	51,501.40	51,966.40
3,110,000	50,105.09	59,351.46	59,817.96	47,926.60	56,788.54	57,255.04	45,748.12	54,225.62	54,692.12	43,569.64	51,662.70	52,129.20
3,120,000	50,261.49	59,536.76	60,004.76	48,076.20	56,965.84	57,433.84	45,890.92	54,394.92	54,862.92	43,705.64	51,824.00	52,292.00
3,130,000	50,417.89	59,722.06	60,191.56	48,225.80	57,143.14	57,612.64	46,033.72	54,564.22	55,033.72	43,841.64	51,985.30	52,454.80
3,140,000	50,574.29	59,907.36	60,378.36	48,375.40	57,320.44	57,791.44	46,176.52	54,733.52	55,204.52	43,977.64	52,146.60	52,617.60
3,150,000	50,730.69	60,092.66	60,565.16	48,525.00	57,497.74	57,970.24	46,319.32	54,902.82	55,375.32	44,113.64	52,307.90	52,780.40
3,160,000	50,887.09	60,277.96	60,751.96	48,674.60	57,675.04	58,149.04	46,462.12	55,072.12	55,546.12	44,249.64	52,469.20	52,943.20
3,170,000	51,043.49	60,463.26	60,938.76	48,824.20	57,852.34	58,327.84	46,604.92	55,241.42	55,716.92	44,385.64	52,630.50	53,106.00
3,180,000	51,199.89	60,648.56	61,125.56	48,973.80	58,029.64	58,506.64	46,747.72	55,410.72	55,887.72	44,521.64	52,791.80	53,268.80
3,190,000	51,356.29	60,833.86	61,312.36	49,123.40	58,206.94	58,685.44	46,890.52	55,580.02	56,058.52	44,657.64	52,953.10	53,431.60
3,200,000	51,512.69	61,019.16	61,499.16	49,273.00	58,384.24	58,864.24	47,033.32	55,749.32	56,229.32	44,793.64	53,114.40	53,594.40

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
3,210,000	51,669.09	61,204.46	61,685.96	49,422.60	58,561.54	59,043.04	47,176.12	55,918.62	56,400.12	44,929.64	53,275.70	53,757.20
3,220,000	51,825.49	61,389.76	61,872.76	49,572.20	58,738.84	59,221.84	47,318.92	56,087.92	56,570.92	45,065.64	53,437.00	53,920.00
3,230,000	51,981.89	61,575.06	62,059.56	49,721.80	58,916.14	59,400.64	47,461.72	56,257.22	56,741.72	45,201.64	53,598.30	54,082.80
3,240,000	52,138.29	61,760.36	62,246.36	49,871.40	59,093.44	59,579.44	47,604.52	56,426.52	56,912.52	45,337.64	53,759.60	54,245.60
3,250,000	52,294.69	61,945.66	62,433.16	50,021.00	59,270.74	59,758.24	47,747.32	56,595.82	57,083.32	45,473.64	53,920.90	54,408.40
3,260,000	52,451.09	62,130.96	62,619.96	50,170.60	59,448.04	59,937.04	47,890.12	56,765.12	57,254.12	45,609.64	54,082.20	54,571.20
3,270,000	52,607.49	62,316.26	62,806.76	50,320.20	59,625.34	60,115.84	48,032.92	56,934.42	57,424.92	45,745.64	54,243.50	54,734.00
3,280,000	52,763.89	62,501.56	62,993.56	50,469.80	59,802.64	60,294.64	48,175.72	57,103.72	57,595.72	45,881.64	54,404.80	54,896.80
3,290,000	52,920.29	62,686.86	63,180.36	50,619.40	59,979.94	60,473.44	48,318.52	57,273.02	57,766.52	46,017.64	54,566.10	55,059.60
3,300,000	53,076.69	62,872.16	63,367.16	50,769.00	60,157.24	60,652.24	48,461.32	57,442.32	57,937.32	46,153.64	54,727.40	55,222.40
3,310,000	53,233.09	63,057.46	63,553.96	50,918.60	60,334.54	60,831.04	48,604.12	57,611.62	58,108.12	46,289.64	54,888.70	55,385.20
3,320,000	53,389.49	63,242.76	63,740.76	51,068.20	60,511.84	61,009.84	48,746.92	57,780.92	58,278.92	46,425.64	55,050.00	55,548.00
3,330,000	53,545.89	63,428.06	63,927.56	51,217.80	60,689.14	61,188.64	48,889.72	57,950.22	58,449.72	46,561.64	55,211.30	55,710.80
3,340,000	53,702.29	63,613.36	64,114.36	51,367.40	60,866.44	61,367.44	49,032.52	58,119.52	58,620.52	46,697.64	55,372.60	55,873.60
3,350,000	53,858.69	63,798.66	64,301.16	51,517.00	61,043.74	61,546.24	49,175.32	58,288.82	58,791.32	46,833.64	55,533.90	56,036.40
3,360,000	54,015.09	63,983.96	64,487.96	51,666.60	61,221.04	61,725.04	49,318.12	58,458.12	58,962.12	46,969.64	55,695.20	56,199.20
3,370,000	54,171.49	64,169.26	64,674.76	51,816.20	61,398.34	61,903.84	49,460.92	58,627.42	59,132.92	47,105.64	55,856.50	56,362.00
3,380,000	54,327.89	64,354.56	64,861.56	51,965.80	61,575.64	62,082.64	49,603.72	58,796.72	59,303.72	47,241.64	56,017.80	56,524.80
3,390,000	54,484.29	64,539.86	65,048.36	52,115.40	61,752.94	62,261.44	49,746.52	58,966.02	59,474.52	47,377.64	56,179.10	56,687.60
3,400,000	54,640.69	64,725.16	65,235.16	52,265.00	61,930.24	62,440.24	49,889.32	59,135.32	59,645.32	47,513.64	56,340.40	56,850.40
3,410,000	54,797.09	64,910.46	65,421.96	52,414.60	62,107.54	62,619.04	50,032.12	59,304.62	59,816.12	47,649.64	56,501.70	57,013.20
3,420,000	54,953.49	65,095.76	65,608.76	52,564.20	62,284.84	62,797.84	50,174.92	59,473.92	59,986.92	47,785.64	56,663.00	57,176.00
3,430,000	55,109.89	65,281.06	65,795.56	52,713.80	62,462.14	62,976.64	50,317.72	59,643.22	60,157.72	47,921.64	56,824.30	57,338.80
3,440,000	55,266.29	65,466.36	65,982.36	52,863.40	62,639.44	63,155.44	50,460.52	59,812.52	60,328.52	48,057.64	56,985.60	57,501.60
3,450,000	55,422.69	65,651.66	66,169.16	53,013.00	62,816.74	63,334.24	50,603.32	59,981.82	60,499.32	48,193.64	57,146.90	57,664.40
3,460,000	55,579.09	65,836.96	66,355.96	53,162.60	62,994.04	63,513.04	50,746.12	60,151.12	60,670.12	48,329.64	57,308.20	57,827.20
3,470,000	55,735.49	66,022.26	66,542.76	53,312.20	63,171.34	63,691.84	50,888.92	60,320.42	60,840.92	48,465.64	57,469.50	57,990.00
3,480,000	55,891.89	66,207.56	66,729.56	53,461.80	63,348.64	63,870.64	51,031.72	60,489.72	61,011.72	48,601.64	57,630.80	58,152.80
3,490,000	56,048.29	66,392.86	66,916.36	53,611.40	63,525.94	64,049.44	51,174.52	60,659.02	61,182.52	48,737.64	57,792.10	58,315.60
3,500,000	56,204.69	66,578.16	67,103.16	53,761.00	63,703.24	64,228.24	51,317.32	60,828.32	61,353.32	48,873.64	57,953.40	58,478.40
3,510,000	56,361.09	66,763.46	67,289.96	53,910.60	63,880.54	64,407.04	51,460.12	60,997.62	61,524.12	49,009.64	58,114.70	58,641.20
3,520,000	56,517.49	66,948.76	67,476.76	54,060.20	64,057.84	64,585.84	51,602.92	61,166.92	61,694.92	49,145.64	58,276.00	58,804.00
3,530,000	56,673.89	67,134.06	67,663.56	54,209.80	64,235.14	64,764.64	51,745.72	61,336.22	61,865.72	49,281.64	58,437.30	58,966.80
3,540,000	56,830.29	67,319.36	67,850.36	54,359.40	64,412.44	64,943.44	51,888.52	61,505.52	62,036.52	49,417.64	58,598.60	59,129.60
3,550,000	56,986.69	67,504.66	68,037.16	54,509.00	64,589.74	65,122.24	52,031.32	61,674.82	62,207.32	49,553.64	58,759.90	59,292.40
3,560,000	57,143.09	67,689.96	68,223.96	54,658.60	64,767.04	65,301.04	52,174.12	61,844.12	62,378.12	49,689.64	58,921.20	59,455.20
3,570,000	57,299.49	67,875.26	68,410.76	54,808.20	64,944.34	65,479.84	52,316.92	62,013.42	62,548.92	49,825.64	59,082.50	59,618.00
3,580,000	57,455.89	68,060.56	68,597.56	54,957.80	65,121.64	65,658.64	52,459.72	62,182.72	62,719.72	49,961.64	59,243.80	59,780.80
3,590,000	57,612.29	68,245.86	68,784.36	55,107.40	65,298.94	65,837.44	52,602.52	62,352.02	62,890.52	50,097.64	59,405.10	59,943.60
3,600,000	57,768.69	68,431.16	68,971.16	55,257.00	65,476.24	66,016.24	52,745.32	62,521.32	63,061.32	50,233.64	59,566.40	60,106.40
3,610,000	57,925.09	68,616.46	69,157.96	55,406.60	65,653.54	66,195.04	52,888.12	62,690.62	63,232.12	50,369.64	59,727.70	60,269.20
3,620,000	58,081.49	68,801.76	69,344.76	55,556.20	65,830.84	66,373.84	53,030.92	62,859.92	63,402.92	50,505.64	59,889.00	60,432.00
3,630,000	58,237.89	68,987.06	69,531.56	55,705.80	66,008.14	66,552.64	53,173.72	63,029.22	63,573.72	50,641.64	60,050.30	60,594.80
3,640,000	58,394.29	69,172.36	69,718.36	55,855.40	66,185.44	66,731.44	53,316.52	63,198.52	63,744.52	50,777.64	60,211.60	60,757.60
3,650,000	58,550.69	69,357.66	69,905.16	56,005.00	66,362.74	66,910.24	53,459.32	63,367.82	63,915.32	50,913.64	60,372.90	60,920.40
3,660,000	58,707.09	69,542.96	70,091.96	56,154.60	66,540.04	67,089.04	53,602.12	63,537.12	64,086.12	51,049.64	60,534.20	61,083.20
3,670,000	58,863.49	69,728.26	70,278.76	56,304.20	66,717.34	67,267.84	53,744.92	63,706.42	64,256.92	51,185.64	60,695.50	61,246.00
3,680,000	59,019.89	69,913.56	70,465.56	56,453.80	66,894.64	67,446.64	53,887.72	63,875.72	64,427.72	51,321.64	60,856.80	61,408.80
3,690,000	59,176.29	70,098.86	70,652.36	56,603.40	67,071.94	67,625.44	54,030.52	64,045.02	64,598.52	51,457.64	61,018.10	61,571.60
3,700,000	59,332.69	70,284.16	70,839.16	56,753.00	67,249.24	67,804.24	54,173.32	64,214.32	64,769.32	51,593.64	61,179.40	61,734.40
3,710,000	59,489.09	70,469.46	71,025.96	56,902.60	67,426.54	67,983.04	54,316.12	64,383.62	64,940.12	51,729.64	61,340.70	61,897.20
3,720,000	59,645.49	70,654.76	71,212.76	57,052.20	67,603.84	68,161.84	54,458.92	64,552.92	65,110.92	51,865.64	61,502.00	62,060.00
3,730,000	59,801.89	70,840.06	71,399.56	57,201.80	67,781.14	68,340.64	54,601.72	64,722.22	65,281.72	52,001.64	61,663.30	62,222.80
3,740,000	59,958.29	71,025.36	71,586.36	57,351.40	67,958.44	68,519.44	54,744.52	64,891.52	65,452.52	52,137.64	61,824.60	62,385.60
3,750,000	60,114.69	71,210.66	71,773.16	57,501.00	68,135.74	68,698.24	54,887.32	65,060.82	65,623.32	52,273.64	61,985.90	62,548.40
3,760,000	60,271.09	71,395.96	71,959.96	57,650.60	68,313.04	68,877.04	55,030.12	65,230.12	65,794.12	52,409.64	62,147.20	62,711.20
3,770,000	60,427.49	71,581.26	72,146.76	57,800.20	68,490.34	69,055.84	55,172.92	65,399.42	65,964.92	52,545.64	62,308.50	62,874.00
3,780,000	60,583.89	71,766.56	72,333.56	57,949.80	68,667.64	69,234.64	55,315.72	65,568.72	66,135.72	52,681.64	62,469.80	63,036.80
3,790,000	60,740.29	71,951.86	72,520.36	58,099.40	68,844.94	69,413.44	55,458.52	65,738.02	66,306.52	52,817.64	62,631.10	63,199.60
3,800,000	60,896.69	72,137.16	72,707.16	58,249.00	69,022.24	69,592.24	55,601.32	65,907.32	66,477.32	52,953.64	62,792.40	63,362.40
3,810,000	61,053.09	72,322.46	72,893.96	58,398.60	69,199.54	69,771.04	55,744.12	66,076.62	66,648.12	53,089.64	62,953.70	63,525.20
3,820,000	61,209.49	72,507.76	73,080.76	58,548.20	69,376.84	69,949.84	55,886.92	66,245.92	66,818.92	53,225.64	63,115.00	63,688.00
3,830,000	61,365.89	72,693.06	73,267.56	58,697.80	69,554.14	70,128.64	56,029.72	66,415.22	66,989.72	53,361.64	63,276.30	63,850.80
3,840,000	61,522.29	72,878.36	73,454.36	58,847.40	69,731.44	70,307.44	56,172.52	66,584.52	67,160.52	53,497.64	63,437.60	64,013.60
3,850,000	61,678.69	73,063.66	73,641.16	58,997.00	69,908.74	70,486.24	56,315.32	66,753.82	67,331.32	53,633.64	63,598.90	64,176.40
3,860,000	61,835.09	73,248.96	73,827.96	59,146.60	70,086.04	70,665.04	56,458.12	66,923.12	67,502.12	53,769.64	63,760.20	64,339.20
3,870,000	61,991.49	73,434.26	74,014.76	59,296.20	70,263.34	70,843.84	56,600.92	67,092.42	67,672.92	53,905.64	63,921.50	64,502.00
3,880,000	62,147.89	73,619.56	74,201.56	59,445.80	70,440.64	71,022.64	56,743.72	67,261.72	67,843.72	54,041.64	64,082.80	64,664.80
3,890,000	62,304.29	73,804.86	74,388.36	59,595.40	70,617.94	71,201.44	56,886.52	67,431.02	68,014.52	54,177.64	64,244.10	64,827.60
3,900,000	62,460.69	73,990.16	74,575.16	59,745.00	70,795.24	71,380.24	57,029.32	67,600.32	68,185.32	54,313.64	64,405.40	64,990.40
3,910,000	62,617.09	74,175.46	74,761.96	59,894.60	70,972.54	71,559.04	57,172.12	67,769.62	68,356.12	54,449.64	64,566.70	65,153.20
3,920,000	62,773.49	74,360.76	74,948.76	60,044.20	71,149.84	71,737.84	57,314.92	67,938.92	68,526.92	54,585.64	64,728.00	65,316.00
3,930,000	62,929.89	74,546.06	75,135.56	60,193.80	71,327.14	71,916.64	57,457.72	68,108.22	68,697.72	54,721.64	64,889.30	65,478.80
3,940,000	63,086.29	74,731.36	75,322.36	60,343.40	71,504.44	72,095.44	57,600.52	68,277.52	68,868.52	54,857.64	65,050.60	65,641.60
3,950,000	63,242.69	74,916.66	75,509.16	60,493.00	71,681.74	72,274.24	57,743.32	68,446.82	69,039.32	54,993.64	65,211.90	65,804.40
3,960,000	63,399.09	75,101.96	75,695.96	60,642.60	71,859.04	72,453.04	57,886.12	68,616.12	69,210.12	55,129.64	65,373.20	65,967.20
3,970,000	63,555.49	75,287.26	75,882.76	60,792.20	72,036.34	72,631.84	58,028.92	68,785.42	69,380.92	55,265.64	65,534.50	66,130.00
3,980,000	63,711.89	75,472.56	76,069.56	60,941.80	72,213.64	72,810.64	58,171.72	68,954.72	69,551.72	55,401.64	65,695.80	66,292.80
3,990,000	63,868.29	75,657.86	76,256.36	61,091.40	72,390.94	72,989.44	58,314.52	69,124.02	69,722.52	55,537.64	65,857.10	66,455.60
4,000,000	64,024.69	75,843.16	76,443.16	61,241.00	72,568.24	73,168.24	58,457.32	69,293.32	69,893.32	55,673.64	66,018.40	66,618.40
4,010,000	64,181.09	76,028.46	76,629.96	61,390.60	72,745.54	73,347.04	58,600.12	69,462.62	70,064.12	55,809.64	66,179.70	66,781.20
4,020,000	64,337.49	76,213.76	76,816.76	61,540.20	72,922.84	73,525.84	58,742.92	69,631.92	70,234.92	55,945.64	66,341.00	66,944.00
4,030,000	64,493.89	76,399.06	77,003.56	61,689.80	73,100.14	73,704.64	58,885.72	69,801.22	70,405.72	56,081.64	66,502.30	67,106.80
4,040,000	64,650.29	76,584.36	77,190.36	61,839.40	73,277.44	73,883.44	59,028.52	69,970.52	70,576.52	56,217.64	66,663.60	67,269.60

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
4,050,000	64,806.69	76,769.66	77,377.16	61,989.00	73,454.74	74,062.24	59,171.32	70,139.82	70,747.32	56,353.64	66,824.90	67,432.40
4,060,000	64,963.09	76,954.96	77,563.96	62,138.60	73,632.04	74,241.04	59,314.12	70,309.12	70,918.12	56,489.64	66,986.20	67,595.20
4,070,000	65,119.49	77,140.26	77,750.76	62,288.20	73,809.34	74,419.84	59,456.92	70,478.42	71,088.92	56,625.64	67,147.50	67,758.00
4,080,000	65,275.89	77,325.56	77,937.56	62,437.80	73,986.64	74,598.64	59,599.72	70,647.72	71,259.72	56,761.64	67,308.80	67,920.80
4,090,000	65,432.29	77,510.86	78,124.36	62,587.40	74,163.94	74,777.44	59,742.52	70,817.02	71,430.52	56,897.64	67,470.10	68,083.60
4,100,000	65,588.69	77,696.16	78,311.16	62,737.00	74,341.24	74,956.24	59,885.32	70,986.32	71,601.32	57,033.64	67,631.40	68,246.40
4,110,000	65,745.09	77,881.46	78,497.96	62,886.60	74,518.54	75,135.04	60,028.12	71,155.62	71,772.12	57,169.64	67,792.70	68,409.20
4,120,000	65,901.49	78,066.76	78,684.76	63,036.20	74,695.84	75,313.84	60,170.92	71,324.92	71,942.92	57,305.64	67,954.00	68,572.00
4,130,000	66,057.89	78,252.06	78,871.56	63,185.80	74,873.14	75,492.64	60,313.72	71,494.22	72,113.72	57,441.64	68,115.30	68,734.80
4,140,000	66,214.29	78,437.36	79,058.36	63,335.40	75,050.44	75,671.44	60,456.52	71,663.52	72,284.52	57,577.64	68,276.60	68,897.60
4,150,000	66,370.69	78,622.66	79,245.16	63,485.00	75,227.74	75,850.24	60,599.32	71,832.82	72,455.32	57,713.64	68,437.90	69,060.40
4,160,000	66,527.09	78,807.96	79,431.96	63,634.60	75,405.04	76,029.04	60,742.12	72,002.12	72,626.12	57,849.64	68,599.20	69,223.20
4,170,000	66,683.49	78,993.26	79,618.76	63,784.20	75,582.34	76,207.84	60,884.92	72,171.42	72,796.92	57,985.64	68,760.50	69,386.00
4,180,000	66,839.89	79,178.56	79,805.56	63,933.80	75,759.64	76,386.64	61,027.72	72,340.72	72,967.72	58,121.64	68,921.80	69,548.80
4,190,000	66,996.29	79,363.86	79,992.36	64,083.40	75,936.94	76,565.44	61,170.52	72,510.02	73,138.52	58,257.64	69,083.10	69,711.60
4,200,000	67,152.69	79,549.16	80,179.16	64,233.00	76,114.24	76,744.24	61,313.32	72,679.32	73,309.32	58,393.64	69,244.40	69,874.40
4,210,000	67,309.09	79,734.46	80,365.96	64,382.60	76,291.54	76,923.04	61,456.12	72,848.62	73,480.12	58,529.64	69,405.70	70,037.20
4,220,000	67,465.49	79,919.76	80,552.76	64,532.20	76,468.84	77,101.84	61,598.92	73,017.92	73,650.92	58,665.64	69,567.00	70,200.00
4,230,000	67,621.89	80,105.06	80,739.56	64,681.80	76,646.14	77,280.64	61,741.72	73,187.22	73,821.72	58,801.64	69,728.30	70,362.80
4,240,000	67,778.29	80,290.36	80,926.36	64,831.40	76,823.44	77,459.44	61,884.52	73,356.52	73,992.52	58,937.64	69,889.60	70,525.60
4,250,000	67,934.69	80,475.66	81,113.16	64,981.00	77,000.74	77,638.24	62,027.32	73,525.82	74,163.32	59,073.64	70,050.90	70,688.40
4,260,000	68,091.09	80,660.96	81,299.96	65,130.60	77,178.04	77,817.04	62,170.12	73,695.12	74,334.12	59,209.64	70,212.20	70,851.20
4,270,000	68,247.49	80,846.26	81,486.76	65,280.20	77,355.34	77,995.84	62,312.92	73,864.42	74,504.92	59,345.64	70,373.50	71,014.00
4,280,000	68,403.89	81,031.56	81,673.56	65,429.80	77,532.64	78,174.64	62,455.72	74,033.72	74,675.72	59,481.64	70,534.80	71,176.80
4,290,000	68,560.29	81,216.86	81,860.36	65,579.40	77,709.94	78,353.44	62,598.52	74,203.02	74,846.52	59,617.64	70,696.10	71,339.60
4,300,000	68,716.69	81,402.16	82,047.16	65,729.00	77,887.24	78,532.24	62,741.32	74,372.32	75,017.32	59,753.64	70,857.40	71,502.40
4,310,000	68,873.09	81,587.46	82,233.96	65,878.60	78,064.54	78,711.04	62,884.12	74,541.62	75,188.12	59,889.64	71,018.70	71,665.20
4,320,000	69,029.49	81,772.76	82,420.76	66,028.20	78,241.84	78,889.84	63,026.92	74,710.92	75,358.92	60,025.64	71,180.00	71,828.00
4,330,000	69,185.89	81,958.06	82,607.56	66,177.80	78,419.14	79,068.64	63,169.72	74,880.22	75,529.72	60,161.64	71,341.30	71,990.80
4,340,000	69,342.29	82,143.36	82,794.36	66,327.40	78,596.44	79,247.44	63,312.52	75,049.52	75,700.52	60,297.64	71,502.60	72,153.60
4,350,000	69,498.69	82,328.66	82,981.16	66,477.00	78,773.74	79,426.24	63,455.32	75,218.82	75,871.32	60,433.64	71,663.90	72,316.40
4,360,000	69,655.09	82,513.96	83,167.96	66,626.60	78,951.04	79,605.04	63,598.12	75,388.12	76,042.12	60,569.64	71,825.20	72,479.20
4,370,000	69,811.49	82,699.26	83,354.76	66,776.20	79,128.34	79,783.84	63,740.92	75,557.42	76,212.92	60,705.64	71,986.50	72,642.00
4,380,000	69,967.89	82,884.56	83,541.56	66,925.80	79,305.64	79,962.64	63,883.72	75,726.72	76,383.72	60,841.64	72,147.80	72,804.80
4,390,000	70,124.29	83,069.86	83,728.36	67,075.40	79,482.94	80,141.44	64,026.52	75,896.02	76,554.52	60,977.64	72,309.10	72,967.60
4,400,000	70,280.69	83,255.16	83,915.16	67,225.00	79,660.24	80,320.24	64,169.32	76,065.32	76,725.32	61,113.64	72,470.40	73,130.40
4,410,000	70,437.09	83,440.46	84,101.96	67,374.60	79,837.54	80,499.04	64,312.12	76,234.62	76,896.12	61,249.64	72,631.70	73,293.20
4,420,000	70,593.49	83,625.76	84,288.76	67,524.20	80,014.84	80,677.84	64,454.92	76,403.92	77,066.92	61,385.64	72,793.00	73,456.00
4,430,000	70,749.89	83,811.06	84,475.56	67,673.80	80,192.14	80,856.64	64,597.72	76,573.22	77,237.72	61,521.64	72,954.30	73,618.80
4,440,000	70,906.29	83,996.36	84,662.36	67,823.40	80,369.44	81,035.44	64,740.52	76,742.52	77,408.52	61,657.64	73,115.60	73,781.60
4,450,000	71,062.69	84,181.66	84,849.16	67,973.00	80,546.74	81,214.24	64,883.32	76,911.82	77,579.32	61,793.64	73,276.90	73,944.40
4,460,000	71,219.09	84,366.96	85,035.96	68,122.60	80,724.04	81,393.04	65,026.12	77,081.12	77,750.12	61,929.64	73,438.20	74,107.20
4,470,000	71,375.49	84,552.26	85,222.76	68,272.20	80,901.34	81,571.84	65,168.92	77,250.42	77,920.92	62,065.64	73,599.50	74,270.00
4,480,000	71,531.89	84,737.56	85,409.56	68,421.80	81,078.64	81,750.64	65,311.72	77,419.72	78,091.72	62,201.64	73,760.80	74,432.80
4,490,000	71,688.29	84,922.86	85,596.36	68,571.40	81,255.94	81,929.44	65,454.52	77,589.02	78,262.52	62,337.64	73,922.10	74,595.60
4,500,000	71,844.69	85,108.16	85,783.16	68,721.00	81,433.24	82,108.24	65,597.32	77,758.32	78,433.32	62,473.64	74,083.40	74,758.40
4,510,000	72,001.09	85,293.46	85,969.96	68,870.60	81,610.54	82,287.04	65,740.12	77,927.62	78,604.12	62,609.64	74,244.70	74,921.20
4,520,000	72,157.49	85,478.76	86,156.76	69,020.20	81,787.84	82,465.84	65,882.92	78,096.92	78,774.92	62,745.64	74,406.00	75,084.00
4,530,000	72,313.89	85,664.06	86,343.56	69,169.80	81,965.14	82,644.64	66,025.72	78,266.22	78,945.72	62,881.64	74,567.30	75,246.80
4,540,000	72,470.29	85,849.36	86,530.36	69,319.40	82,142.44	82,823.44	66,168.52	78,435.52	79,116.52	63,017.64	74,728.60	75,409.60
4,550,000	72,626.69	86,034.66	86,717.16	69,469.00	82,319.74	83,002.24	66,311.32	78,604.82	79,287.32	63,153.64	74,889.90	75,572.40
4,560,000	72,783.09	86,219.96	86,903.96	69,618.60	82,497.04	83,181.04	66,454.12	78,774.12	79,458.12	63,289.64	75,051.20	75,735.20
4,570,000	72,939.49	86,405.26	87,090.76	69,768.20	82,674.34	83,359.84	66,596.92	78,943.42	79,628.92	63,425.64	75,212.50	75,898.00
4,580,000	73,095.89	86,590.56	87,277.56	69,917.80	82,851.64	83,538.64	66,739.72	79,112.72	79,799.72	63,561.64	75,373.80	76,060.80
4,590,000	73,252.29	86,775.86	87,464.36	70,067.40	83,028.94	83,717.44	66,882.52	79,282.02	79,970.52	63,697.64	75,535.10	76,223.60
4,600,000	73,408.69	86,961.16	87,651.16	70,217.00	83,206.24	83,896.24	67,025.32	79,451.32	80,141.32	63,833.64	75,696.40	76,386.40
4,610,000	73,565.09	87,146.46	87,837.96	70,366.60	83,383.54	84,075.04	67,168.12	79,620.62	80,312.12	63,969.64	75,857.70	76,549.20
4,620,000	73,721.49	87,331.76	88,024.76	70,516.20	83,560.84	84,253.84	67,310.92	79,789.92	80,482.92	64,105.64	76,019.00	76,712.00
4,630,000	73,877.89	87,517.06	88,211.56	70,665.80	83,738.14	84,432.64	67,453.72	79,959.22	80,653.72	64,241.64	76,180.30	76,874.80
4,640,000	74,034.29	87,702.36	88,398.36	70,815.40	83,915.44	84,611.44	67,596.52	80,128.52	80,824.52	64,377.64	76,341.60	77,037.60
4,650,000	74,190.69	87,887.66	88,585.16	70,965.00	84,092.74	84,790.24	67,739.32	80,297.82	80,995.32	64,513.64	76,502.90	77,200.40
4,660,000	74,347.09	88,072.96	88,771.96	71,114.60	84,270.04	84,969.04	67,882.12	80,467.12	81,166.12	64,649.64	76,664.20	77,363.20
4,670,000	74,503.49	88,258.26	88,958.76	71,264.20	84,447.34	85,147.84	68,024.92	80,636.42	81,336.92	64,785.64	76,825.50	77,526.00
4,680,000	74,659.89	88,443.56	89,145.56	71,413.80	84,624.64	85,326.64	68,167.72	80,805.72	81,507.72	64,921.64	76,986.80	77,688.80
4,690,000	74,816.29	88,628.86	89,332.36	71,563.40	84,801.94	85,505.44	68,310.52	80,975.02	81,678.52	65,057.64	77,148.10	77,851.60
4,700,000	74,972.69	88,814.16	89,519.16	71,713.00	84,979.24	85,684.24	68,453.32	81,144.32	81,849.32	65,193.64	77,309.40	78,014.40
4,710,000	75,129.09	88,999.46	89,705.96	71,862.60	85,156.54	85,863.04	68,596.12	81,313.62	82,020.12	65,329.64	77,470.70	78,177.20
4,720,000	75,285.49	89,184.76	89,892.76	72,012.20	85,333.84	86,041.84	68,738.92	81,482.92	82,190.92	65,465.64	77,632.00	78,340.00
4,730,000	75,441.89	89,370.06	90,079.56	72,161.80	85,511.14	86,220.64	68,881.72	81,652.22	82,361.72	65,601.64	77,793.30	78,502.80
4,740,000	75,598.29	89,555.36	90,266.36	72,311.40	85,688.44	86,399.44	69,024.52	81,821.52	82,532.52	65,737.64	77,954.60	78,665.60
4,750,000	75,754.69	89,740.66	90,453.16	72,461.00	85,865.74	86,578.24	69,167.32	81,990.82	82,703.32	65,873.64	78,115.90	78,828.40
4,760,000	75,911.09	89,925.96	90,639.96	72,610.60	86,043.04	86,757.04	69,310.12	82,160.12	82,874.12	66,009.64	78,277.20	78,991.20
4,770,000	76,067.49	90,111.26	90,826.76	72,760.20	86,220.34	86,935.84	69,452.92	82,329.42	83,044.92	66,145.64	78,438.50	79,154.00
4,780,000	76,223.89	90,296.56	91,013.56	72,909.80	86,397.64	87,114.64	69,595.72	82,498.72	83,215.72	66,281.64	78,599.80	79,316.80
4,790,000	76,380.29	90,481.86	91,200.36	73,059.40	86,574.94	87,293.44	69,738.52	82,668.02	83,386.52	66,417.64	78,761.10	79,479.60
4,800,000	76,536.69	90,667.16	91,387.16	73,209.00	86,752.24	87,472.24	69,881.32	82,837.32	83,557.32	66,553.64	78,922.40	79,642.40
4,810,000	76,693.09	90,852.46	91,573.96	73,358.60	86,929.54	87,651.04	70,024.12	83,006.62	83,728.12	66,689.64	79,083.70	79,805.20
4,820,000	76,849.49	91,037.76	91,760.76	73,508.20	87,106.84	87,829.84	70,166.92	83,175.92	83,898.92	66,825.64	79,245.00	79,968.00
4,830,000	77,005.89	91,223.06	91,947.56	73,657.80	87,284.14	88,008.64	70,309.72	83,345.22	84,069.72	66,961.64	79,406.30	80,130.80
4,840,000	77,162.29	91,408.36	92,134.36	73,807.40	87,461.44	88,187.44	70,452.52	83,514.52	84,240.52	67,097.64	79,567.60	80,293.60
4,850,000	77,318.69	91,593.66	92,321.16	73,957.00	87,638.74	88,366.24	70,595.32	83,683.82	84,411.32	67,233.64	79,728.90	80,456.40
4,860,000	77,475.09	91,778.96	92,507.96	74,106.60	87,816.04	88,545.04	70,738.12	83,853.12	84,582.12	67,369.64	79,890.20	80,619.20
4,870,000	77,631.49	91,964.26	92,694.76	74,256.20	87,993.34	88,723.84	70,880.92	84,022.42	84,752.92	67,505.64	80,051.50	80,782.00
4,880,000	77,787.89	92,149.56	92,881.56	74,405.80	88,170.64	88,902.64	71,023.72	84,191.72	84,923.72	67,641.64	80,212.80	80,944.80

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
4,890,000	77,944.29	92,334.86	93,068.36	74,555.40	88,347.94	89,081.44	71,166.52	84,361.02	85,094.52	67,777.64	80,374.10	81,107.60
4,900,000	78,100.69	92,520.16	93,255.16	74,705.00	88,525.24	89,260.24	71,309.32	84,530.32	85,265.32	67,913.64	80,535.40	81,270.40
4,910,000	78,257.09	92,705.46	93,441.96	74,854.60	88,702.54	89,439.04	71,452.12	84,699.62	85,436.12	68,049.64	80,696.70	81,433.20
4,920,000	78,413.49	92,890.76	93,628.76	75,004.20	88,879.84	89,617.84	71,594.92	84,868.92	85,606.92	68,185.64	80,858.00	81,596.00
4,930,000	78,569.89	93,076.06	93,815.56	75,153.80	89,057.14	89,796.64	71,737.72	85,038.22	85,777.72	68,321.64	81,019.30	81,758.80
4,940,000	78,726.29	93,261.36	94,002.36	75,303.40	89,234.44	89,975.44	71,880.52	85,207.52	85,948.52	68,457.64	81,180.60	81,921.60
4,950,000	78,882.69	93,446.66	94,189.16	75,453.00	89,411.74	90,154.24	72,023.32	85,376.82	86,119.32	68,593.64	81,341.90	82,084.40
4,960,000	79,039.09	93,631.96	94,375.96	75,602.60	89,589.04	90,333.04	72,166.12	85,546.12	86,290.12	68,729.64	81,503.20	82,247.20
4,970,000	79,195.49	93,817.26	94,562.76	75,752.20	89,766.34	90,511.84	72,308.92	85,715.42	86,460.92	68,865.64	81,664.50	82,410.00
4,980,000	79,351.89	94,002.56	94,749.56	75,901.80	89,943.64	90,690.64	72,451.72	85,884.72	86,631.72	69,001.64	81,825.80	82,572.80
4,990,000	79,508.29	94,187.86	94,936.36	76,051.40	90,120.94	90,869.44	72,594.52	86,054.02	86,802.52	69,137.64	81,987.10	82,735.60
5,000,000	79,664.69	94,373.16	95,123.16	76,201.00	90,298.24	91,048.24	72,737.32	86,223.32	86,973.32	69,273.64	82,148.40	82,898.40
5,010,000	79,821.09	94,558.46	95,309.96	76,350.60	90,475.54	91,227.04	72,880.12	86,392.62	87,144.12	69,409.64	82,309.70	83,061.20
5,020,000	79,977.49	94,743.76	95,496.76	76,500.20	90,652.84	91,405.84	73,022.92	86,561.92	87,314.92	69,545.64	82,471.00	83,224.00
5,030,000	80,133.89	94,929.06	95,683.56	76,649.80	90,830.14	91,584.64	73,165.72	86,731.22	87,485.72	69,681.64	82,632.30	83,386.80
5,040,000	80,290.29	95,114.36	95,870.36	76,799.40	91,007.44	91,763.44	73,308.52	86,900.52	87,656.52	69,817.64	82,793.60	83,549.60
5,050,000	80,446.69	95,299.66	96,057.16	76,949.00	91,184.74	91,942.24	73,451.32	87,069.82	87,827.32	69,953.64	82,954.90	83,712.40
5,060,000	80,603.09	95,484.96	96,243.96	77,098.60	91,362.04	92,121.04	73,594.12	87,239.12	87,998.12	70,089.64	83,116.20	83,875.20
5,070,000	80,759.49	95,670.26	96,430.76	77,248.20	91,539.34	92,299.84	73,736.92	87,408.42	88,168.92	70,225.64	83,277.50	84,038.00
5,080,000	80,915.89	95,855.56	96,617.56	77,397.80	91,716.64	92,478.64	73,879.72	87,577.72	88,339.72	70,361.64	83,438.80	84,200.80
5,090,000	81,072.29	96,040.86	96,804.36	77,547.40	91,893.94	92,657.44	74,022.52	87,747.02	88,510.52	70,497.64	83,600.10	84,363.60
5,100,000	81,228.69	96,226.16	96,991.16	77,697.00	92,071.24	92,836.24	74,165.32	87,916.32	88,681.32	70,633.64	83,761.40	84,526.40
5,110,000	81,385.09	96,411.46	97,177.96	77,846.60	92,248.54	93,015.04	74,308.12	88,085.62	88,852.12	70,769.64	83,922.70	84,689.20
5,120,000	81,541.49	96,596.76	97,364.76	77,996.20	92,425.84	93,193.84	74,450.92	88,254.92	89,022.92	70,905.64	84,084.00	84,852.00
5,130,000	81,697.89	96,782.06	97,551.56	78,145.80	92,603.14	93,372.64	74,593.72	88,424.22	89,193.72	71,041.64	84,245.30	85,014.80
5,140,000	81,854.29	96,967.36	97,738.36	78,295.40	92,780.44	93,551.44	74,736.52	88,593.52	89,364.52	71,177.64	84,406.60	85,177.60
5,150,000	82,010.69	97,152.66	97,925.16	78,445.00	92,957.74	93,730.24	74,879.32	88,762.82	89,535.32	71,313.64	84,567.90	85,340.40
5,160,000	82,167.09	97,337.96	98,111.96	78,594.60	93,135.04	93,909.04	75,022.12	88,932.12	89,706.12	71,449.64	84,729.20	85,503.20
5,170,000	82,323.49	97,523.26	98,298.76	78,744.20	93,312.34	94,087.84	75,164.92	89,101.42	89,876.92	71,585.64	84,890.50	85,666.00
5,180,000	82,479.89	97,708.56	98,485.56	78,893.80	93,489.64	94,266.64	75,307.72	89,270.72	90,047.72	71,721.64	85,051.80	85,828.80
5,190,000	82,636.29	97,893.86	98,672.36	79,043.40	93,666.94	94,445.44	75,450.52	89,440.02	90,218.52	71,857.64	85,213.10	85,991.60
5,200,000	82,792.69	98,079.16	98,859.16	79,193.00	93,844.24	94,624.24	75,593.32	89,609.32	90,389.32	71,993.64	85,374.40	86,154.40
5,210,000	82,949.09	98,264.46	99,045.96	79,342.60	94,021.54	94,803.04	75,736.12	89,778.62	90,560.12	72,129.64	85,535.70	86,317.20
5,220,000	83,105.49	98,449.76	99,232.76	79,492.20	94,198.84	94,981.84	75,878.92	89,947.92	90,730.92	72,265.64	85,697.00	86,480.00
5,230,000	83,261.89	98,635.06	99,419.56	79,641.80	94,376.14	95,160.64	76,021.72	90,117.22	90,901.72	72,401.64	85,858.30	86,642.80
5,240,000	83,418.29	98,820.36	99,606.36	79,791.40	94,553.44	95,339.44	76,164.52	90,286.52	91,072.52	72,537.64	86,019.60	86,805.60
5,250,000	83,574.69	99,005.66	99,793.16	79,941.00	94,730.74	95,518.24	76,307.32	90,455.82	91,243.32	72,673.64	86,180.90	86,968.40
5,260,000	83,731.09	99,190.96	99,979.96	80,090.60	94,908.04	95,697.04	76,450.12	90,625.12	91,414.12	72,809.64	86,342.20	87,131.20
5,270,000	83,887.49	99,376.26	100,166.76	80,240.20	95,085.34	95,875.84	76,592.92	90,794.42	91,584.92	72,945.64	86,503.50	87,294.00
5,280,000	84,043.89	99,561.56	100,353.56	80,389.80	95,262.64	96,054.64	76,735.72	90,963.72	91,755.72	73,081.64	86,664.80	87,456.80
5,290,000	84,200.29	99,746.86	100,540.36	80,539.40	95,439.94	96,233.44	76,878.52	91,133.02	91,926.52	73,217.64	86,826.10	87,619.60
5,300,000	84,356.69	99,932.16	100,727.16	80,689.00	95,617.24	96,412.24	77,021.32	91,302.32	92,097.32	73,353.64	86,987.40	87,782.40
5,310,000	84,513.09	100,117.46	100,913.96	80,838.60	95,794.54	96,591.04	77,164.12	91,471.62	92,268.12	73,489.64	87,148.70	87,945.20
5,320,000	84,669.49	100,302.76	101,100.76	80,988.20	95,971.84	96,769.84	77,306.92	91,640.92	92,438.92	73,625.64	87,310.00	88,108.00
5,330,000	84,825.89	100,488.06	101,287.56	81,137.80	96,149.14	96,948.64	77,449.72	91,810.22	92,609.72	73,761.64	87,471.30	88,270.80
5,340,000	84,982.29	100,673.36	101,474.36	81,287.40	96,326.44	97,127.44	77,592.52	91,979.52	92,780.52	73,897.64	87,632.60	88,433.60
5,350,000	85,138.69	100,858.66	101,661.16	81,437.00	96,503.74	97,306.24	77,735.32	92,148.82	92,951.32	74,033.64	87,793.90	88,596.40
5,360,000	85,295.09	101,043.96	101,847.96	81,586.60	96,681.04	97,485.04	77,878.12	92,318.12	93,122.12	74,169.64	87,955.20	88,759.20
5,370,000	85,451.49	101,229.26	102,034.76	81,736.20	96,858.34	97,663.84	78,020.92	92,487.42	93,292.92	74,305.64	88,116.50	88,922.00
5,380,000	85,607.89	101,414.56	102,221.56	81,885.80	97,035.64	97,842.64	78,163.72	92,656.72	93,463.72	74,441.64	88,277.80	89,084.80
5,390,000	85,764.29	101,599.86	102,408.36	82,035.40	97,212.94	98,021.44	78,306.52	92,826.02	93,634.52	74,577.64	88,439.10	89,247.60
5,400,000	85,920.69	101,785.16	102,595.16	82,185.00	97,390.24	98,200.24	78,449.32	92,995.32	93,805.32	74,713.64	88,600.40	89,410.40
5,410,000	86,077.09	101,970.46	102,781.96	82,334.60	97,567.54	98,379.04	78,592.12	93,164.62	93,976.12	74,849.64	88,761.70	89,573.20
5,420,000	86,233.49	102,155.76	102,968.76	82,484.20	97,744.84	98,557.84	78,734.92	93,333.92	94,146.92	74,985.64	88,923.00	89,736.00
5,430,000	86,389.89	102,341.06	103,155.56	82,633.80	97,922.14	98,736.64	78,877.72	93,503.22	94,317.72	75,121.64	89,084.30	89,898.80
5,440,000	86,546.29	102,526.36	103,342.36	82,783.40	98,099.44	98,915.44	79,020.52	93,672.52	94,488.52	75,257.64	89,245.60	90,061.60
5,450,000	86,702.69	102,711.66	103,529.16	82,933.00	98,276.74	99,094.24	79,163.32	93,841.82	94,659.32	75,393.64	89,406.90	90,224.40
5,460,000	86,859.09	102,896.96	103,715.96	83,082.60	98,454.04	99,273.04	79,306.12	94,011.12	94,830.12	75,529.64	89,568.20	90,387.20
5,470,000	87,015.49	103,082.26	103,902.76	83,232.20	98,631.34	99,451.84	79,448.92	94,180.42	95,000.92	75,665.64	89,729.50	90,550.00
5,480,000	87,171.89	103,267.56	104,089.56	83,381.80	98,808.64	99,630.64	79,591.72	94,349.72	95,171.72	75,801.64	89,890.80	90,712.80
5,490,000	87,328.29	103,452.86	104,276.36	83,531.40	98,985.94	99,809.44	79,734.52	94,519.02	95,342.52	75,937.64	90,052.10	90,875.60
5,500,000	87,484.69	103,638.16	104,463.16	83,681.00	99,163.24	99,988.24	79,877.32	94,688.32	95,513.32	76,073.64	90,213.40	91,038.40
5,510,000	87,641.09	103,823.46	104,649.96	83,830.60	99,340.54	100,167.04	80,020.12	94,857.62	95,684.12	76,209.64	90,374.70	91,201.20
5,520,000	87,797.49	104,008.76	104,836.76	83,980.20	99,517.84	100,345.84	80,162.92	95,026.92	95,854.92	76,345.64	90,536.00	91,364.00
5,530,000	87,953.89	104,194.06	105,023.56	84,129.80	99,695.14	100,524.64	80,305.72	95,196.22	96,025.72	76,481.64	90,697.30	91,526.80
5,540,000	88,110.29	104,379.36	105,210.36	84,279.40	99,872.44	100,703.44	80,448.52	95,365.52	96,196.52	76,617.64	90,858.60	91,689.60
5,550,000	88,266.69	104,564.66	105,397.16	84,429.00	100,049.74	100,882.24	80,591.32	95,534.82	96,367.32	76,753.64	91,019.90	91,852.40
5,560,000	88,423.09	104,749.96	105,583.96	84,578.60	100,227.04	101,061.04	80,734.12	95,704.12	96,538.12	76,889.64	91,181.20	92,015.20
5,570,000	88,579.49	104,935.26	105,770.76	84,728.20	100,404.34	101,239.84	80,876.92	95,873.42	96,708.92	77,025.64	91,342.50	92,178.00
5,580,000	88,735.89	105,120.56	105,957.56	84,877.80	100,581.64	101,418.64	81,019.72	96,042.72	96,879.72	77,161.64	91,503.80	92,340.80
5,590,000	88,892.29	105,305.86	106,144.36	85,027.40	100,758.94	101,597.44	81,162.52	96,212.02	97,050.52	77,297.64	91,665.10	92,503.60
5,600,000	89,048.69	105,491.16	106,331.16	85,177.00	100,936.24	101,776.24	81,305.32	96,381.32	97,221.32	77,433.64	91,826.40	92,666.40
5,610,000	89,205.09	105,676.46	106,517.96	85,326.60	101,113.54	101,955.04	81,448.12	96,550.62	97,392.12	77,569.64	91,987.70	92,829.20
5,620,000	89,361.49	105,861.76	106,704.76	85,476.20	101,290.84	102,133.84	81,590.92	96,719.92	97,562.92	77,705.64	92,149.00	92,992.00
5,630,000	89,517.89	106,047.06	106,891.56	85,625.80	101,468.14	102,312.64	81,733.72	96,889.22	97,733.72	77,841.64	92,310.30	93,154.80
5,640,000	89,674.29	106,232.36	107,078.36	85,775.40	101,645.44	102,491.44	81,876.52	97,058.52	97,904.52	77,977.64	92,471.60	93,317.60
5,650,000	89,830.69	106,417.66	107,265.16	85,925.00	101,822.74	102,670.24	82,019.32	97,227.82	98,075.32	78,113.64	92,632.90	93,480.40
5,660,000	89,987.09	106,602.96	107,451.96	86,074.60	102,000.04	102,849.04	82,162.12	97,397.12	98,246.12	78,249.64	92,794.20	93,643.20
5,670,000	90,143.49	106,788.26	107,638.76	86,224.20	102,177.34	103,027.84	82,304.92	97,566.42	98,416.92	78,385.64	92,955.50	93,806.00
5,680,000	90,299.89	106,973.56	107,825.56	86,373.80	102,354.64	103,206.64	82,447.72	97,735.72	98,587.72	78,521.64	93,116.80	93,968.80
5,690,000	90,456.29	107,158.86	108,012.36	86,523.40	102,531.94	103,385.44	82,590.52	97,905.02	98,758.52	78,657.64	93,278.10	94,131.60
5,700,000	90,612.69	107,344.16	108,199.16	86,673.00	102,709.24	103,564.24	82,733.32	98,074.32	98,929.32	78,793.64	93,439.40	94,294.40
5,710,000	90,769.09	107,529.46	108,385.96	86,822.60	102,886.54	103,743.04	82,876.12	98,243.62	99,100.12	78,929.64	93,600.70	94,457.20
5,720,000	90,925.49	107,714.76	108,572.76	86,972.20	103,063.84	103,921.84	83,018.92	98,412.92	99,270.92	79,065.64	93,762.00	94,620.00

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
5,730,000	91,081.89	107,900.06	108,759.56	87,121.80	103,241.14	104,100.64	83,161.72	98,582.22	99,441.72	79,201.64	93,923.30	94,782.80
5,740,000	91,238.29	108,085.36	108,946.36	87,271.40	103,418.44	104,279.44	83,304.52	98,751.52	99,612.52	79,337.64	94,084.60	94,945.60
5,750,000	91,394.69	108,270.66	109,133.16	87,421.00	103,595.74	104,458.24	83,447.32	98,920.82	99,783.32	79,473.64	94,245.90	95,108.40
5,760,000	91,551.09	108,455.96	109,319.96	87,570.60	103,773.04	104,637.04	83,590.12	99,090.12	99,954.12	79,609.64	94,407.20	95,271.20
5,770,000	91,707.49	108,641.26	109,506.76	87,720.20	103,950.34	104,815.84	83,732.92	99,259.42	100,124.92	79,745.64	94,568.50	95,434.00
5,780,000	91,863.89	108,826.56	109,693.56	87,869.80	104,127.64	104,994.64	83,875.72	99,428.72	100,295.72	79,881.64	94,729.80	95,596.80
5,790,000	92,020.29	109,011.86	109,880.36	88,019.40	104,304.94	105,173.44	84,018.52	99,598.02	100,466.52	80,017.64	94,891.10	95,759.60
5,800,000	92,176.69	109,197.16	110,067.16	88,169.00	104,482.24	105,352.24	84,161.32	99,767.32	100,637.32	80,153.64	95,052.40	95,922.40
5,810,000	92,333.09	109,382.46	110,253.96	88,318.60	104,659.54	105,531.04	84,304.12	99,936.62	100,808.12	80,289.64	95,213.70	96,085.20
5,820,000	92,489.49	109,567.76	110,440.76	88,468.20	104,836.84	105,709.84	84,446.92	100,105.92	100,978.92	80,425.64	95,375.00	96,248.00
5,830,000	92,645.89	109,753.06	110,627.56	88,617.80	105,014.14	105,888.64	84,589.72	100,275.22	101,149.72	80,561.64	95,536.30	96,410.80
5,840,000	92,802.29	109,938.36	110,814.36	88,767.40	105,191.44	106,067.44	84,732.52	100,444.52	101,320.52	80,697.64	95,697.60	96,573.60
5,850,000	92,958.69	110,123.66	111,001.16	88,917.00	105,368.74	106,246.24	84,875.32	100,613.82	101,491.32	80,833.64	95,858.90	96,736.40
5,860,000	93,115.09	110,308.96	111,187.96	89,066.60	105,546.04	106,425.04	85,018.12	100,783.12	101,662.12	80,969.64	96,020.20	96,899.20
5,870,000	93,271.49	110,494.26	111,374.76	89,216.20	105,723.34	106,603.84	85,160.92	100,952.42	101,832.92	81,105.64	96,181.50	97,062.00
5,880,000	93,427.89	110,679.56	111,561.56	89,365.80	105,900.64	106,782.64	85,303.72	101,121.72	102,003.72	81,241.64	96,342.80	97,224.80
5,890,000	93,584.29	110,864.86	111,748.36	89,515.40	106,077.94	106,961.44	85,446.52	101,291.02	102,174.52	81,377.64	96,504.10	97,387.60
5,900,000	93,740.69	111,050.16	111,935.16	89,665.00	106,255.24	107,140.24	85,589.32	101,460.32	102,345.32	81,513.64	96,665.40	97,550.40
5,910,000	93,897.09	111,235.46	112,121.96	89,814.60	106,432.54	107,319.04	85,732.12	101,629.62	102,516.12	81,649.64	96,826.70	97,713.20
5,920,000	94,053.49	111,420.76	112,308.76	89,964.20	106,609.84	107,497.84	85,874.92	101,798.92	102,686.92	81,785.64	96,988.00	97,876.00
5,930,000	94,209.89	111,606.06	112,495.56	90,113.80	106,787.14	107,676.64	86,017.72	101,968.22	102,857.72	81,921.64	97,149.30	98,038.80
5,940,000	94,366.29	111,791.36	112,682.36	90,263.40	106,964.44	107,855.44	86,160.52	102,137.52	103,028.52	82,057.64	97,310.60	98,201.60
5,950,000	94,522.69	111,976.66	112,869.16	90,413.00	107,141.74	108,034.24	86,303.32	102,306.82	103,199.32	82,193.64	97,471.90	98,364.40
5,960,000	94,679.09	112,161.96	113,055.96	90,562.60	107,319.04	108,213.04	86,446.12	102,476.12	103,370.12	82,329.64	97,633.20	98,527.20
5,970,000	94,835.49	112,347.26	113,242.76	90,712.20	107,496.34	108,391.84	86,588.92	102,645.42	103,540.92	82,465.64	97,794.50	98,690.00
5,980,000	94,991.89	112,532.56	113,429.56	90,861.80	107,673.64	108,570.64	86,731.72	102,814.72	103,711.72	82,601.64	97,955.80	98,852.80
5,990,000	95,148.29	112,717.86	113,616.36	91,011.40	107,850.94	108,749.44	86,874.52	102,984.02	103,882.52	82,737.64	98,117.10	99,015.60
6,000,000	95,304.69	112,903.16	113,803.16	91,161.00	108,028.24	108,928.24	87,017.32	103,153.32	104,053.32	82,873.64	98,278.40	99,178.40
6,010,000	95,461.09	113,088.46	113,989.96	91,310.60	108,205.54	109,107.04	87,160.12	103,322.62	104,224.12	83,009.64	98,439.70	99,341.20
6,020,000	95,617.49	113,273.76	114,176.76	91,460.20	108,382.84	109,285.84	87,302.92	103,491.92	104,394.92	83,145.64	98,601.00	99,504.00
6,030,000	95,773.89	113,459.06	114,363.56	91,609.80	108,560.14	109,464.64	87,445.72	103,661.22	104,565.72	83,281.64	98,762.30	99,666.80
6,040,000	95,930.29	113,644.36	114,550.36	91,759.40	108,737.44	109,643.44	87,588.52	103,830.52	104,736.52	83,417.64	98,923.60	99,829.60
6,050,000	96,086.69	113,829.66	114,737.16	91,909.00	108,914.74	109,822.24	87,731.32	103,999.82	104,907.32	83,553.64	99,084.90	99,992.40
6,060,000	96,243.09	114,014.96	114,923.96	92,058.60	109,092.04	110,001.04	87,874.12	104,169.12	105,078.12	83,689.64	99,246.20	100,155.20
6,070,000	96,399.49	114,200.26	115,110.76	92,208.20	109,269.34	110,179.84	88,016.92	104,338.42	105,248.92	83,825.64	99,407.50	100,318.00
6,080,000	96,555.89	114,385.56	115,297.56	92,357.80	109,446.64	110,358.64	88,159.72	104,507.72	105,419.72	83,961.64	99,568.80	100,480.80
6,090,000	96,712.29	114,570.86	115,484.36	92,507.40	109,623.94	110,537.44	88,302.52	104,677.02	105,590.52	84,097.64	99,730.10	100,643.60
6,100,000	96,868.69	114,756.16	115,671.16	92,657.00	109,801.24	110,716.24	88,445.32	104,846.32	105,761.32	84,233.64	99,891.40	100,806.40
6,110,000	97,025.09	114,941.46	115,857.96	92,806.60	109,978.54	110,895.04	88,588.12	105,015.62	105,932.12	84,369.64	100,052.70	100,969.20
6,120,000	97,181.49	115,126.76	116,044.76	92,956.20	110,155.84	111,073.84	88,730.92	105,184.92	106,102.92	84,505.64	100,214.00	101,132.00
6,130,000	97,337.89	115,312.06	116,231.56	93,105.80	110,333.14	111,252.64	88,873.72	105,354.22	106,273.72	84,641.64	100,375.30	101,294.80
6,140,000	97,494.29	115,497.36	116,418.36	93,255.40	110,510.44	111,431.44	89,016.52	105,523.52	106,444.52	84,777.64	100,536.60	101,457.60
6,150,000	97,650.69	115,682.66	116,605.16	93,405.00	110,687.74	111,610.24	89,159.32	105,692.82	106,615.32	84,913.64	100,697.90	101,620.40
6,160,000	97,807.09	115,867.96	116,791.96	93,554.60	110,865.04	111,789.04	89,302.12	105,862.12	106,786.12	85,049.64	100,859.20	101,783.20
6,170,000	97,963.49	116,053.26	116,978.76	93,704.20	111,042.34	111,967.84	89,444.92	106,031.42	106,956.92	85,185.64	101,020.50	101,946.00
6,180,000	98,119.89	116,238.56	117,165.56	93,853.80	111,219.64	112,146.64	89,587.72	106,200.72	107,127.72	85,321.64	101,181.80	102,108.80
6,190,000	98,276.29	116,423.86	117,352.36	94,003.40	111,396.94	112,325.44	89,730.52	106,370.02	107,298.52	85,457.64	101,343.10	102,271.60
6,200,000	98,432.69	116,609.16	117,539.16	94,153.00	111,574.24	112,504.24	89,873.32	106,539.32	107,469.32	85,593.64	101,504.40	102,434.40
6,210,000	98,589.09	116,794.46	117,725.96	94,302.60	111,751.54	112,683.04	90,016.12	106,708.62	107,640.12	85,729.64	101,665.70	102,597.20
6,220,000	98,745.49	116,979.76	117,912.76	94,452.20	111,928.84	112,861.84	90,158.92	106,877.92	107,810.92	85,865.64	101,827.00	102,760.00
6,230,000	98,901.89	117,165.06	118,099.56	94,601.80	112,106.14	113,040.64	90,301.72	107,047.22	107,981.72	86,001.64	101,988.30	102,922.80
6,240,000	99,058.29	117,350.36	118,286.36	94,751.40	112,283.44	113,219.44	90,444.52	107,216.52	108,152.52	86,137.64	102,149.60	103,085.60
6,250,000	99,214.69	117,535.66	118,473.16	94,901.00	112,460.74	113,398.24	90,587.32	107,385.82	108,323.32	86,273.64	102,310.90	103,248.40
6,260,000	99,371.09	117,720.96	118,659.96	95,050.60	112,638.04	113,577.04	90,730.12	107,555.12	108,494.12	86,409.64	102,472.20	103,411.20
6,270,000	99,527.49	117,906.26	118,846.76	95,200.20	112,815.34	113,755.84	90,872.92	107,724.42	108,664.92	86,545.64	102,633.50	103,574.00
6,280,000	99,683.89	118,091.56	119,033.56	95,349.80	112,992.64	113,934.64	91,015.72	107,893.72	108,835.72	86,681.64	102,794.80	103,736.80
6,290,000	99,840.29	118,276.86	119,220.36	95,499.40	113,169.94	114,113.44	91,158.52	108,063.02	109,006.52	86,817.64	102,956.10	103,899.60
6,300,000	99,996.69	118,462.16	119,407.16	95,649.00	113,347.24	114,292.24	91,301.32	108,232.32	109,177.32	86,953.64	103,117.40	104,062.40
6,310,000	100,153.09	118,647.46	119,593.96	95,798.60	113,524.54	114,471.04	91,444.12	108,401.62	109,348.12	87,089.64	103,278.70	104,225.20
6,320,000	100,309.49	118,832.76	119,780.76	95,948.20	113,701.84	114,649.84	91,586.92	108,570.92	109,518.92	87,225.64	103,440.00	104,388.00
6,330,000	100,465.89	119,018.06	119,967.56	96,097.80	113,879.14	114,828.64	91,729.72	108,740.22	109,689.72	87,361.64	103,601.30	104,550.80
6,340,000	100,622.29	119,203.36	120,154.36	96,247.40	114,056.44	115,007.44	91,872.52	108,909.52	109,860.52	87,497.64	103,762.60	104,713.60
6,350,000	100,778.69	119,388.66	120,341.16	96,397.00	114,233.74	115,186.24	92,015.32	109,078.82	110,031.32	87,633.64	103,923.90	104,876.40
6,360,000	100,935.09	119,573.96	120,527.96	96,546.60	114,411.04	115,365.04	92,158.12	109,248.12	110,202.12	87,769.64	104,085.20	105,039.20
6,370,000	101,091.49	119,759.26	120,714.76	96,696.20	114,588.34	115,543.84	92,300.92	109,417.42	110,372.92	87,905.64	104,246.50	105,202.00
6,380,000	101,247.89	119,944.56	120,901.56	96,845.80	114,765.64	115,722.64	92,443.72	109,586.72	110,543.72	88,041.64	104,407.80	105,364.80
6,390,000	101,404.29	120,129.86	121,088.36	96,995.40	114,942.94	115,901.44	92,586.52	109,756.02	110,714.52	88,177.64	104,569.10	105,527.60
6,400,000	101,560.69	120,315.16	121,275.16	97,145.00	115,120.24	116,080.24	92,729.32	109,925.32	110,885.32	88,313.64	104,730.40	105,690.40
6,410,000	101,717.09	120,500.46	121,461.96	97,294.60	115,297.54	116,259.04	92,872.12	110,094.62	111,056.12	88,449.64	104,891.70	105,853.20
6,420,000	101,873.49	120,685.76	121,648.76	97,444.20	115,474.84	116,437.84	93,014.92	110,263.92	111,226.92	88,585.64	105,053.00	106,016.00
6,430,000	102,029.89	120,871.06	121,835.56	97,593.80	115,652.14	116,616.64	93,157.72	110,433.22	111,397.72	88,721.64	105,214.30	106,178.80
6,440,000	102,186.29	121,056.36	122,022.36	97,743.40	115,829.44	116,795.44	93,300.52	110,602.52	111,568.52	88,857.64	105,375.60	106,341.60
6,450,000	102,342.69	121,241.66	122,209.16	97,893.00	116,006.74	116,974.24	93,443.32	110,771.82	111,739.32	88,993.64	105,536.90	106,504.40
6,460,000	102,499.09	121,426.96	122,395.96	98,042.60	116,184.04	117,153.04	93,586.12	110,941.12	111,910.12	89,129.64	105,698.20	106,667.20
6,470,000	102,655.49	121,612.26	122,582.76	98,192.20	116,361.34	117,331.84	93,728.92	111,110.42	112,080.92	89,265.64	105,859.50	106,830.00
6,480,000	102,811.89	121,797.56	122,769.56	98,341.80	116,538.64	117,510.64	93,871.72	111,279.72	112,251.72	89,401.64	106,020.80	106,992.80
6,490,000	102,968.29	121,982.86	122,956.36	98,491.40	116,715.94	117,689.44	94,014.52	111,449.02	112,422.52	89,537.64	106,182.10	107,155.60
6,500,000	103,124.69	122,168.16	123,143.16	98,641.00	116,893.24	117,868.24	94,157.32	111,618.32	112,593.32	89,673.64	106,343.40	107,318.40
6,510,000	103,281.09	122,353.46	123,329.96	98,790.60	117,070.54	118,047.04	94,300.12	111,787.62	112,764.12	89,809.64	106,504.70	107,481.20
6,520,000	103,437.49	122,538.76	123,516.76	98,940.20	117,247.84	118,225.84	94,442.92	111,956.92	112,934.92	89,945.64	106,666.00	107,644.00
6,530,000	103,593.89	122,724.06	123,703.56	99,089.80	117,425.14	118,404.64	94,585.72	112,126.22	113,105.72	90,081.64	106,827.30	107,806.80
6,540,000	103,750.29	122,909.36	123,890.36	99,239.40	117,602.44	118,583.44	94,728.52	112,295.52	113,276.52	90,217.64	106,988.60	107,969.60
6,550,000	103,906.69	123,094.66	124,077.16	99,389.00	117,779.74	118,762.24	94,871.32	112,464.82	113,447.32	90,353.64	107,149.90	108,132.40
6,560,000	104,063.09	123,279.96	124,263.96	99,538.60	117,957.04	118,941.04	95,014.12	112,634.12	113,618.12	90,489.64	107,311.20	108,295.20

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
6,570,000	104,219.49	123,465.26	124,450.76	99,688.20	118,134.34	119,119.84	95,156.92	112,803.42	113,788.92	90,625.64	107,472.50	108,458.00
6,580,000	104,375.89	123,650.56	124,637.56	99,837.80	118,311.64	119,298.64	95,299.72	112,972.72	113,959.72	90,761.64	107,633.80	108,620.80
6,590,000	104,532.29	123,835.86	124,824.36	99,987.40	118,488.94	119,477.44	95,442.52	113,142.02	114,130.52	90,897.64	107,795.10	108,783.60
6,600,000	104,688.69	124,021.16	125,011.16	100,137.00	118,666.24	119,656.24	95,585.32	113,311.32	114,301.32	91,033.64	107,956.40	108,946.40
6,610,000	104,845.09	124,206.46	125,197.96	100,286.60	118,843.54	119,835.04	95,728.12	113,480.62	114,472.12	91,169.64	108,117.70	109,109.20
6,620,000	105,001.49	124,391.76	125,384.76	100,436.20	119,020.84	120,013.84	95,870.92	113,649.92	114,642.92	91,305.64	108,279.00	109,272.00
6,630,000	105,157.89	124,577.06	125,571.56	100,585.80	119,198.14	120,192.64	96,013.72	113,819.22	114,813.72	91,441.64	108,440.30	109,434.80
6,640,000	105,314.29	124,762.36	125,758.36	100,735.40	119,375.44	120,371.44	96,156.52	113,988.52	114,984.52	91,577.64	108,601.60	109,597.60
6,650,000	105,470.69	124,947.66	125,945.16	100,885.00	119,552.74	120,550.24	96,299.32	114,157.82	115,155.32	91,713.64	108,762.90	109,760.40
6,660,000	105,627.09	125,132.96	126,131.96	101,034.60	119,730.04	120,729.04	96,442.12	114,327.12	115,326.12	91,849.64	108,924.20	109,923.20
6,670,000	105,783.49	125,318.26	126,318.76	101,184.20	119,907.34	120,907.84	96,584.92	114,496.42	115,496.92	91,985.64	109,085.50	110,086.00
6,680,000	105,939.89	125,503.56	126,505.56	101,333.80	120,084.64	121,086.64	96,727.72	114,665.72	115,667.72	92,121.64	109,246.80	110,248.80
6,690,000	106,096.29	125,688.86	126,692.36	101,483.40	120,261.94	121,265.44	96,870.52	114,835.02	115,838.52	92,257.64	109,408.10	110,411.60
6,700,000	106,252.69	125,874.16	126,879.16	101,633.00	120,439.24	121,444.24	97,013.32	115,004.32	116,009.32	92,393.64	109,569.40	110,574.40
6,710,000	106,409.09	126,059.46	127,065.96	101,782.60	120,616.54	121,623.04	97,156.12	115,173.62	116,180.12	92,529.64	109,730.70	110,737.20
6,720,000	106,565.49	126,244.76	127,252.76	101,932.20	120,793.84	121,801.84	97,298.92	115,342.92	116,350.92	92,665.64	109,892.00	110,900.00
6,730,000	106,721.89	126,430.06	127,439.56	102,081.80	120,971.14	121,980.64	97,441.72	115,512.22	116,521.72	92,801.64	110,053.30	111,062.80
6,740,000	106,878.29	126,615.36	127,626.36	102,231.40	121,148.44	122,159.44	97,584.52	115,681.52	116,692.52	92,937.64	110,214.60	111,225.60
6,750,000	107,034.69	126,800.66	127,813.16	102,381.00	121,325.74	122,338.24	97,727.32	115,850.82	116,863.32	93,073.64	110,375.90	111,388.40
6,760,000	107,191.09	126,985.96	127,999.96	102,530.60	121,503.04	122,517.04	97,870.12	116,020.12	117,034.12	93,209.64	110,537.20	111,551.20
6,770,000	107,347.49	127,171.26	128,186.76	102,680.20	121,680.34	122,695.84	98,012.92	116,189.42	117,204.92	93,345.64	110,698.50	111,714.00
6,780,000	107,503.89	127,356.56	128,373.56	102,829.80	121,857.64	122,874.64	98,155.72	116,358.72	117,375.72	93,481.64	110,859.80	111,876.80
6,790,000	107,660.29	127,541.86	128,560.36	102,979.40	122,034.94	123,053.44	98,298.52	116,528.02	117,546.52	93,617.64	111,021.10	112,039.60
6,800,000	107,816.69	127,727.16	128,747.16	103,129.00	122,212.24	123,232.24	98,441.32	116,697.32	117,717.32	93,753.64	111,182.40	112,202.40
6,810,000	107,973.09	127,912.46	128,933.96	103,278.60	122,389.54	123,411.04	98,584.12	116,866.62	117,888.12	93,889.64	111,343.70	112,365.20
6,820,000	108,129.49	128,097.76	129,120.76	103,428.20	122,566.84	123,589.84	98,726.92	117,035.92	118,058.92	94,025.64	111,505.00	112,528.00
6,830,000	108,285.89	128,283.06	129,307.56	103,577.80	122,744.14	123,768.64	98,869.72	117,205.22	118,229.72	94,161.64	111,666.30	112,690.80
6,840,000	108,442.29	128,468.36	129,494.36	103,727.40	122,921.44	123,947.44	99,012.52	117,374.52	118,400.52	94,297.64	111,827.60	112,853.60
6,850,000	108,598.69	128,653.66	129,681.16	103,877.00	123,098.74	124,126.24	99,155.32	117,543.82	118,571.32	94,433.64	111,988.90	113,016.40
6,860,000	108,755.09	128,838.96	129,867.96	104,026.60	123,276.04	124,305.04	99,298.12	117,713.12	118,742.12	94,569.64	112,150.20	113,179.20
6,870,000	108,911.49	129,024.26	130,054.76	104,176.20	123,453.34	124,483.84	99,440.92	117,882.42	118,912.92	94,705.64	112,311.50	113,342.00
6,880,000	109,067.89	129,209.56	130,241.56	104,325.80	123,630.64	124,662.64	99,583.72	118,051.72	119,083.72	94,841.64	112,472.80	113,504.80
6,890,000	109,224.29	129,394.86	130,428.36	104,475.40	123,807.94	124,841.44	99,726.52	118,221.02	119,254.52	94,977.64	112,634.10	113,667.60
6,900,000	109,380.69	129,580.16	130,615.16	104,625.00	123,985.24	125,020.24	99,869.32	118,390.32	119,425.32	95,113.64	112,795.40	113,830.40
6,910,000	109,537.09	129,765.46	130,801.96	104,774.60	124,162.54	125,199.04	100,012.12	118,559.62	119,596.12	95,249.64	112,956.70	113,993.20
6,920,000	109,693.49	129,950.76	130,988.76	104,924.20	124,339.84	125,377.84	100,154.92	118,728.92	119,766.92	95,385.64	113,118.00	114,156.00
6,930,000	109,849.89	130,136.06	131,175.56	105,073.80	124,517.14	125,556.64	100,297.72	118,898.22	119,937.72	95,521.64	113,279.30	114,318.80
6,940,000	110,006.29	130,321.36	131,362.36	105,223.40	124,694.44	125,735.44	100,440.52	119,067.52	120,108.52	95,657.64	113,440.60	114,481.60
6,950,000	110,162.69	130,506.66	131,549.16	105,373.00	124,871.74	125,914.24	100,583.32	119,236.82	120,279.32	95,793.64	113,601.90	114,644.40
6,960,000	110,319.09	130,691.96	131,735.96	105,522.60	125,049.04	126,093.04	100,726.12	119,406.12	120,450.12	95,929.64	113,763.20	114,807.20
6,970,000	110,475.49	130,877.26	131,922.76	105,672.20	125,226.34	126,271.84	100,868.92	119,575.42	120,620.92	96,065.64	113,924.50	114,970.00
6,980,000	110,631.89	131,062.56	132,109.56	105,821.80	125,403.64	126,450.64	101,011.72	119,744.72	120,791.72	96,201.64	114,085.80	115,132.80
6,990,000	110,788.29	131,247.86	132,296.36	105,971.40	125,580.94	126,629.44	101,154.52	119,914.02	120,962.52	96,337.64	114,247.10	115,295.60
7,000,000	110,944.69	131,433.16	132,483.16	106,121.00	125,758.24	126,808.24	101,297.32	120,083.32	121,133.32	96,473.64	114,408.40	115,458.40
7,010,000	111,101.09	131,618.46	132,669.96	106,270.60	125,935.54	126,987.04	101,440.12	120,252.62	121,304.12	96,609.64	114,569.70	115,621.20
7,020,000	111,257.49	131,803.76	132,856.76	106,420.20	126,112.84	127,165.84	101,582.92	120,421.92	121,474.92	96,745.64	114,731.00	115,784.00
7,030,000	111,413.89	131,989.06	133,043.56	106,569.80	126,290.14	127,344.64	101,725.72	120,591.22	121,645.72	96,881.64	114,892.30	115,946.80
7,040,000	111,570.29	132,174.36	133,230.36	106,719.40	126,467.44	127,523.44	101,868.52	120,760.52	121,816.52	97,017.64	115,053.60	116,109.60
7,050,000	111,726.69	132,359.66	133,417.16	106,869.00	126,644.74	127,702.24	102,011.32	120,929.82	121,987.32	97,153.64	115,214.90	116,272.40
7,060,000	111,883.09	132,544.96	133,603.96	107,018.60	126,822.04	127,881.04	102,154.12	121,099.12	122,158.12	97,289.64	115,376.20	116,435.20
7,070,000	112,039.49	132,730.26	133,790.76	107,168.20	126,999.34	128,059.84	102,296.92	121,268.42	122,328.92	97,425.64	115,537.50	116,598.00
7,080,000	112,195.89	132,915.56	133,977.56	107,317.80	127,176.64	128,238.64	102,439.72	121,437.72	122,499.72	97,561.64	115,698.80	116,760.80
7,090,000	112,352.29	133,100.86	134,164.36	107,467.40	127,353.94	128,417.44	102,582.52	121,607.02	122,670.52	97,697.64	115,860.10	116,923.60
7,100,000	112,508.69	133,286.16	134,351.16	107,617.00	127,531.24	128,596.24	102,725.32	121,776.32	122,841.32	97,833.64	116,021.40	117,086.40
7,110,000	112,665.09	133,471.46	134,537.96	107,766.60	127,708.54	128,775.04	102,868.12	121,945.62	123,012.12	97,969.64	116,182.70	117,249.20
7,120,000	112,821.49	133,656.76	134,724.76	107,916.20	127,885.84	128,953.84	103,010.92	122,114.92	123,182.92	98,105.64	116,344.00	117,412.00
7,130,000	112,977.89	133,842.06	134,911.56	108,065.80	128,063.14	129,132.64	103,153.72	122,284.22	123,353.72	98,241.64	116,505.30	117,574.80
7,140,000	113,134.29	134,027.36	135,098.36	108,215.40	128,240.44	129,311.44	103,296.52	122,453.52	123,524.52	98,377.64	116,666.60	117,737.60
7,150,000	113,290.69	134,212.66	135,285.16	108,365.00	128,417.74	129,490.24	103,439.32	122,622.82	123,695.32	98,513.64	116,827.90	117,900.40
7,160,000	113,447.09	134,397.96	135,471.96	108,514.60	128,595.04	129,669.04	103,582.12	122,792.12	123,866.12	98,649.64	116,989.20	118,063.20
7,170,000	113,603.49	134,583.26	135,658.76	108,664.20	128,772.34	129,847.84	103,724.92	122,961.42	124,036.92	98,785.64	117,150.50	118,226.00
7,180,000	113,759.89	134,768.56	135,845.56	108,813.80	128,949.64	130,026.64	103,867.72	123,130.72	124,207.72	98,921.64	117,311.80	118,388.80
7,190,000	113,916.29	134,953.86	136,032.36	108,963.40	129,126.94	130,205.44	104,010.52	123,300.02	124,378.52	99,057.64	117,473.10	118,551.60
7,200,000	114,072.69	135,139.16	136,219.16	109,113.00	129,304.24	130,384.24	104,153.32	123,469.32	124,549.32	99,193.64	117,634.40	118,714.40
7,210,000	114,229.09	135,324.46	136,405.96	109,262.60	129,481.54	130,563.04	104,296.12	123,638.62	124,720.12	99,329.64	117,795.70	118,877.20
7,220,000	114,385.49	135,509.76	136,592.76	109,412.20	129,658.84	130,741.84	104,438.92	123,807.92	124,890.92	99,465.64	117,957.00	119,040.00
7,230,000	114,541.89	135,695.06	136,779.56	109,561.80	129,836.14	130,920.64	104,581.72	123,977.22	125,061.72	99,601.64	118,118.30	119,202.80
7,240,000	114,698.29	135,880.36	136,966.36	109,711.40	130,013.44	131,099.44	104,724.52	124,146.52	125,232.52	99,737.64	118,279.60	119,365.60
7,250,000	114,854.69	136,065.66	137,153.16	109,861.00	130,190.74	131,278.24	104,867.32	124,315.82	125,403.32	99,873.64	118,440.90	119,528.40
7,260,000	115,011.09	136,250.96	137,339.96	110,010.60	130,368.04	131,457.04	105,010.12	124,485.12	125,574.12	100,009.64	118,602.20	119,691.20
7,270,000	115,167.49	136,436.26	137,526.76	110,160.20	130,545.34	131,635.84	105,152.92	124,654.42	125,744.92	100,145.64	118,763.50	119,854.00
7,280,000	115,323.89	136,621.56	137,713.56	110,309.80	130,722.64	131,814.64	105,295.72	124,823.72	125,915.72	100,281.64	118,924.80	120,016.80
7,290,000	115,480.29	136,806.86	137,900.36	110,459.40	130,899.94	131,993.44	105,438.52	124,993.02	126,086.52	100,417.64	119,086.10	120,179.60
7,300,000	115,636.69	136,992.16	138,087.16	110,609.00	131,077.24	132,172.24	105,581.32	125,162.32	126,257.32	100,553.64	119,247.40	120,342.40
7,310,000	115,793.09	137,177.46	138,273.96	110,758.60	131,254.54	132,351.04	105,724.12	125,331.62	126,428.12	100,689.64	119,408.70	120,505.20
7,320,000	115,949.49	137,362.76	138,460.76	110,908.20	131,431.84	132,529.84	105,866.92	125,500.92	126,598.92	100,825.64	119,570.00	120,668.00
7,330,000	116,105.89	137,548.06	138,647.56	111,057.80	131,609.14	132,708.64	106,009.72	125,670.22	126,769.72	100,961.64	119,731.30	120,830.80
7,340,000	116,262.29	137,733.36	138,834.36	111,207.40	131,786.44	132,887.44	106,152.52	125,839.52	126,940.52	101,097.64	119,892.60	120,993.60
7,350,000	116,418.69	137,918.66	139,021.16	111,357.00	131,963.74	133,066.24	106,295.32	126,008.82	127,111.32	101,233.64	120,053.90	121,156.40
7,360,000	116,575.09	138,103.96	139,207.96	111,506.60	132,141.04	133,245.04	106,438.12	126,178.12	127,282.12	101,369.64	120,215.20	121,319.20
7,370,000	116,731.49	138,289.26	139,394.76	111,656.20	132,318.34	133,423.84	106,580.92	126,347.42	127,452.92	101,505.64	120,376.50	121,482.00
7,380,000	116,887.89	138,474.56	139,581.56	111,805.80	132,495.64	133,602.64	106,723.72	126,516.72	127,623.72	101,641.64	120,537.80	121,644.80
7,390,000	117,044.29	138,659.86	139,768.36	111,955.40	132,672.94	133,781.44	106,866.52	126,686.02	127,794.52	101,777.64	120,699.10	121,807.60
7,400,000	117,200.69	138,845.16	139,955.16	112,105.00	132,850.24	133,960.24	107,009.32	126,855.32	127,965.32	101,913.64	120,860.40	121,970.40

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
7,410,000	117,357.09	139,030.46	140,141.96	112,254.60	133,027.54	134,139.04	107,152.12	127,024.62	128,136.12	102,049.64	121,021.70	122,133.20
7,420,000	117,513.49	139,215.76	140,328.76	112,404.20	133,204.84	134,317.84	107,294.92	127,193.92	128,306.92	102,185.64	121,183.00	122,296.00
7,430,000	117,669.89	139,401.06	140,515.56	112,553.80	133,382.14	134,496.64	107,437.72	127,363.22	128,477.72	102,321.64	121,344.30	122,458.80
7,440,000	117,826.29	139,586.36	140,702.36	112,703.40	133,559.44	134,675.44	107,580.52	127,532.52	128,648.52	102,457.64	121,505.60	122,621.60
7,450,000	117,982.69	139,771.66	140,889.16	112,853.00	133,736.74	134,854.24	107,723.32	127,701.82	128,819.32	102,593.64	121,666.90	122,784.40
7,460,000	118,139.09	139,956.96	141,075.96	113,002.60	133,914.04	135,033.04	107,866.12	127,871.12	128,990.12	102,729.64	121,828.20	122,947.20
7,470,000	118,295.49	140,142.26	141,262.76	113,152.20	134,091.34	135,211.84	108,008.92	128,040.42	129,160.92	102,865.64	121,989.50	123,110.00
7,480,000	118,451.89	140,327.56	141,449.56	113,301.80	134,268.64	135,390.64	108,151.72	128,209.72	129,331.72	103,001.64	122,150.80	123,272.80
7,490,000	118,608.29	140,512.86	141,636.36	113,451.40	134,445.94	135,569.44	108,294.52	128,379.02	129,502.52	103,137.64	122,312.10	123,435.60
7,500,000	118,764.69	140,698.16	141,823.16	113,601.00	134,623.24	135,748.24	108,437.32	128,548.32	129,673.32	103,273.64	122,473.40	123,598.40
7,510,000	118,921.09	140,883.46	142,009.96	113,750.60	134,800.54	135,927.04	108,580.12	128,717.62	129,844.12	103,409.64	122,634.70	123,761.20
7,520,000	119,077.49	141,068.76	142,196.76	113,900.20	134,977.84	136,105.84	108,722.92	128,886.92	130,014.92	103,545.64	122,796.00	123,924.00
7,530,000	119,233.89	141,254.06	142,383.56	114,049.80	135,155.14	136,284.64	108,865.72	129,056.22	130,185.72	103,681.64	122,957.30	124,086.80
7,540,000	119,390.29	141,439.36	142,570.36	114,199.40	135,332.44	136,463.44	109,008.52	129,225.52	130,356.52	103,817.64	123,118.60	124,249.60
7,550,000	119,546.69	141,624.66	142,757.16	114,349.00	135,509.74	136,642.24	109,151.32	129,394.82	130,527.32	103,953.64	123,279.90	124,412.40
7,560,000	119,703.09	141,809.96	142,943.96	114,498.60	135,687.04	136,821.04	109,294.12	129,564.12	130,698.12	104,089.64	123,441.20	124,575.20
7,570,000	119,859.49	141,995.26	143,130.76	114,648.20	135,864.34	136,999.84	109,436.92	129,733.42	130,868.92	104,225.64	123,602.50	124,738.00
7,580,000	120,015.89	142,180.56	143,317.56	114,797.80	136,041.64	137,178.64	109,579.72	129,902.72	131,039.72	104,361.64	123,763.80	124,900.80
7,590,000	120,172.29	142,365.86	143,504.36	114,947.40	136,218.94	137,357.44	109,722.52	130,072.02	131,210.52	104,497.64	123,925.10	125,063.60
7,600,000	120,328.69	142,551.16	143,691.16	115,097.00	136,396.24	137,536.24	109,865.32	130,241.32	131,381.32	104,633.64	124,086.40	125,226.40
7,610,000	120,485.09	142,736.46	143,877.96	115,246.60	136,573.54	137,715.04	110,008.12	130,410.62	131,552.12	104,769.64	124,247.70	125,389.20
7,620,000	120,641.49	142,921.76	144,064.76	115,396.20	136,750.84	137,893.84	110,150.92	130,579.92	131,722.92	104,905.64	124,409.00	125,552.00
7,630,000	120,797.89	143,107.06	144,251.56	115,545.80	136,928.14	138,072.64	110,293.72	130,749.22	131,893.72	105,041.64	124,570.30	125,714.80
7,640,000	120,954.29	143,292.36	144,438.36	115,695.40	137,105.44	138,251.44	110,436.52	130,918.52	132,064.52	105,177.64	124,731.60	125,877.60
7,650,000	121,110.69	143,477.66	144,625.16	115,845.00	137,282.74	138,430.24	110,579.32	131,087.82	132,235.32	105,313.64	124,892.90	126,040.40
7,660,000	121,267.09	143,662.96	144,811.96	115,994.60	137,460.04	138,609.04	110,722.12	131,257.12	132,406.12	105,449.64	125,054.20	126,203.20
7,670,000	121,423.49	143,848.26	144,998.76	116,144.20	137,637.34	138,787.84	110,864.92	131,426.42	132,576.92	105,585.64	125,215.50	126,366.00
7,680,000	121,579.89	144,033.56	145,185.56	116,293.80	137,814.64	138,966.64	111,007.72	131,595.72	132,747.72	105,721.64	125,376.80	126,528.80
7,690,000	121,736.29	144,218.86	145,372.36	116,443.40	137,991.94	139,145.44	111,150.52	131,765.02	132,918.52	105,857.64	125,538.10	126,691.60
7,700,000	121,892.69	144,404.16	145,559.16	116,593.00	138,169.24	139,324.24	111,293.32	131,934.32	133,089.32	105,993.64	125,699.40	126,854.40
7,710,000	122,049.09	144,589.46	145,745.96	116,742.60	138,346.54	139,503.04	111,436.12	132,103.62	133,260.12	106,129.64	125,860.70	127,017.20
7,720,000	122,205.49	144,774.76	145,932.76	116,892.20	138,523.84	139,681.84	111,578.92	132,272.92	133,430.92	106,265.64	126,022.00	127,180.00
7,730,000	122,361.89	144,960.06	146,119.56	117,041.80	138,701.14	139,860.64	111,721.72	132,442.22	133,601.72	106,401.64	126,183.30	127,342.80
7,740,000	122,518.29	145,145.36	146,306.36	117,191.40	138,878.44	140,039.44	111,864.52	132,611.52	133,772.52	106,537.64	126,344.60	127,505.60
7,750,000	122,674.69	145,330.66	146,493.16	117,341.00	139,055.74	140,218.24	112,007.32	132,780.82	133,943.32	106,673.64	126,505.90	127,668.40
7,760,000	122,831.09	145,515.96	146,679.96	117,490.60	139,233.04	140,397.04	112,150.12	132,950.12	134,114.12	106,809.64	126,667.20	127,831.20
7,770,000	122,987.49	145,701.26	146,866.76	117,640.20	139,410.34	140,575.84	112,292.92	133,119.42	134,284.92	106,945.64	126,828.50	127,994.00
7,780,000	123,143.89	145,886.56	147,053.56	117,789.80	139,587.64	140,754.64	112,435.72	133,288.72	134,455.72	107,081.64	126,989.80	128,156.80
7,790,000	123,300.29	146,071.86	147,240.36	117,939.40	139,764.94	140,933.44	112,578.52	133,458.02	134,626.52	107,217.64	127,151.10	128,319.60
7,800,000	123,456.69	146,257.16	147,427.16	118,089.00	139,942.24	141,112.24	112,721.32	133,627.32	134,797.32	107,353.64	127,312.40	128,482.40
7,810,000	123,613.09	146,442.46	147,613.96	118,238.60	140,119.54	141,291.04	112,864.12	133,796.62	134,968.12	107,489.64	127,473.70	128,645.20
7,820,000	123,769.49	146,627.76	147,800.76	118,388.20	140,296.84	141,469.84	113,006.92	133,965.92	135,138.92	107,625.64	127,635.00	128,808.00
7,830,000	123,925.89	146,813.06	147,987.56	118,537.80	140,474.14	141,648.64	113,149.72	134,135.22	135,309.72	107,761.64	127,796.30	128,970.80
7,840,000	124,082.29	146,998.36	148,174.36	118,687.40	140,651.44	141,827.44	113,292.52	134,304.52	135,480.52	107,897.64	127,957.60	129,133.60
7,850,000	124,238.69	147,183.66	148,361.16	118,837.00	140,828.74	142,006.24	113,435.32	134,473.82	135,651.32	108,033.64	128,118.90	129,296.40
7,860,000	124,395.09	147,368.96	148,547.96	118,986.60	141,006.04	142,185.04	113,578.12	134,643.12	135,822.12	108,169.64	128,280.20	129,459.20
7,870,000	124,551.49	147,554.26	148,734.76	119,136.20	141,183.34	142,363.84	113,720.92	134,812.42	135,992.92	108,305.64	128,441.50	129,622.00
7,880,000	124,707.89	147,739.56	148,921.56	119,285.80	141,360.64	142,542.64	113,863.72	134,981.72	136,163.72	108,441.64	128,602.80	129,784.80
7,890,000	124,864.29	147,924.86	149,108.36	119,435.40	141,537.94	142,721.44	114,006.52	135,151.02	136,334.52	108,577.64	128,764.10	129,947.60
7,900,000	125,020.69	148,110.16	149,295.16	119,585.00	141,715.24	142,900.24	114,149.32	135,320.32	136,505.32	108,713.64	128,925.40	130,110.40
7,910,000	125,177.09	148,295.46	149,481.96	119,734.60	141,892.54	143,079.04	114,292.12	135,489.62	136,676.12	108,849.64	129,086.70	130,273.20
7,920,000	125,333.49	148,480.76	149,668.76	119,884.20	142,069.84	143,257.84	114,434.92	135,658.92	136,846.92	108,985.64	129,248.00	130,436.00
7,930,000	125,489.89	148,666.06	149,855.56	120,033.80	142,247.14	143,436.64	114,577.72	135,828.22	137,017.72	109,121.64	129,409.30	130,598.80
7,940,000	125,646.29	148,851.36	150,042.36	120,183.40	142,424.44	143,615.44	114,720.52	135,997.52	137,188.52	109,257.64	129,570.60	130,761.60
7,950,000	125,802.69	149,036.66	150,229.16	120,333.00	142,601.74	143,794.24	114,863.32	136,166.82	137,359.32	109,393.64	129,731.90	130,924.40
7,960,000	125,959.09	149,221.96	150,415.96	120,482.60	142,779.04	143,973.04	115,006.12	136,336.12	137,530.12	109,529.64	129,893.20	131,087.20
7,970,000	126,115.49	149,407.26	150,602.76	120,632.20	142,956.34	144,151.84	115,148.92	136,505.42	137,700.92	109,665.64	130,054.50	131,250.00
7,980,000	126,271.89	149,592.56	150,789.56	120,781.80	143,133.64	144,330.64	115,291.72	136,674.72	137,871.72	109,801.64	130,215.80	131,412.80
7,990,000	126,428.29	149,777.86	150,976.36	120,931.40	143,310.94	144,509.44	115,434.52	136,844.02	138,042.52	109,937.64	130,377.10	131,575.60
8,000,000	126,584.69	149,963.16	151,163.16	121,081.00	143,488.24	144,688.24	115,577.32	137,013.32	138,213.32	110,073.64	130,538.40	131,738.40
8,010,000	126,741.09	150,148.46	151,349.96	121,230.60	143,665.54	144,867.04	115,720.12	137,182.62	138,384.12	110,209.64	130,699.70	131,901.20
8,020,000	126,897.49	150,333.76	151,536.76	121,380.20	143,842.84	145,045.84	115,862.92	137,351.92	138,554.92	110,345.64	130,861.00	132,064.00
8,030,000	127,053.89	150,519.06	151,723.56	121,529.80	144,020.14	145,224.64	116,005.72	137,521.22	138,725.72	110,481.64	131,022.30	132,226.80
8,040,000	127,210.29	150,704.36	151,910.36	121,679.40	144,197.44	145,403.44	116,148.52	137,690.52	138,896.52	110,617.64	131,183.60	132,389.60
8,050,000	127,366.69	150,889.66	152,097.16	121,829.00	144,374.74	145,582.24	116,291.32	137,859.82	139,067.32	110,753.64	131,344.90	132,552.40
8,060,000	127,523.09	151,074.96	152,283.96	121,978.60	144,552.04	145,761.04	116,434.12	138,029.12	139,238.12	110,889.64	131,506.20	132,715.20
8,070,000	127,679.49	151,260.26	152,470.76	122,128.20	144,729.34	145,939.84	116,576.92	138,198.42	139,408.92	111,025.64	131,667.50	132,878.00
8,080,000	127,835.89	151,445.56	152,657.56	122,277.80	144,906.64	146,118.64	116,719.72	138,367.72	139,579.72	111,161.64	131,828.80	133,040.80
8,090,000	127,992.29	151,630.86	152,844.36	122,427.40	145,083.94	146,297.44	116,862.52	138,537.02	139,750.52	111,297.64	131,990.10	133,203.60
8,100,000	128,148.69	151,816.16	153,031.16	122,577.00	145,261.24	146,476.24	117,005.32	138,706.32	139,921.32	111,433.64	132,151.40	133,366.40
8,110,000	128,305.09	152,001.46	153,217.96	122,726.60	145,438.54	146,655.04	117,148.12	138,875.62	140,092.12	111,569.64	132,312.70	133,529.20
8,120,000	128,461.49	152,186.76	153,404.76	122,876.20	145,615.84	146,833.84	117,290.92	139,044.92	140,262.92	111,705.64	132,474.00	133,692.00
8,130,000	128,617.89	152,372.06	153,591.56	123,025.80	145,793.14	147,012.64	117,433.72	139,214.22	140,433.72	111,841.64	132,635.30	133,854.80
8,140,000	128,774.29	152,557.36	153,778.36	123,175.40	145,970.44	147,191.44	117,576.52	139,383.52	140,604.52	111,977.64	132,796.60	134,017.60
8,150,000	128,930.69	152,742.66	153,965.16	123,325.00	146,147.74	147,370.24	117,719.32	139,552.82	140,775.32	112,113.64	132,957.90	134,180.40
8,160,000	129,087.09	152,927.96	154,151.96	123,474.60	146,325.04	147,549.04	117,862.12	139,722.12	140,946.12	112,249.64	133,119.20	134,343.20
8,170,000	129,243.49	153,113.26	154,338.76	123,624.20	146,502.34	147,727.84	118,004.92	139,891.42	141,116.92	112,385.64	133,280.50	134,506.00
8,180,000	129,399.89	153,298.56	154,525.56	123,773.80	146,679.64	147,906.64	118,147.72	140,060.72	141,287.72	112,521.64	133,441.80	134,668.80
8,190,000	129,556.29	153,483.86	154,712.36	123,923.40	146,856.94	148,085.44	118,290.52	140,230.02	141,458.52	112,657.64	133,603.10	134,831.60
8,200,000	129,712.69	153,669.16	154,899.16	124,073.00	147,034.24	148,264.24	118,433.32	140,399.32	141,629.32	112,793.64	133,764.40	134,994.40
8,210,000	129,869.09	153,854.46	155,085.96	124,222.60	147,211.54	148,443.04	118,576.12	140,568.62	141,800.12	112,929.64	133,925.70	135,157.20
8,220,000	130,025.49	154,039.76	155,272.76	124,372.20	147,388.84	148,621.84	118,718.92	140,737.92	141,970.92	113,065.64	134,087.00	135,320.00
8,230,000	130,181.89	154,225.06	155,459.56	124,521.80	147,566.14	148,800.64	118,861.72	140,907.22	142,141.72	113,201.64	134,248.30	135,482.80
8,240,000	130,338.29	154,410.36	155,646.36	124,671.40	147,743.44	148,979.44	119,004.52	141,076.52	142,312.52	113,337.64	134,409.60	135,645.60

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
8,250,000	130,494.69	154,595.66	155,833.16	124,821.00	147,920.74	149,158.24	119,147.32	141,245.82	142,483.32	113,473.64	134,570.90	135,808.40
8,260,000	130,651.09	154,780.96	156,019.96	124,970.60	148,098.04	149,337.04	119,290.12	141,415.12	142,654.12	113,609.64	134,732.20	135,971.20
8,270,000	130,807.49	154,966.26	156,206.76	125,120.20	148,275.34	149,515.84	119,432.92	141,584.42	142,824.92	113,745.64	134,893.50	136,134.00
8,280,000	130,963.89	155,151.56	156,393.56	125,269.80	148,452.64	149,694.64	119,575.72	141,753.72	142,995.72	113,881.64	135,054.80	136,296.80
8,290,000	131,120.29	155,336.86	156,580.36	125,419.40	148,629.94	149,873.44	119,718.52	141,923.02	143,166.52	114,017.64	135,216.10	136,459.60
8,300,000	131,276.69	155,522.16	156,767.16	125,569.00	148,807.24	150,052.24	119,861.32	142,092.32	143,337.32	114,153.64	135,377.40	136,622.40
8,310,000	131,433.09	155,707.46	156,953.96	125,718.60	148,984.54	150,231.04	120,004.12	142,261.62	143,508.12	114,289.64	135,538.70	136,785.20
8,320,000	131,589.49	155,892.76	157,140.76	125,868.20	149,161.84	150,409.84	120,146.92	142,430.92	143,678.92	114,425.64	135,700.00	136,948.00
8,330,000	131,745.89	156,078.06	157,327.56	126,017.80	149,339.14	150,588.64	120,289.72	142,600.22	143,849.72	114,561.64	135,861.30	137,110.80
8,340,000	131,902.29	156,263.36	157,514.36	126,167.40	149,516.44	150,767.44	120,432.52	142,769.52	144,020.52	114,697.64	136,022.60	137,273.60
8,350,000	132,058.69	156,448.66	157,701.16	126,317.00	149,693.74	150,946.24	120,575.32	142,938.82	144,191.32	114,833.64	136,183.90	137,436.40
8,360,000	132,215.09	156,633.96	157,887.96	126,466.60	149,871.04	151,125.04	120,718.12	143,108.12	144,362.12	114,969.64	136,345.20	137,599.20
8,370,000	132,371.49	156,819.26	158,074.76	126,616.20	150,048.34	151,303.84	120,860.92	143,277.42	144,532.92	115,105.64	136,506.50	137,762.00
8,380,000	132,527.89	157,004.56	158,261.56	126,765.80	150,225.64	151,482.64	121,003.72	143,446.72	144,703.72	115,241.64	136,667.80	137,924.80
8,390,000	132,684.29	157,189.86	158,448.36	126,915.40	150,402.94	151,661.44	121,146.52	143,616.02	144,874.52	115,377.64	136,829.10	138,087.60
8,400,000	132,840.69	157,375.16	158,635.16	127,065.00	150,580.24	151,840.24	121,289.32	143,785.32	145,045.32	115,513.64	136,990.40	138,250.40
8,410,000	132,997.09	157,560.46	158,821.96	127,214.60	150,757.54	152,019.04	121,432.12	143,954.62	145,216.12	115,649.64	137,151.70	138,413.20
8,420,000	133,153.49	157,745.76	159,008.76	127,364.20	150,934.84	152,197.84	121,574.92	144,123.92	145,386.92	115,785.64	137,313.00	138,576.00
8,430,000	133,309.89	157,931.06	159,195.56	127,513.80	151,112.14	152,376.64	121,717.72	144,293.22	145,557.72	115,921.64	137,474.30	138,738.80
8,440,000	133,466.29	158,116.36	159,382.36	127,663.40	151,289.44	152,555.44	121,860.52	144,462.52	145,728.52	116,057.64	137,635.60	138,901.60
8,450,000	133,622.69	158,301.66	159,569.16	127,813.00	151,466.74	152,734.24	122,003.32	144,631.82	145,899.32	116,193.64	137,796.90	139,064.40
8,460,000	133,779.09	158,486.96	159,755.96	127,962.60	151,644.04	152,913.04	122,146.12	144,801.12	146,070.12	116,329.64	137,958.20	139,227.20
8,470,000	133,935.49	158,672.26	159,942.76	128,112.20	151,821.34	153,091.84	122,288.92	144,970.42	146,240.92	116,465.64	138,119.50	139,390.00
8,480,000	134,091.89	158,857.56	160,129.56	128,261.80	151,998.64	153,270.64	122,431.72	145,139.72	146,411.72	116,601.64	138,280.80	139,552.80
8,490,000	134,248.29	159,042.86	160,316.36	128,411.40	152,175.94	153,449.44	122,574.52	145,309.02	146,582.52	116,737.64	138,442.10	139,715.60
8,500,000	134,404.69	159,228.16	160,503.16	128,561.00	152,353.24	153,628.24	122,717.32	145,478.32	146,753.32	116,873.64	138,603.40	139,878.40
8,510,000	134,561.09	159,413.46	160,689.96	128,710.60	152,530.54	153,807.04	122,860.12	145,647.62	146,924.12	117,009.64	138,764.70	140,041.20
8,520,000	134,717.49	159,598.76	160,876.76	128,860.20	152,707.84	153,985.84	123,002.92	145,816.92	147,094.92	117,145.64	138,926.00	140,204.00
8,530,000	134,873.89	159,784.06	161,063.56	129,009.80	152,885.14	154,164.64	123,145.72	145,986.22	147,265.72	117,281.64	139,087.30	140,366.80
8,540,000	135,030.29	159,969.36	161,250.36	129,159.40	153,062.44	154,343.44	123,288.52	146,155.52	147,436.52	117,417.64	139,248.60	140,529.60
8,550,000	135,186.69	160,154.66	161,437.16	129,309.00	153,239.74	154,522.24	123,431.32	146,324.82	147,607.32	117,553.64	139,409.90	140,692.40
8,560,000	135,343.09	160,339.96	161,623.96	129,458.60	153,417.04	154,701.04	123,574.12	146,494.12	147,778.12	117,689.64	139,571.20	140,855.20
8,570,000	135,499.49	160,525.26	161,810.76	129,608.20	153,594.34	154,879.84	123,716.92	146,663.42	147,948.92	117,825.64	139,732.50	141,018.00
8,580,000	135,655.89	160,710.56	161,997.56	129,757.80	153,771.64	155,058.64	123,859.72	146,832.72	148,119.72	117,961.64	139,893.80	141,180.80
8,590,000	135,812.29	160,895.86	162,184.36	129,907.40	153,948.94	155,237.44	124,002.52	147,002.02	148,290.52	118,097.64	140,055.10	141,343.60
8,600,000	135,968.69	161,081.16	162,371.16	130,057.00	154,126.24	155,416.24	124,145.32	147,171.32	148,461.32	118,233.64	140,216.40	141,506.40
8,610,000	136,125.09	161,266.46	162,557.96	130,206.60	154,303.54	155,595.04	124,288.12	147,340.62	148,632.12	118,369.64	140,377.70	141,669.20
8,620,000	136,281.49	161,451.76	162,744.76	130,356.20	154,480.84	155,773.84	124,430.92	147,509.92	148,802.92	118,505.64	140,539.00	141,832.00
8,630,000	136,437.89	161,637.06	162,931.56	130,505.80	154,658.14	155,952.64	124,573.72	147,679.22	148,973.72	118,641.64	140,700.30	141,994.80
8,640,000	136,594.29	161,822.36	163,118.36	130,655.40	154,835.44	156,131.44	124,716.52	147,848.52	149,144.52	118,777.64	140,861.60	142,157.60
8,650,000	136,750.69	162,007.66	163,305.16	130,805.00	155,012.74	156,310.24	124,859.32	148,017.82	149,315.32	118,913.64	141,022.90	142,320.40
8,660,000	136,907.09	162,192.96	163,491.96	130,954.60	155,190.04	156,489.04	125,002.12	148,187.12	149,486.12	119,049.64	141,184.20	142,483.20
8,670,000	137,063.49	162,378.26	163,678.76	131,104.20	155,367.34	156,667.84	125,144.92	148,356.42	149,656.92	119,185.64	141,345.50	142,646.00
8,680,000	137,219.89	162,563.56	163,865.56	131,253.80	155,544.64	156,846.64	125,287.72	148,525.72	149,827.72	119,321.64	141,506.80	142,808.80
8,690,000	137,376.29	162,748.86	164,052.36	131,403.40	155,721.94	157,025.44	125,430.52	148,695.02	149,998.52	119,457.64	141,668.10	142,971.60
8,700,000	137,532.69	162,934.16	164,239.16	131,553.00	155,899.24	157,204.24	125,573.32	148,864.32	150,169.32	119,593.64	141,829.40	143,134.40
8,710,000	137,689.09	163,119.46	164,425.96	131,702.60	156,076.54	157,383.04	125,716.12	149,033.62	150,340.12	119,729.64	141,990.70	143,297.20
8,720,000	137,845.49	163,304.76	164,612.76	131,852.20	156,253.84	157,561.84	125,858.92	149,202.92	150,510.92	119,865.64	142,152.00	143,460.00
8,730,000	138,001.89	163,490.06	164,799.56	132,001.80	156,431.14	157,740.64	126,001.72	149,372.22	150,681.72	120,001.64	142,313.30	143,622.80
8,740,000	138,158.29	163,675.36	164,986.36	132,151.40	156,608.44	157,919.44	126,144.52	149,541.52	150,852.52	120,137.64	142,474.60	143,785.60
8,750,000	138,314.69	163,860.66	165,173.16	132,301.00	156,785.74	158,098.24	126,287.32	149,710.82	151,023.32	120,273.64	142,635.90	143,948.40
8,760,000	138,471.09	164,045.96	165,359.96	132,450.60	156,963.04	158,277.04	126,430.12	149,880.12	151,194.12	120,409.64	142,797.20	144,111.20
8,770,000	138,627.49	164,231.26	165,546.76	132,600.20	157,140.34	158,455.84	126,572.92	150,049.42	151,364.92	120,545.64	142,958.50	144,274.00
8,780,000	138,783.89	164,416.56	165,733.56	132,749.80	157,317.64	158,634.64	126,715.72	150,218.72	151,535.72	120,681.64	143,119.80	144,436.80
8,790,000	138,940.29	164,601.86	165,920.36	132,899.40	157,494.94	158,813.44	126,858.52	150,388.02	151,706.52	120,817.64	143,281.10	144,599.60
8,800,000	139,096.69	164,787.16	166,107.16	133,049.00	157,672.24	158,992.24	127,001.32	150,557.32	151,877.32	120,953.64	143,442.40	144,762.40
8,810,000	139,253.09	164,972.46	166,293.96	133,198.60	157,849.54	159,171.04	127,144.12	150,726.62	152,048.12	121,089.64	143,603.70	144,925.20
8,820,000	139,409.49	165,157.76	166,480.76	133,348.20	158,026.84	159,349.84	127,286.92	150,895.92	152,218.92	121,225.64	143,765.00	145,088.00
8,830,000	139,565.89	165,343.06	166,667.56	133,497.80	158,204.14	159,528.64	127,429.72	151,065.22	152,389.72	121,361.64	143,926.30	145,250.80
8,840,000	139,722.29	165,528.36	166,854.36	133,647.40	158,381.44	159,707.44	127,572.52	151,234.52	152,560.52	121,497.64	144,087.60	145,413.60
8,850,000	139,878.69	165,713.66	167,041.16	133,797.00	158,558.74	159,886.24	127,715.32	151,403.82	152,731.32	121,633.64	144,248.90	145,576.40
8,860,000	140,035.09	165,898.96	167,227.96	133,946.60	158,736.04	160,065.04	127,858.12	151,573.12	152,902.12	121,769.64	144,410.20	145,739.20
8,870,000	140,191.49	166,084.26	167,414.76	134,096.20	158,913.34	160,243.84	128,000.92	151,742.42	153,072.92	121,905.64	144,571.50	145,902.00
8,880,000	140,347.89	166,269.56	167,601.56	134,245.80	159,090.64	160,422.64	128,143.72	151,911.72	153,243.72	122,041.64	144,732.80	146,064.80
8,890,000	140,504.29	166,454.86	167,788.36	134,395.40	159,267.94	160,601.44	128,286.52	152,081.02	153,414.52	122,177.64	144,894.10	146,227.60
8,900,000	140,660.69	166,640.16	167,975.16	134,545.00	159,445.24	160,780.24	128,429.32	152,250.32	153,585.32	122,313.64	145,055.40	146,390.40
8,910,000	140,817.09	166,825.46	168,161.96	134,694.60	159,622.54	160,959.04	128,572.12	152,419.62	153,756.12	122,449.64	145,216.70	146,553.20
8,920,000	140,973.49	167,010.76	168,348.76	134,844.20	159,799.84	161,137.84	128,714.92	152,588.92	153,926.92	122,585.64	145,378.00	146,716.00
8,930,000	141,129.89	167,196.06	168,535.56	134,993.80	159,977.14	161,316.64	128,857.72	152,758.22	154,097.72	122,721.64	145,539.30	146,878.80
8,940,000	141,286.29	167,381.36	168,722.36	135,143.40	160,154.44	161,495.44	129,000.52	152,927.52	154,268.52	122,857.64	145,700.60	147,041.60
8,950,000	141,442.69	167,566.66	168,909.16	135,293.00	160,331.74	161,674.24	129,143.32	153,096.82	154,439.32	122,993.64	145,861.90	147,204.40
8,960,000	141,599.09	167,751.96	169,095.96	135,442.60	160,509.04	161,853.04	129,286.12	153,266.12	154,610.12	123,129.64	146,023.20	147,367.20
8,970,000	141,755.49	167,937.26	169,282.76	135,592.20	160,686.34	162,031.84	129,428.92	153,435.42	154,780.92	123,265.64	146,184.50	147,530.00
8,980,000	141,911.89	168,122.56	169,469.56	135,741.80	160,863.64	162,210.64	129,571.72	153,604.72	154,951.72	123,401.64	146,345.80	147,692.80
8,990,000	142,068.29	168,307.86	169,656.36	135,891.40	161,040.94	162,389.44	129,714.52	153,774.02	155,122.52	123,537.64	146,507.10	147,855.60
9,000,000	142,224.69	168,493.16	169,843.16	136,041.00	161,218.24	162,568.24	129,857.32	153,943.32	155,293.32	123,673.64	146,668.40	148,018.40
9,010,000	142,381.09	168,678.46	170,029.96	136,190.60	161,395.54	162,747.04	130,000.12	154,112.62	155,464.12	123,809.64	146,829.70	148,181.20
9,020,000	142,537.49	168,863.76	170,216.76	136,340.20	161,572.84	162,925.84	130,142.92	154,281.92	155,634.92	123,945.64	146,991.00	148,344.00
9,030,000	142,693.89	169,049.06	170,403.56	136,489.80	161,750.14	163,104.64	130,285.72	154,451.22	155,805.72	124,081.64	147,152.30	148,506.80
9,040,000	142,850.29	169,234.36	170,590.36	136,639.40	161,927.44	163,283.44	130,428.52	154,620.52	155,976.52	124,217.64	147,313.60	148,669.60
9,050,000	143,006.69	169,419.66	170,777.16	136,789.00	162,104.74	163,462.24	130,571.32	154,789.82	156,147.32	124,353.64	147,474.90	148,832.40
9,060,000	143,163.09	169,604.96	170,963.96	136,938.60	162,282.04	163,641.04	130,714.12	154,959.12	156,318.12	124,489.64	147,636.20	148,995.20
9,070,000	143,319.49	169,790.26	171,150.76	137,088.20	162,459.34	163,819.84	130,856.92	155,128.42	156,488.92	124,625.64	147,797.50	149,158.00
9,080,000	143,475.89	169,975.56	171,337.56	137,237.80	162,636.64	163,998.64	130,999.72	155,297.72	156,659.72	124,761.64	147,958.80	149,320.80

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
9,090,000	143,632.29	170,160.86	171,524.36	137,387.40	162,813.94	164,177.44	131,142.52	155,467.02	156,830.52	124,897.64	148,120.10	149,483.60
9,100,000	143,788.69	170,346.16	171,711.16	137,537.00	162,991.24	164,356.24	131,285.32	155,636.32	157,001.32	125,033.64	148,281.40	149,646.40
9,110,000	143,945.09	170,531.46	171,897.96	137,686.60	163,168.54	164,535.04	131,428.12	155,805.62	157,172.12	125,169.64	148,442.70	149,809.20
9,120,000	144,101.49	170,716.76	172,084.76	137,836.20	163,345.84	164,713.84	131,570.92	155,974.92	157,342.92	125,305.64	148,604.00	149,972.00
9,130,000	144,257.89	170,902.06	172,271.56	137,985.80	163,523.14	164,892.64	131,713.72	156,144.22	157,513.72	125,441.64	148,765.30	150,134.80
9,140,000	144,414.29	171,087.36	172,458.36	138,135.40	163,700.44	165,071.44	131,856.52	156,313.52	157,684.52	125,577.64	148,926.60	150,297.60
9,150,000	144,570.69	171,272.66	172,645.16	138,285.00	163,877.74	165,250.24	131,999.32	156,482.82	157,855.32	125,713.64	149,087.90	150,460.40
9,160,000	144,727.09	171,457.96	172,831.96	138,434.60	164,055.04	165,429.04	132,142.12	156,652.12	158,026.12	125,849.64	149,249.20	150,623.20
9,170,000	144,883.49	171,643.26	173,018.76	138,584.20	164,232.34	165,607.84	132,284.92	156,821.42	158,196.92	125,985.64	149,410.50	150,786.00
9,180,000	145,039.89	171,828.56	173,205.56	138,733.80	164,409.64	165,786.64	132,427.72	156,990.72	158,367.72	126,121.64	149,571.80	150,948.80
9,190,000	145,196.29	172,013.86	173,392.36	138,883.40	164,586.94	165,965.44	132,570.52	157,160.02	158,538.52	126,257.64	149,733.10	151,111.60
9,200,000	145,352.69	172,199.16	173,579.16	139,033.00	164,764.24	166,144.24	132,713.32	157,329.32	158,709.32	126,393.64	149,894.40	151,274.40
9,210,000	145,509.09	172,384.46	173,765.96	139,182.60	164,941.54	166,323.04	132,856.12	157,498.62	158,880.12	126,529.64	150,055.70	151,437.20
9,220,000	145,665.49	172,569.76	173,952.76	139,332.20	165,118.84	166,501.84	132,998.92	157,667.92	159,050.92	126,665.64	150,217.00	151,600.00
9,230,000	145,821.89	172,755.06	174,139.56	139,481.80	165,296.14	166,680.64	133,141.72	157,837.22	159,221.72	126,801.64	150,378.30	151,762.80
9,240,000	145,978.29	172,940.36	174,326.36	139,631.40	165,473.44	166,859.44	133,284.52	158,006.52	159,392.52	126,937.64	150,539.60	151,925.60
9,250,000	146,134.69	173,125.66	174,513.16	139,781.00	165,650.74	167,038.24	133,427.32	158,175.82	159,563.32	127,073.64	150,700.90	152,088.40
9,260,000	146,291.09	173,310.96	174,699.96	139,930.60	165,828.04	167,217.04	133,570.12	158,345.12	159,734.12	127,209.64	150,862.20	152,251.20
9,270,000	146,447.49	173,496.26	174,886.76	140,080.20	166,005.34	167,395.84	133,712.92	158,514.42	159,904.92	127,345.64	151,023.50	152,414.00
9,280,000	146,603.89	173,681.56	175,073.56	140,229.80	166,182.64	167,574.64	133,855.72	158,683.72	160,075.72	127,481.64	151,184.80	152,576.80
9,290,000	146,760.29	173,866.86	175,260.36	140,379.40	166,359.94	167,753.44	133,998.52	158,853.02	160,246.52	127,617.64	151,346.10	152,739.60
9,300,000	146,916.69	174,052.16	175,447.16	140,529.00	166,537.24	167,932.24	134,141.32	159,022.32	160,417.32	127,753.64	151,507.40	152,902.40
9,310,000	147,073.09	174,237.46	175,633.96	140,678.60	166,714.54	168,111.04	134,284.12	159,191.62	160,588.12	127,889.64	151,668.70	153,065.20
9,320,000	147,229.49	174,422.76	175,820.76	140,828.20	166,891.84	168,289.84	134,426.92	159,360.92	160,758.92	128,025.64	151,830.00	153,228.00
9,330,000	147,385.89	174,608.06	176,007.56	140,977.80	167,069.14	168,468.64	134,569.72	159,530.22	160,929.72	128,161.64	151,991.30	153,390.80
9,340,000	147,542.29	174,793.36	176,194.36	141,127.40	167,246.44	168,647.44	134,712.52	159,699.52	161,100.52	128,297.64	152,152.60	153,553.60
9,350,000	147,698.69	174,978.66	176,381.16	141,277.00	167,423.74	168,826.24	134,855.32	159,868.82	161,271.32	128,433.64	152,313.90	153,716.40
9,360,000	147,855.09	175,163.96	176,567.96	141,426.60	167,601.04	169,005.04	134,998.12	160,038.12	161,442.12	128,569.64	152,475.20	153,879.20
9,370,000	148,011.49	175,349.26	176,754.76	141,576.20	167,778.34	169,183.84	135,140.92	160,207.42	161,612.92	128,705.64	152,636.50	154,042.00
9,380,000	148,167.89	175,534.56	176,941.56	141,725.80	167,955.64	169,362.64	135,283.72	160,376.72	161,783.72	128,841.64	152,797.80	154,204.80
9,390,000	148,324.29	175,719.86	177,128.36	141,875.40	168,132.94	169,541.44	135,426.52	160,546.02	161,954.52	128,977.64	152,959.10	154,367.60
9,400,000	148,480.69	175,905.16	177,315.16	142,025.00	168,310.24	169,720.24	135,569.32	160,715.32	162,125.32	129,113.64	153,120.40	154,530.40
9,410,000	148,637.09	176,090.46	177,501.96	142,174.60	168,487.54	169,899.04	135,712.12	160,884.62	162,296.12	129,249.64	153,281.70	154,693.20
9,420,000	148,793.49	176,275.76	177,688.76	142,324.20	168,664.84	170,077.84	135,854.92	161,053.92	162,466.92	129,385.64	153,443.00	154,856.00
9,430,000	148,949.89	176,461.06	177,875.56	142,473.80	168,842.14	170,256.64	135,997.72	161,223.22	162,637.72	129,521.64	153,604.30	155,018.80
9,440,000	149,106.29	176,646.36	178,062.36	142,623.40	169,019.44	170,435.44	136,140.52	161,392.52	162,808.52	129,657.64	153,765.60	155,181.60
9,450,000	149,262.69	176,831.66	178,249.16	142,773.00	169,196.74	170,614.24	136,283.32	161,561.82	162,979.32	129,793.64	153,926.90	155,344.40
9,460,000	149,419.09	177,016.96	178,435.96	142,922.60	169,374.04	170,793.04	136,426.12	161,731.12	163,150.12	129,929.64	154,088.20	155,507.20
9,470,000	149,575.49	177,202.26	178,622.76	143,072.20	169,551.34	170,971.84	136,568.92	161,900.42	163,320.92	130,065.64	154,249.50	155,670.00
9,480,000	149,731.89	177,387.56	178,809.56	143,221.80	169,728.64	171,150.64	136,711.72	162,069.72	163,491.72	130,201.64	154,410.80	155,832.80
9,490,000	149,888.29	177,572.86	178,996.36	143,371.40	169,905.94	171,329.44	136,854.52	162,239.02	163,662.52	130,337.64	154,572.10	155,995.60
9,500,000	150,044.69	177,758.16	179,183.16	143,521.00	170,083.24	171,508.24	136,997.32	162,408.32	163,833.32	130,473.64	154,733.40	156,158.40
9,510,000	150,201.09	177,943.46	179,369.96	143,670.60	170,260.54	171,687.04	137,140.12	162,577.62	164,004.12	130,609.64	154,894.70	156,321.20
9,520,000	150,357.49	178,128.76	179,556.76	143,820.20	170,437.84	171,865.84	137,282.92	162,746.92	164,174.92	130,745.64	155,056.00	156,484.00
9,530,000	150,513.89	178,314.06	179,743.56	143,969.80	170,615.14	172,044.64	137,425.72	162,916.22	164,345.72	130,881.64	155,217.30	156,646.80
9,540,000	150,670.29	178,499.36	179,930.36	144,119.40	170,792.44	172,223.44	137,568.52	163,085.52	164,516.52	131,017.64	155,378.60	156,809.60
9,550,000	150,826.69	178,684.66	180,117.16	144,269.00	170,969.74	172,402.24	137,711.32	163,254.82	164,687.32	131,153.64	155,539.90	156,972.40
9,560,000	150,983.09	178,869.96	180,303.96	144,418.60	171,147.04	172,581.04	137,854.12	163,424.12	164,858.12	131,289.64	155,701.20	157,135.20
9,570,000	151,139.49	179,055.26	180,490.76	144,568.20	171,324.34	172,759.84	137,996.92	163,593.42	165,028.92	131,425.64	155,862.50	157,298.00
9,580,000	151,295.89	179,240.56	180,677.56	144,717.80	171,501.64	172,938.64	138,139.72	163,762.72	165,199.72	131,561.64	156,023.80	157,460.80
9,590,000	151,452.29	179,425.86	180,864.36	144,867.40	171,678.94	173,117.44	138,282.52	163,932.02	165,370.52	131,697.64	156,185.10	157,623.60
9,600,000	151,608.69	179,611.16	181,051.16	145,017.00	171,856.24	173,296.24	138,425.32	164,101.32	165,541.32	131,833.64	156,346.40	157,786.40
9,610,000	151,765.09	179,796.46	181,237.96	145,166.60	172,033.54	173,475.04	138,568.12	164,270.62	165,712.12	131,969.64	156,507.70	157,949.20
9,620,000	151,921.49	179,981.76	181,424.76	145,316.20	172,210.84	173,653.84	138,710.92	164,439.92	165,882.92	132,105.64	156,669.00	158,112.00
9,630,000	152,077.89	180,167.06	181,611.56	145,465.80	172,388.14	173,832.64	138,853.72	164,609.22	166,053.72	132,241.64	156,830.30	158,274.80
9,640,000	152,234.29	180,352.36	181,798.36	145,615.40	172,565.44	174,011.44	138,996.52	164,778.52	166,224.52	132,377.64	156,991.60	158,437.60
9,650,000	152,390.69	180,537.66	181,985.16	145,765.00	172,742.74	174,190.24	139,139.32	164,947.82	166,395.32	132,513.64	157,152.90	158,600.40
9,660,000	152,547.09	180,722.96	182,171.96	145,914.60	172,920.04	174,369.04	139,282.12	165,117.12	166,566.12	132,649.64	157,314.20	158,763.20
9,670,000	152,703.49	180,908.26	182,358.76	146,064.20	173,097.34	174,547.84	139,424.92	165,286.42	166,736.92	132,785.64	157,475.50	158,926.00
9,680,000	152,859.89	181,093.56	182,545.56	146,213.80	173,274.64	174,726.64	139,567.72	165,455.72	166,907.72	132,921.64	157,636.80	159,088.80
9,690,000	153,016.29	181,278.86	182,732.36	146,363.40	173,451.94	174,905.44	139,710.52	165,625.02	167,078.52	133,057.64	157,798.10	159,251.60
9,700,000	153,172.69	181,464.16	182,919.16	146,513.00	173,629.24	175,084.24	139,853.32	165,794.32	167,249.32	133,193.64	157,959.40	159,414.40
9,710,000	153,329.09	181,649.46	183,105.96	146,662.60	173,806.54	175,263.04	139,996.12	165,963.62	167,420.12	133,329.64	158,120.70	159,577.20
9,720,000	153,485.49	181,834.76	183,292.76	146,812.20	173,983.84	175,441.84	140,138.92	166,132.92	167,590.92	133,465.64	158,282.00	159,740.00
9,730,000	153,641.89	182,020.06	183,479.56	146,961.80	174,161.14	175,620.64	140,281.72	166,302.22	167,761.72	133,601.64	158,443.30	159,902.80
9,740,000	153,798.29	182,205.36	183,666.36	147,111.40	174,338.44	175,799.44	140,424.52	166,471.52	167,932.52	133,737.64	158,604.60	160,065.60
9,750,000	153,954.69	182,390.66	183,853.16	147,261.00	174,515.74	175,978.24	140,567.32	166,640.82	168,103.32	133,873.64	158,765.90	160,228.40
9,760,000	154,111.09	182,575.96	184,039.96	147,410.60	174,693.04	176,157.04	140,710.12	166,810.12	168,274.12	134,009.64	158,927.20	160,391.20
9,770,000	154,267.49	182,761.26	184,226.76	147,560.20	174,870.34	176,335.84	140,852.92	166,979.42	168,444.92	134,145.64	159,088.50	160,554.00
9,780,000	154,423.89	182,946.56	184,413.56	147,709.80	175,047.64	176,514.64	140,995.72	167,148.72	168,615.72	134,281.64	159,249.80	160,716.80
9,790,000	154,580.29	183,131.86	184,600.36	147,859.40	175,224.94	176,693.44	141,138.52	167,318.02	168,786.52	134,417.64	159,411.10	160,879.60
9,800,000	154,736.69	183,317.16	184,787.16	148,009.00	175,402.24	176,872.24	141,281.32	167,487.32	168,957.32	134,553.64	159,572.40	161,042.40
9,810,000	154,893.09	183,502.46	184,973.96	148,158.60	175,579.54	177,051.04	141,424.12	167,656.62	169,128.12	134,689.64	159,733.70	161,205.20
9,820,000	155,049.49	183,687.76	185,160.76	148,308.20	175,756.84	177,229.84	141,566.92	167,825.92	169,298.92	134,825.64	159,895.00	161,368.00
9,830,000	155,205.89	183,873.06	185,347.56	148,457.80	175,934.14	177,408.64	141,709.72	167,995.22	169,469.72	134,961.64	160,056.30	161,530.80
9,840,000	155,362.29	184,058.36	185,534.36	148,607.40	176,111.44	177,587.44	141,852.52	168,164.52	169,640.52	135,097.64	160,217.60	161,693.60
9,850,000	155,518.69	184,243.66	185,721.16	148,757.00	176,288.74	177,766.24	141,995.32	168,333.82	169,811.32	135,233.64	160,378.90	161,856.40
9,860,000	155,675.09	184,428.96	185,907.96	148,906.60	176,466.04	177,945.04	142,138.12	168,503.12	169,982.12	135,369.64	160,540.20	162,019.20
9,870,000	155,831.49	184,614.26	186,094.76	149,056.20	176,643.34	178,123.84	142,280.92	168,672.42	170,152.92	135,505.64	160,701.50	162,182.00
9,880,000	155,987.89	184,799.56	186,281.56	149,205.80	176,820.64	178,302.64	142,423.72	168,841.72	170,323.72	135,641.64	160,862.80	162,344.80
9,890,000	156,144.29	184,984.86	186,468.36	149,355.40	176,997.94	178,481.44	142,566.52	169,011.02	170,494.52	135,777.64	161,024.10	162,507.60
9,900,000	156,300.69	185,170.16	186,655.16	149,505.00	177,175.24	178,660.24	142,709.32	169,180.32	170,665.32	135,913.64	161,185.40	162,670.40
9,910,000	156,457.09	185,355.46	186,841.96	149,654.60	177,352.54	178,839.04	142,852.12	169,349.62	170,836.12	136,049.64	161,346.70	162,833.20
9,920,000	156,613.49	185,540.76	187,028.76	149,804.20	177,529.84	179,017.84	142,994.92	169,518.92	171,006.92	136,185.64	161,508.00	162,996.00

Valuation Not Over	P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee		P.C Fee	Permit Fee	
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others
9,930,000	156,769.89	185,726.06	187,215.56	149,953.80	177,707.14	179,196.64	143,137.72	169,688.22	171,177.72	136,321.64	161,669.30	163,158.80
9,940,000	156,926.29	185,911.36	187,402.36	150,103.40	177,884.44	179,375.44	143,280.52	169,857.52	171,348.52	136,457.64	161,830.60	163,321.60
9,950,000	157,082.69	186,096.66	187,589.16	150,253.00	178,061.74	179,554.24	143,423.32	170,026.82	171,519.32	136,593.64	161,991.90	163,484.40
9,960,000	157,239.09	186,281.96	187,775.96	150,402.60	178,239.04	179,733.04	143,566.12	170,196.12	171,690.12	136,729.64	162,153.20	163,647.20
9,970,000	157,395.49	186,467.26	187,962.76	150,552.20	178,416.34	179,911.84	143,708.92	170,365.42	171,860.92	136,865.64	162,314.50	163,810.00
9,980,000	157,551.89	186,652.56	188,149.56	150,701.80	178,593.64	180,090.64	143,851.72	170,534.72	172,031.72	137,001.64	162,475.80	163,972.80
9,990,000	157,708.29	186,837.86	188,336.36	150,851.40	178,770.94	180,269.44	143,994.52	170,704.02	172,202.52	137,137.64	162,637.10	164,135.60
10,000,000	157,864.69	187,023.16	188,523.16	151,001.00	178,948.24	180,448.24	144,137.32	170,873.32	172,373.32	137,273.64	162,798.40	164,298.40

SA Item 1A1

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

OCTOBER 27, 2021
WEDNESDAY
9:19 P.M.

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

ROLL CALL:

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

Present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Robert Avila, Police Sergeant; Arsanious Hanna, Director of Engineering / Building Official; Eva Carreon, Finance Director / City Treasurer; Jeanette Duran, Finance Manager; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; Jeff Wagner, Information Technology Manager; Iris Espino, Assistant to the City Manager; and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held August 11, 2021.

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved.

ITEM NO. 1C
INVESTMENT QUARTERLY REPORT

INVESTMENT QUARTERLY REPORT (Joint Item on City Council and Housing Authority)

The Investment Quarterly Report for September 30, 2021, was received and filed.

ITEM NO. 1D
RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE

A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE MONTH OF NOVEMBER 2021

REMOTE HYBRID MEETINGS

RESOLUTION NO. SA 2021-95-3307 ADOPTED

Resolution No. SA 2021-95-3307, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING NOVEMBER 1, 2021, THROUGH NOVEMBER 30, 2021, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

END OF CONSENT CALENDAR

NEW BUSINESS None.

PUBLIC HEARINGS None.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 9:20 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

SA Item 1F

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Chair and Members of the Successor Agency Board

From: William K. Tam, Executive Director

Issue: Consideration of Resolution No. SA 2021-127-3249 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, 2022 through June 30, 2023

Executive Director's Recommendation:

It is recommended that the Successor Agency Board adopt Resolution No. SA 2021-127-3249 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, 2022 AND ENDING JUNE 30, 2023".

Administrative Action:

Submitted by:

Jeanette Duran, Interim Finance Director/City Treasurer
(626) 430-2268

Duran

Prepared by:

Dominique Clark, Consultant, RSG Inc.
(714) 316-2143

Approved Electronically

Reviewed by:

Adrian R. Guerra, City Attorney/Authority Council

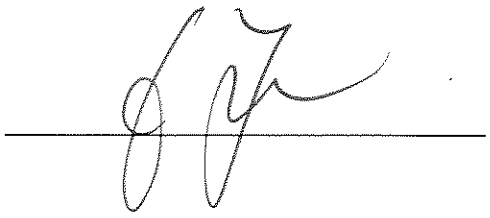
N/A

Jeanette Duran, Interim Finance Director/City Treasurer

Duran

Approved by:

William Tam, Executive Director



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, 2022 to June 30, 2023 ("ROPS 22-23"), the statute requires that an Oversight Board-approved ROPS be submitted electronically to the DOF no later than February 1, 2022.

The ROPS provides the Successor Agency's enumeration and estimates of outstanding enforceable obligations for the upcoming 12-month ROPS period beginning July 1, 2022 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 of 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 21-22 Enforceable Obligations

The ROPS 22-23 contains the same enforceable obligations listed on the last ROPS. The ROPS 22-23 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)**

- Property disposition costs **(Line Items #16 to #19, #21, and #22)**

- 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 22-23 administrative allowance is $250,000, which is the amount being requested. Pursuant to HSC Section 34177(j), the Successor Agency prepared a Fiscal Year 2022-23 Administrative Budget for submission to the Oversight Board for approval. The Administrative Budget is included as Exhibit B to the resolution.

ROPS 22-23 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.

As reported on the Cash Balances tab of the ROPS 22-23 form, the Successor Agency had approximately $3.5 million of bond proceeds and $21.4 million of cash as of the end of the ROPS 19-20 period. The DOF will ensure that the Successor Agency's approved ROPS 22-23 distribution amount accounts for the cash that the Successor Agency already has available to be spent in the ROPS 22-23 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 22-23A and 22-23B are on or about June 1, 2022 and January 2, 2023, 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 $14.7 million of RPTTF to fund enforceable obligations due in the ROPS 22-23 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 22-23 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.

SUCCESSOR AGENCY RESOLUTION NO. 2021-127-3249

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, 2022 AND ENDING JUNE 30, 2023

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, 2022 and ending June 30, 2023, 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, 2022 and ending June 30, 2023, 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.

_____
, 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 2021-127-3249 was duly and regularly passed and adopted by the Successor Agency of the City of Irwindale at its regular meeting held on the 8th day of December 2021, 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, 2022 – JUNE 30, 2023

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Irwindale

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ 6,354,952**	**$ 1,853,324**	**$ 8,208,276**
B Bond Proceeds	-	-	-
C Reserve Balance	5,721,529	1,853,324	7,574,853
D Other Funds	633,423	-	633,423
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 271,281**	**$ 6,221,668**	**$ 6,492,949**
F RPTTF	21,281	6,221,668	6,242,949
G Administrative RPTTF	250,000	-	250,000
H Current Period Enforceable Obligations (A+E)	**$ 6,626,233**	**$ 8,074,992**	**$ 14,701,225**

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 22-23) - ROPS Detail
July 1, 2022 through June 30, 2023

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 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$45,014,505		$14,701,225	$-	$5,721,529	$633,423	$21,281	$250,000	$6,626,233	$-	$1,853,324	$-	$6,221,668	$-	$8,074,992
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	8,758,217	N	$1,689,731	-	1,514,983	-	-	-	$1,514,983	-	-	-	174,748	-	$174,748
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	16,474,051	N	$3,665,498	-	1,812,174	-	-	-	$1,812,174	-	1,853,324	-	-	-	$1,853,324
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	7,390,400	N	$1,480,463	-	1,333,613	-	-	-	$1,333,613	-	-	-	146,850	-	$146,850
7	Fiscal Agent Fees	Fees	08/02/ 2005	08/01/2026	US Bank National Association	Fees for Fiscal Agent Services	Industrial & Low/Mod Projects	88,250	N	$18,620	-	-	-	14,620	-	$14,620	-	-	-	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	12,000	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
11	Reserve Obligations for Bonds	Reserves	11/21/ 2002	08/01/2026	US Bank National Association	Reserve Obligations for Bonds	Industrial & Low/Mod Projects	5,811,211	N	$5,811,211	-	-	-	-	-	$-	-	-	-	5,811,211	-	$5,811,211
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 Administrative Budget	Industrial Project Area	1,250,000	N	$250,000	-	-	-	-	250,000	$250,000	-	-	-	-	-	$-
16	Environmental Due Diligence, Review, and Documentation	Property Dispositions	02/01/ 2012	08/01/2026	Environmental Consultants	Preparation of properties for disposition by Successor	Industrial Project Area	413,980	N	$413,980	-	-	413,980	-	-	$413,980	-	-	-	-	-	$-

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 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	- Property Disposition by Successor Agency					Agency - Environmental Due Diligence, Review, and Documentation																
17	Engineering Support Services - Property Disposition by Successor Agency	Property Dispositions	02/01/2012	08/01/2026	Engineering Consultants, City of Irwindale Staffing	Preparation of agency properties for disposition by Successor Agency - Engineering Support Services	Industrial Project Area	129,750	N	$129,750	-	-	129,750	-	-	$129,750	-	-	-	-	-	$-
18	Valuation Estimates & Property Disposition - Property Disposition by Successor Agency	Property Dispositions	02/01/2012	08/01/2026	Appraisers, Brokers	Preparation of agency properties for disposition by Successor Agency - Appraisal Services	Industrial Project Area	73,286	N	$73,286	-	-	73,286	-	-	$73,286	-	-	-	-	-	$-
19	Interim Property Management / Lease Administration Services / Property Disposition - Property Disposition by Successor Agency	Property Dispositions	02/01/2012	08/01/2026	Property Agents, City of Irwindale, Maintenance Contractors	Preparation of agency properties for disposition by Successor Agency - Interim Property Management / Lease Administration	Industrial Project Area	16,407	N	$16,407	-	-	16,407	-	-	$16,407	-	-	-	-	-	$-
21	Weed Abatement Services for Successor Agency Assets/ Properties	Property Maintenance	02/01/2012	08/01/2026	Los Angeles County	Contract for Weed Abatement Services for Successor Agency Assets/ Properties	Industrial Project Area	70,000	N	$18,491	-	-	-	2,491	-	$2,491	-	-	-	16,000	-	$16,000
22	Property Maintenance for Successor Agency Assets/ Properties	Property Maintenance	02/01/2012	08/01/2026	Edison, Valley County Water, etc.	Water, Electricity, Maintenance, etc. for Successor Agency Assets/ Properties	Industrial Project Area	25,000	N	$5,000	-	-	-	2,500	-	$2,500	-	-	-	2,500	-	$2,500

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 22-23 Total	ROPS 22-23A (Jul - Dec) Fund Sources					22-23A Total	ROPS 22-23B (Jan - Jun) Fund Sources					22-23B Total
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
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	3,278,050	N	$818,225	-	775,550	-	-	-	$775,550	-	-	-	42,675	-	$42,675
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	1,201,403	N	$304,893	-	285,209	-	-	-	$285,209	-	-	-	19,684	-	$19,684
34	Continuing Disclosure Costs	Fees	08/02/2005	08/01/2026	Willdan Financial Services	Continuing Disclosures for Bonds	Industrial&Low/Mod	22,500	N	$5,670	-	-	-	1,670	-	$1,670	-	-	-	4,000	-	$4,000

Irwindale
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
(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
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	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	Comments
1	**Beginning Available Cash Balance (Actual 07/01/19)** RPTTF amount should exclude "A" period distribution amount.	6,249,089	2	5,490,805	14,610,598	34,367	
2	**Revenue/Income (Actual 06/30/20)** RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller	73,975			1,098,253	7,923,731	
3	**Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)**	2,859,916		5,459,124		2,341,221	
4	**Retention of Available Cash Balance (Actual 06/30/20)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,463,148	2			5,562,219	
5	**ROPS 19-20 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required			22,370	
6	**Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$31,681**	**$15,708,851**	**$32,288**	

Irwindale
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
3	
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EXHIBIT B

SUCCESSOR AGENCY FISCAL YEAR 2022-23 ADMINISTRATIVE BUDGET

	Annual Budget
Administrative Overhead:	
Office Supplies, Utilities, Insurance, Computer Supplies, etc.	55,000.00
Ongoing Administrative Functions:	
Legal Counsel	50,000.00
Audit Services and State Reportings	10,000.00
Professional Consulting Services	30,000.00
Debt Service Administration	10,000.00
Oversight Board Administration	20,000.00
State/County Correspondence and Coordination	25,000.00
Accounting and Financial Services	50,000.00
Grand Total:	**250,000.00**

HA Item 1A1

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

OCTOBER 27, 2021
WEDNESDAY
9:20 P.M.

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

ROLL CALL:

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

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

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held August 11, 2021

ITEM NO. 1B
INVESTMENT QUARTERLY REPORT

INVESTMENT QUARTERLY REPORT (Joint Item on Successor Agency and Housing Authority)

The Investment Quarterly Report for September 30, 2021, was received and filed.

ITEM NO. 1C
A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE HYBRID MEETINGS

A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE MONTH OF NOVEMBER 2021

RESOLUTION NO. HA 2021-06-105 ADOPTED

Resolution No. HA 2021-06-105, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING NOVEMBER 1, 2021, THROUGH NOVEMBER 30, 2021, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

NEW BUSINESS

ITEM NO. 2A STRUCTURE OF HOUSING AUTHORITY BOARD

STRUCTURE OF HOUSING AUTHORITY BOARD (Joint Item on City Council Agenda)

BOARD ATTORNEY GUERRA

Board Attorney Guerra presented the staff report.

DENA ZEPEDA

Dena Zepeda stated her preference in adding two more individuals to the Housing Authority Board.

CARMEN ROMAN

Carmen Roman concurred and suggested appointing senior citizens such as Dena Zepeda. She also made various allegations of abuse by Northridge Management, which manages the Las Casitas Senior Apartments.

BOARD MEMBER AMBRIZ

Board Member Ambriz stated that he would not like to give up authority from the Housing Authority Board. He stated that he appreciated the five-member board and that the current composition should be maintained. He also stated his comfort in creating a seven-member Housing Commission that would report to the Housing Authority Board.

BOARD ATTORNEY GUERRA

Board Attorney Guerra indicated that establishing a seven-member Housing Commission would be acceptable, and would need to be established via a City ordinance.

Replying to a question by Board Member Ambriz, Board Attorney Guerra advised that the state code requires the appointment of two tenant commissioners. He further advised that the Housing Authority has not had the two tenant commissioners since 1987. He recommended appointing two tenant commissioners since this is what the statute requires.

VICE CHAIR BURROLA

Vice Chair Burrola asked when the requirement came into effect, to which Board Attorney Guerra reiterated that the law was already in existence in 1987. Vice Chair Burrola questioned why this just came to the attention of the city, and asked whether the City would be reprimanded if it took no action, to which Board Attorney Guerra stated that he could not comment on why this was not addressed previously, and that he was tasked with looking into correcting any housing issues, and that this is one of the issues he found.

Vice Chair Burrola stated that he has spoken with councilmembers from other cities and that their Housing Authority Boards also consist of five members. He asked whether no action could be taken, even in light of the state requirement.

BOARD MEMBER BRECEDA

Board Member Breceda also signaled his preference in leaving the Housing Authority's composition as-is.

BOARD MEMBER GARCIA

Board Member Garcia stated that he could support a new commission since it would help the community see how housing processes operate.

CHAIR ORTIZ

Chair Ortiz indicated that this was the first time he has heard of the state requirement. He also noted that some surrounding communities do not even have housing authorities, and agreed that the Irwindale Housing Authority should be left as-is, though he further stated that staff's recommended actions could be evaluated when exploring new housing programs in the future.

BOARD ATTORNEY GUERRA

Board Attorney Guerra cautioned that having two tenant commissioners is a state statute, and warned that someone can potentially challenge decisions made by the Housing Authority by arguing that the body was not properly composed. He then stated that, should the Council decide to establish a Housing Commission, then he would need specific direction so that he could draft a new ordinance for Council consideration.

MOTION

A motion was made by Chair Ortiz, seconded by Board Member Breceda, to receive and file the report. The motion was unanimously approved.

ITEM NO. 2B
EQUITY SHARING POLICY – APPLICATION TO AMEND AFFORDABLE HOUSING REGULATORY AGREEMENTS

EQUITY SHARING POLICY – APPLICATION TO AMEND AFFORDABLE HOUSING REGULATORY AGREEMENTS

EXECUTIVE DIRECTOR TAM	Executive Director Tam presented the staff report.
MOTION	A motion was made by Board Member Ambriz, seconded by Board Member Breceda, to approve Form of Equity Sharing Application, Form Amendments to Affordable Housing Regulatory Agreements, and Directions for Staff on Processing of Applications for Amendment pertaining to application process for residents who seek to amend their Affordable Housing Regulatory Agreements in accordance with the Housing Authority's Equity Sharing Policy. The motion was unanimously approved.
EXECUTIVE DIRECTOR TAM	Executive Director Tam noted that the Board will soon have to decide on other housing issues, and suggested that the Board strongly consider Board Attorney Guerra's recommendation to establish a seven-member Board to address said issues.
ITEM NO. 2C CONSIDERATION OF APPROVAL - 16160 PROGRESS LANE	CONSIDERATION OF APPROVAL OF ASSIGNMENT AND ASSUMPTION OF AFFORDABLE HOUSING AGREEMENT, OPTION TO PURCHASE, AND DECLARATION OF COVENANTS RUNNING WITH THE LAND BETWEEN THE IRWINDALE REDEVELOPMENT AGENCY AND FRANCES M. ISLAS WITH RESPECT TO 16160 PROGRESS LANE AND RELATED LOAN DOCUMENTS; 2. CONSIDERATION OF APPROVAL OF REQUEST FOR SUBORDINATION OF LOW AND MODERATE INCOME HOME IMPROVEMENT LOAN REGARDING 16160 PROGRESS LANE
BOARD MEMBER BRECEDA	Board Member Breceda recused himself from this item and exited the Council Chambers at 9:27 p.m.
BOARD ATTORNEY GUERRA	Board Attorney Guerra presented the staff report.
MARTIN HERRERA	Martin Herrera, Realtor, thanked staff for assisting the Islas family.
MOTION	A motion was made by Board Member Ambriz, seconded by Vice Chair Burrola, to: 1) rescind the Housing Authority approval of July 14, 2021, wherein the Board in effect approved transfer of title to the property located at 16160 Progress Lane to Jon J. Islas and Jon J. Islas, Jr. without consideration of any income qualification requirement, 2) approve the First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, and related First Restated and Amended Promissory Note and First Restated and Amended Deed of Trust with Assignment of Rents, with respect to 16160 Progress Lane property, 3) authorize the Chair to execute the First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land with respect to 16160 Progress Lane property, approved as to form by Authority Counsel, 4)

approve the request by Jon Islas for the Housing Authority to subordinates its loan to a new loan made subject to all conditions established by the Irwindale Housing Authority's Low and Moderate Income Home Improvement Guidelines, and 5) authorize the Executive Director to execute the Subordination Agreement to effectuate the subordination, approved as to form by Authority Counsel. The motion was unanimously approved.

PUBLIC HEARINGS None.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 9:36 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

HA Item 1E

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issues: Las Casitas Eligibility Ranking List

Executive Director's Recommendation:

That the City Council receive and file the Las Casitas Eligibility Ranking List.

Prepared and Submitted by:

Jamie Traxler, Assistant Authority Counsel

Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel

Approved by:

William K. Tam, Executive Director

BACKGROUND AND ANALYSIS:

There are currently three (3) units at the Las Casitas Senior Apartment Complex that are available for rent. All three (3) units are designated as Extremely Low Income units. When the Housing Authority opened the application period, fifty-eight (58) applications were distributed for the three available (3) units. Thirty-seven (37) applications were received. Of the thirty-seven (37) applications, twenty-three (23) were deemed complete and eligible according to the Las Casitas Guidelines Policies and Procedures For Senior Low/Moderate Income Housing Apartment Rental Program ("Guidelines") for the Extremely Low Income priority.

At its meeting on November 10, 2021, the Irwindale Housing Authority Board approved amendments to the Las Casitas Guidelines in order for staff to finalize review of the applications. Staff have now finalized their review of all applications and prepared

a final eligibility list. Attached hereto as **Exhibit "A"** is the Las Casitas Eligibility Ranking List.

Pursuant to the Guidelines, staff has sent the nine (9) ineligible applicants notification of their ineligibility. The letters provide a statement indicating why the applicant has been denied, and advising the applicant of his or her right to appeal the determination in writing within ten (10) days of the letter to the Board.

After the expiration of the appeal period, the top three ranked applicants will be notified and mailed the necessary rental agreement documents to begin processing the rental application. In the event that there is a tie in rankings, pursuant to the Guidelines, the Board will be required to conduct a random blind drawing during a duly noticed public meeting in order to determine a final priority ranking order.

Conclusion

This ranked list is presented to the Housing Authority Board for informational purposes only.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Las Casitas Eligibility Ranking List

Las Casitas Application Final Ranking - November 2021

App Number	Applicant Name	Ranking
1	Esperanza Verjan	12
3	Linda Armendariz	10
6	Maria E. Duenas	10
7	Olga Himenez	12
9	Veronica S. Lara	11
10	Joey Hernandez	14
12	Gloria Calderon	10
14	Maria Zavala de Nunez	10
15	Jesus Raul Sanchez	13
17	Evangelina Flores	10
20	Jacqueline Rodriguez	12
22	Telma Ramirez	12
25	Lorene Burrola	11
26	Luis Escoto	8
28	Martha Davalos	8
29	Maria Lourdes Martinez	10
34	Isabel Huanes	11
35	Christina Fraijo	5
39	Romel Lopez	12
40	Teresa Fraijo Munoz	12
44	Antonia Lozano	10
45	Luisito V. Arca	10
46	Jose Esparza	10
47	Patricia Hall	12
49		
50		

Emailed Applic	Name	Status
E3	Beatriz Carrillo	12
E9	Olivia Venegas Maldonado	11

HA Item 1F

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Consideration of Approval – Subordination of Home Purchase Loan at 4612 Nora Avenue

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City Manager's Recommendation:

1) Approve the request by Marguerite Lopez for the Housing Authority to subordinate its loan to a new loan made in a refinancing, subject to all conditions established by the Irwindale Housing Authority's Guidelines, Policies and Procedures for the Mayans Housing Purchase Program; and

2) Authorize the Executive Director to execute the Subordination Agreement subject to Authority Counsel approval as to form.

Prepared and Submitted by:

Robert J. Lee, Assistant Authority Counsel — **Electronically Approved**

Reviewed by:

Adrian Guerra, Authority Counsel

Jeanette Duran, Interim Finance Director/City Treasurer

Approved by:

William K. Tam, Executive Director

Background and Analysis:

1) As part of the Irwindale Housing Authority Mayans Low and Moderate Income Housing Purchase Program ("Mayans Program"), the Irwindale Housing Authority ("Authority") received a written request from Marguerite Lopez ("Owner") for the Authority to subordinate its loan ("Authority Loan") made to Owner, secured by a deed of trust recorded with the Recorder's Office ("Authority Deed of Trust"), in connection with a proposed refinance of Owner's existing mortgage ("Current Private Mortgage") for the property located at 4612 Nora Avenue ("Property") without taking any cash out. The original loan amount for the Current Private Mortgage was for $95,548.00, and the new loan ("New Loan") would be for the amount of $94,535.00 (including closing costs).

2) Any subordination of the Authority Loan to the New Loan for the proposed refinance will require the Authority lien to be ranked behind the New Loan for purposes of collecting repayment from a debtor, and this would be effectuated via a subordination agreement. The priority of debts is significant when the property owner defaults on payments or declares bankruptcy, as the Authority's debt will be collected when and if the first lien has been fully satisfied in the event of foreclosure and liquidation and only if there are monies left over. Therefore, when an affordable homeowner seeks to refinance its existing loan obtained from a private lender and asks the Authority to subordinate its loan to that new loan, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full. It should be noted, however, that the Mayans Program Guidelines ("Guidelines") provide that all Authority loans are to remain in second lien position (the "Authority will provide second trust deed financing") and based thereon, the Authority Loan is currently in second lien position with respect to the Current Private Mortgage; any Authority agreement to subordinate to the New Loan essentially places the Authority in the same lien priority position as the status quo.[1]

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

Fiscal Impact:

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

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

RECORDING REQUESTED BY:

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

ESCROW NO:
TITLE ORDER NO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

APN: 8417-002-081

SUBORDINATION AGREEMENT

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

THIS AGREEMENT, made _____, 2021, by MARGUERITE LOPEZ, a single woman, owner of the land hereinafter described and hereinafter referred to as "Owner," and IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic, present owner and holder of the Regulatory Agreement and Declaration of Covenants and Restrictions ("Affordable Housing Agreement") and Deed of Trust with Assignment of Rents and Rider to Deed of Trust with Assignment of Rents ("Agency Deed of Trust"), both dated July 25, 2018, hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner did execute the Agency Deed of Trust in favor of the IRWINDALE HOUSING AUTHORITY to First American Title Company, Trustee, which Agency Deed of Trust was recorded on August 7, 2018 as document no. 20180789782, and Owner did execute the Affordable Housing Agreement in favor of IRWINDALE HOUSING AUTHORITY, which Affordable Housing Agreement was recorded on August 7, 2018 as document no. 20180789780, Official Records of said county covering:

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

PARCEL A:

PARCEL 2 OF PARCEL MAP NO. 72834, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 389 PAGES 50, 51 AND 52 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

NONEXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS, DRAINAGE, SEWER AND WATER AND FOR CONSTRUCTION AND MAINTENANCE OF ALL INFRASTRUCTURE PURPOSES OVER AND ACROSS PARCELS 1 AND 2 OF PARCEL MAP NO. 73834, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 389 PAGES 50, 51 AND 52 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of NINETY FOUR THOUSAND FIVE HUNDRED THIRTY FIVE DOLLARS AND ZERO CENTS ($94,535.00), in favor of:

NEWREZ LLC

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

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

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

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

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

(1) That said Lender Deed of Trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement above mentioned.

(2) That Lender would not make its loan above described without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the Agency Deed of Trust and Affordable Housing Agreement first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

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

(B) An endorsement has been placed upon the note secured by the Agency Deed of Trust and Affordable Housing Agreement first above mentioned that said Agency Deed of Trust and Affordable Housing Agreement have by this instrument been subordinated to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to.

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

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

"BENEFICIARY"

IRWINDALE HOUSING AUTHORITY, a public body,
corporate and politic

_____
William K. Tam, Executive Director

ATTEST:

_____
Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, Authority Counsel

"OWNER"

MARGUERITE LOPEZ

_____
Marguerite Lopez

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

STATE OF CALIFORNIA)
) §
County of _____)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

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

STATE OF CALIFORNIA)
) §
County of _____)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2020-2021 and SB 341 Annual Report for FY 2020-2021

Date: December 8, 2021

To: Honorable Chair and Members of the Housing Authority Board

From: Adrian R. Guerra, Board Counsel

Issue: Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2020-2021 and SB 341 Annual Report for FY 2020-2021

Executive Director's Recommendation:

That the Authority Board:

1. Receive and file the FY 2020-2021 Irwindale Housing Authority Annual Report and direct that such report be filed with the City of Irwindale City Clerk's office; and
2. Approve the SB 341 Annual Report for FY 2020-2021 and the posting of such report and supporting documentation on the City's website.

Prepared and Submitted by:

Marilyn Simpson, Community Development Director — Marilyn Simpson

Reviewed by:

Adrian R. Guerra, Authority Counsel — **Electronically Approved**

Jeanette Duran, Interim Finance Director / City Treasurer — **Electronically Approved**

Approved by:

William K. Tam, Executive Director — **Electronically Approved**

BACKGROUND AND ANALYSIS:

FY 2020-2021 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 2020-2021, which was submitted to HCD by October 1, 2021 and now 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 2020-2021, including housing unit compliance with affordability requirements, activities concerning existing debt obligations, as well as 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 2020-2021. There were no bonds issued and no new loans were obtained.

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. As of June 30, 2021, the Authority sold one property: 4605 Nora Avenue.

At least 20% of Authority-owned properties must be available to lower income persons. The affordability levels are in compliance - of the 142 restricted properties (25 Las Casitas and 117 active restrictive covenants on single family homes), 100% are available to moderate income or below, 67% are available to low income or below, and 33% are available to very low-income persons or below.

SB 341 Annual Report for Fiscal Year 2020-2021

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 2020-21, the ending balance of the Housing Asset Fund was $21,294,648. The law stipulates that no funding may be spent on moderate income households. Additionally, the law instructs that 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, less than 1 % on low-income units, and no funds on moderate-income units. As of June 30, 2021, the Authority has not met all of the requirements for expenditures by income level. However, the Authority has until June 30, 2024 to be in compliance.

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." The four years of prior deposits were established in FY 2016-17 through FY 2019-20, and it has been determined that there is no excess surplus, as the calculation results in ($2,281,218) for the unencumbered balance for FY 2020-21.

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 2020-2021. The totals in the Housing Successor Financial Statements represent the final numbers of the Housing Successor's financial position as of June 30, 2021. The attached financial statements are presented in draft format. Staff requests that any nonsubstantive changes can be made under the direction of Authority Council and Executive Director. The final report, with no changes to the totals, will be provided by the auditors to be submitted to the Housing Authority as part of 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 reported as part of the SB 341 Report. For the fiscal year ended June 30, 2021, the Fund Balance for the Housing Successor is $21,294,648.

ATTACHMENTS:

1. Irwindale Housing Authority Fiscal Year 2020-2021 Annual Report
2. Draft Housing Successor SB 341 Annual Report with Appendix

Attachment "1"

ANNUAL REPORT

IRWINDALE HOUSING AUTHORITY

Fiscal Year 2020-21

Report Date: September 30, 2021

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 2020-21 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: Albert F. Ambriz, Larry G. Burrola, Mark A. Breceda, Manuel R. Garcia, and H. Manuel Ortiz. William K. Tam is 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 2020-21 Housing Successor Compliance Report under separate cover for submission to HCD by the end of 2021. 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 2020-21, 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 2020-21.

Financing Agreements

The Authority did not enter into any financing agreements during FY 2020-21.

Loans

In FY 2020-21, on June 30, 2021, the Authority entered into a new agreement with developer IMD Enterprises, LLC ("IMD Enterprises") for a construction loan in the amount of

$493,469.16. This loan is related to the Disposition and Development Agreement ("DDA") and four associated addendums 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 construction of 16 new single-family homes.1 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.

In FY 2020-21, the Authority also issued a new loan in the amount of $493,500 to a very low-income household to purchase a house located at 4605 Nora Avenue. Note that this property is not part of the Mayans Project.

Furthermore, 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, 2021, 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"

The Authority has been implementing the DDA with IMD Enterprises, LLC since the original DDA was executed on December 18, 2013 (the DDA is described in further detail in the preceding "Housing Authority Debt Obligations" section of this report). 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.

In total, as of the end of the FY 2020-21, 27 units 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.

In FY 2020-21, the property at 4605 Nora Avenue was sold to a very low-income household. The closing date was February 12, 2021. The Authority purchased this property from a private party in FY 2018-19. Prior to the sale to the very low-income household, the Authority renovated the home. As mentioned above, the Authority entered into an agreement with the

purchaser for a loan in the amount of $493,500. In FY 2020-21, the Authority established a covenant restricting affordability for the property.

The Authority did not purchase any property in FY 2020-21.

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 and the 117 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
Irwindale Housing Authority

Asset	Units by Income Level									
	#	%	#	%	#	%	#	%	#	%
Las Casitas Senior Apartment Complex	9	36%	6	24%	5	20%	5	20%	25	100%
Restrictive Covenants	4	3%	28	24%	43	37%	42	36%	117	100%
Total	13	9%	34	24%	48	34%	47	33%	142	100%

Total Moderate Income or Below	*100%*
Total Low Income or Below	*67%*
Total Very Low Income or Below	*33%*

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, 21 of which were occupied by senior households. The covenants are listed in Exhibit A of Appendix 2. Since the covenants were transferred in 2012, 15 have expired, resulting in 89 remaining. Of the 15 expired covenants, 2 were senior covenants, resulting in 19 remaining.

Since FY 2015-16, the Authority has established 28 new covenants. Of the 28 covenants, 27 are related to loans issued to buyers of Mayans Project units. The Authority established three covenants in FY 2015-16, one covenant in FY 2016-17, 14 covenants in FY 2017-18, three covenants in FY 2018-19, and six covenants in FY 2019-20. Additionally, as detailed in the "Land Transactions and Development" section above, one covenant was established in FY 2020-21 for the property at 4605 Nora Avenue.

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 [1]	Income Level of Units	Unit Size	Household Size	# of Units	Co. Max. Rent [2]	Tenant-Paid Rent Range[3]
Las Casitas	Extremely Low	1-bed	1	13	$480	$159-$390
	Extremely Low	1-bed	2	2	$480	$351-672[4]
	Very Low	1-bed	1	4	$800	$459-$689
	Very Low	1-bed	2	4	$800	$398-$562
	Low	1-bed	1	2	$1,893	$523-651
	Low	1-bed	2	0	$1,893	N/A

[1] These rental amounts were current as of December 2020 (certified in December 2020). The units described above exclude one unit for an on-site manager.

[2] County-wide maximum allowable rent before deducting the utility allowance pursuant to HSC Section 50053.

[3] Aggregated by rental range to protect privacy. Monthly rent includes the utility allowance and does not include Authority subsidies.

[4] The tenant paid rent amount for one extremely low income unit was higher than the County max rent amount. The Authority is working with the property manager to ensure correct rents are being applied.

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 2020-21, 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 2020-21 projected versus actual revenues and expenditures by category. Actual revenues were more than expected and expenditures were nearly $7 million less than budgeted, resulting in an ending balance of $12.2 million as of June 30, 2021. Please note that these figures are tentative pending year-end accounting.

Statement of Revenue & Expenditures[1] **Table 3**

	Projected 2020-21	Actual 2020-21
Beginning Balance	**$ 12,806,670**	**$ 12,806,670**
REVENUE		
Interest Income	25,400	19,300
Interest from Loan	-	309,370
Loan Repayments	-	1,500
Total Revenues	**$ 25,400**	**$ 330,171**
EXPENSES		
Contract Services:		
Agency/Authority Meeting Stipend Reimbursement	$ 6,180	$ 4,350
Mileage Reimbursement	100	-
Memberships & Subscriptions	10,000	10,000
Public Notices	1,000	-
Housing/Rental Subsidy	59,480	66,926
First Time Homebuyers Program	5,278,415	-
FTHB Program - Bond Proceeds	2,006,291	-
FTHB Program - Additional Contract	74,635	74,634
Operating Supplies	1,000	20
Postage	1,000	-
Contractual Svcs-Single Fam Hg	70,288	27,461
Legal Services	264,300	210,226
Outside Legal Counsel	-	3,595
Audit Services	4,950	4,917
Admin/Personnel Reimbursement	128,790	128,364
Property Tax/Parcel Levy	9,520	9,393
Escrow & Appraisal Fees	1,800	4,934
Property Maintenance Costs	1,000	53
Loss on Sale of Property	-	355,782
Total Expenses	**$ 7,918,748**	**$ 900,655**
Ending Balance	**$ 4,913,322**	**$ 12,236,186**

[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.

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.

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 the 2020-21 Fiscal Year will be prepared under separate cover for submission to HCD by the end of 2021.

APPENDIX 4: 2021 LOS ANGELES COUNTY MAXIMUM RENTAL HOUSING COST LIMITS

Affordable Rental Housing Cost Limits

			Very Low-Income		Low-Income			Moderate-Income		
Median Income	Number of Persons	Bedrooms	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)*		
$56,000	One	Studio	$24,850	$420	$41,400	$700	$66,250	$840	$1,656	$67,200	$1,540	$1,680
$64,000	Two	One	$28,400	$480	$47,300	$800	$75,700	$960	$1,893	$76,800	$1,760	$1,920
$72,000	Three	Two	$31,950	$540	$53,200	$900	$85,150	$1,080	$2,129	$86,400	$1,980	$2,160
$80,000	Four	Three	$35,450	$600	$59,100	$1,000	$94,600	$1,200	$2,365	$96,000	$2,200	$2,400
$86,400	Five	Four	$38,300	$648	$63,850	$1,080	$102,200	$1,296	$2,555	$103,700	$2,376	$2,593
$92,800	Six	Five	$41,150	$696	$68,600	$1,160	$109,750	$1,392	$2,744	$111,350	$2,552	$2,784
$99,200	Seven	Six	$44,000	$744	$73,300	$1,240	$117,350	$1,488	$2,934	$119,050	$2,728	$2,976
$105,600	Eight	Seven	$46,800	$792	$78,050	$1,320	$124,900	$1,584	$3,123	$126,700	$3,388	$3,168

Attachment "2"

HOUSING SUCCESSOR COMPLIANCE REPORT

IRWINDALE HOUSING AUTHORITY

Report for Fiscal Year 2020-21

Prepared Pursuant to Health and Safety Code Section 34176.1

December 3, 2021 - DRAFT

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BETTER COMMUNITIES. BOLDER FUTURES.

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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

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- 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)

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   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

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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") 2020-21, the Housing Authority deposited $329,463 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 2020-21 Housing Asset Fund Deposits **Table 1**
Irwindale Housing Authority

Balance Type		Amount
Interest	$	18,592
Interest from Loans	$	309,370
Loan Repayment	$	1,500
TOTAL	**$**	**329,463**

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At the close of FY 2020-21, the ending balance in the Housing Asset Fund was $21,294,648, 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 2020-21 Housing Asset Fund Ending Balance **Table 2**
Irwindale Housing Authority

Balance Type		Amount
Cash	$	220,720
Local Agency Investment Fund (LAIF)		11,229,324
Accounts Receivable		-
Interest Receivable		11,779
Loans Receivable - Housing Loans		493,469
Loans Receivable - IMD		13,419,207
Real Property		9,450,000
Accounts Payable		(68,255)
Deferred Revenues - Housing Loans		(13,419,207)
Deferred Revenues - Olive Pit/IMD Loan		(42,389)
Total	$	21,294,648

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.

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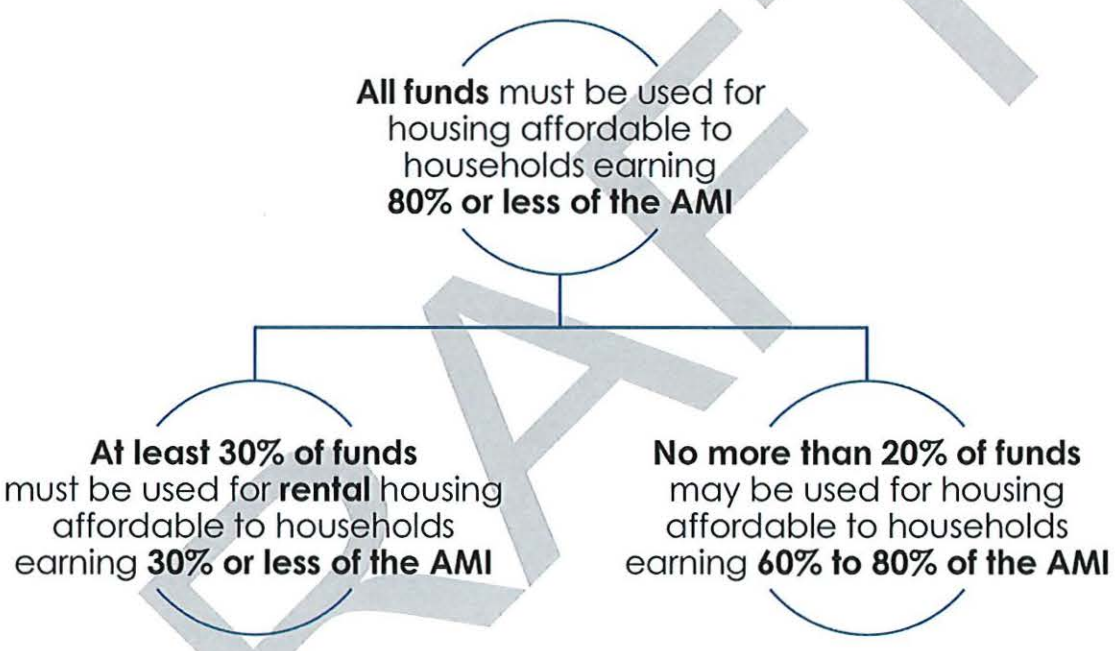
3. Remaining expenditures must be spent to develop housing affordable to households earning 80% or less of the area median income ("AMI"). This means that no funding may be spent on moderate-income households, as was previously allowable by redevelopment law. Additionally, of the money expended, a minimum 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 of its 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

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expenditures during the entire five-year compliance period. The second compliance period is from FY 2019-20 through FY 2023-24. Thus, FY 2019-20 is the second 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, 2021. However, the Housing Authority has until the end of the second five-year compliance period (June 30, 2024) to become compliant. In FY 2020-21, the Housing Authority spent no funds on extremely low-income rental units, no funds on low-income units, and no funds on moderate-income units. Thus, all of FY 2020-21 expenditures are classified in the "Other" category. However, the Housing Authority's administrative expenses between July 1, 2020 through June 30, 2021 were within the allowable allowance for the fiscal year.

In FY 2020-21, the Housing Authority did not spend any bond proceeds on affordable housing development.

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Housing Asset Fund Expenditures **Table 3**

Irwindale Housing Authority

	Expenses with Annual Limitations		Expenses with Limitations for Total Expenditures in the Five-Year Compliance Period (FY 2019-20 through 2023-24)				
			Development Expenses				
H&SC Section 34176.1 Compliance by Fiscal Year	**Admin/ Monitoring[1]**	**Rapid Rehousing**	**<30% AMI Rental Units**	**60-80% AMI**	**Above 80% AMI**	**Other**	**TOTAL**
FY 2020-21 Expenditures	$474,991	$0	$0	$0	$0	$77,768	**$77,768**
FY 2020-21 Limitations	$1,168,134	$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**	**$0**	**$0**	**$77,768**	**$77,768**
Limitations	-	-	>30%	<20%	0%	N/A	-
Expenditure Proportionality as of End of FY 2020-21	-	-	0%	0%	0%	100%	-
Compliant as of End of FY 2020-21 (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.

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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. Note that, in previous Housing Successor Compliance Reports, Table 4 included an Advance to General Fund related to the Olive Pit, which was listed on the Housing Asset Transfer Form and sold to the City of Irwindale on January 9, 2013. However, this loan was fully repaid in FY 2020-21.

Fiscal Year 2020-21 Real Properties and Receivables **Table 4**
Irwindale Housing Authority

Asset	Amount
Real Properties [1]	
5100 Allen Drive (10 acres)	9,450,000
Subtotal	*$9,450,000*
Loan Receivables	
Housing Subsidy Loans	$11,986,411
Housing Rehabilitations Loans	1,425,629
IMD Loan	493,469
Property Tax Loans	6,282
Property Settlement Loan	885
Subtotal	*$13,912,676*
Total	**$23,362,676**

[1] The Olive Pit was listed on the Housing Asset Transfer Form, but not included in the above list of real properties, because the property was sold to the City of Irwindale on January 9, 2013. The properties located at 15848 Juarez Street, 16046 Peppertree Lane, and 4618 Nora Avenue were also listed on the Housing Asset Transfer Form, but not included in the above list of real properties, because these properties were sold to low-income households in FY 2015-16 and 2016-17. The Property located 16203-16233 Arrow Highway was also listed on the Housing Asset Transfer Form, but not included in the above list of real properties because the property was sold to Panattoni Development Company, Inc. in FY 2019-20. The sales proceeds will be used for affordable housing.

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 will be used to assist only rental units that are affordable to household incomes that are less than 30% AMI. Currently, the project is 71% complete and is expected to be completed by April 2022.

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 2020-21, 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.

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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.

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 10 rental housing units since June 30, 2011, 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

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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. Table 5 below shows the Housing Authority's excess surplus calculation for FY 2020-21.

Fiscal Year 2020-21 Excess Surplus Calculation **Table 5**

Irwindale Housing Authority

Fiscal Year	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Calculation**
Deposits	74,444	117,193	141,910	2,950,471	
FY 2020-21 Beginning Balance					12,427,322
Committed Funds					11,424,522
Land Held for Resale					*472,282*
Advance to General Fund					*3,979,785*
Encumbrance: First Time Homebuyer Program					*6,072,060*
Encumbrance: Las Casitas Housing Subsidy					*900,395*
Unencumbered Amount					1,002,800
Step 1					
$1 Million, or					1,000,000
Last 4 Deposits					3,284,018
Result: Larger Number					3,284,018
Step 2					
Unencumbered Amount					1,002,800
Larger Number From Step 1					3,284,018
Excess Surplus/(Deficit)					**(2,281,218)**

The calculation results in an excess surplus of ($2,281,218). Because the calculation results in a negative number, the Housing Authority does not have an excess surplus.

INVENTORY OF HOMEOWNERSHIP UNITS

Table 6 below shows an inventory of the 116 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 2020-21, one unit (4605 Nora Avenue) was added.

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.

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Fiscal Year 2020-21 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 Pepertree 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 Avenue	Housing Authority	1
115	4841 Sabre Lane	Housing Authority	1
116	4605 Nora Avenue	Housing Authority	1
TOTAL UNITS			**116**

APPENDIX: 2020-21 IRWINDALE HOUSING SUCCESSOR INDEPENDENT AUDITORS' REPORT & BASIC FINANCIAL STATEMENTS

DRAFT

IRWINDALE HOUSING SUCCESSOR

COMPUTATION OF LOW AND MODERATE INCOME HOUSING FUND EXCESS/SURPLUS

	6/30/2014	Low/Mod Housing Fund July 1, 2014	6/30/2015	Low/Mod Housing Fund July 1, 2015	6/30/2016	Low/Mod Housing Fund July 1, 2016	6/30/2017	Low/Mod Housing Fund July 1, 2017	FY 2018-2019 6/30/2018	Low/Mod Housing Fund July 1, 2018	FY 2019-2020 6/30/2019	Low/Mod Housing Fund July 1, 2019	FY 2020-2021 6/30/2020	Low/Mod Housing Fund July 1, 2020	FY 2021-2022 6/30/2021	Low/Mod Housing Fund July 1, 2021
Fund Balance		29,499,994		29,396,503		27,671,870		26,111,131		21,305,159		18,048,344		12,427,322		21,294,648
Less Unavailable Amounts:																
Land Held for Resale	(10,550,015)		(10,550,015)		(9,953,494)		(10,628,604)		(11,610,492)		(9,742,282)		(472,282)		(9,450,000)	
Advance-Gen Fund-Olive Pit Loan	(4,151,940)		(4,179,497)		(3,748,156)		(3,788,114)		(3,837,790)		(3,902,587)		(3,979,785)		-	
First Time Homebuyer Program					(5,882,453)		(7,035,960)		(4,484,054)		(8,000,000)		(6,072,060)		(6,083,960)	
First Time Homebuyer Program-Bond Proceeds															(2,006,291)	
Las Casitas Housing Subsidy					(1,334,000)		(1,334,000)		(1,334,000)		(907,228)		(900,395)		(831,395)	
SERAF Loan	(1,189,209)															
		(15,891,164)		(14,729,512)		(20,918,103)		(22,786,678)		(21,266,336)		(22,552,097)		(11,424,522)		(18,371,646)
Available Low and Moderate Income Housing Funds:		13,608,830		14,666,991		6,753,767		3,324,453		38,823		(4,503,753)		1,002,800		2,923,002
					(7,216,453)											
Limitation (greater of $1,000,000 or Aggregate Amounts Deposited)																
Aggregate Amounts Deposited:																
2021-2022																
2020-2021															9,779,462	
2019-2020												1	2,950,471		2,950,471	
2018-2019										1	141,910	2	141,910		141,910	
2017-2018								1	117,193	2	117,193	3	117,193		117,193	
2016-2017						1	74,444	2	74,444	3	74,444	4	74,444		-	
2015-2016				1	1,029,469	2	1,029,469	3	1,029,469	4	1,029,469		-		-	
2014-2015		1	1,235,019	2	1,235,019	3	1,235,019	4	1,235,019		-		-		-	
2013-2014	1	35,966	2	35,966	3	35,966	4	35,966	-		-		-		-	
2012-2013	2	12,559,715	3	12,559,715	4	12,559,715		-	-		-		-		-	
2011-2012	3	1,196,435	4	1,196,435		-		-	-		-		-		-	
2010-2011	4	-		-		-		-	-		-		-		-	
TOTAL AGGREGATE DEPOSITS		13,792,116		15,027,135		14,860,169		2,374,898		2,456,125		1,363,016		3,284,017		3,209,573
BASE LIMITATION		1,000,000		1,000,000		1,000,000		1,000,000		1,000,000		1,000,000		1,000,000		1,000,000
Greater Amount -Total Aggregate Deposits vs Base Limitation		13,792,116		15,027,135		14,860,169		2,374,898		2,456,125		1,363,016		3,284,017		3,209,573
Computed Excess Surplus		(183,286)		(360,144)		(8,106,403)		949,555		(2,417,302)		(5,866,768)		(2,281,217)		(286,571)

FY 2011-2012

Interest (none posted)	-
SERAF Loan Payment (June 2012)	1,196,435
	1,196,435

FY 2012-2013

Interest	22,494
Gain on Sale of Olive Pit	514,453
Huy Fong Loan Payoff Principal	11,287,738
Huy Fong Loan Payoff Interest	735,030
	12,559,715

FY 2013-2014

Interest	35,966
	35,966

FY 2014-2015

Interest	45,810
SERAF Loan Final Payoff	1,189,209
	1,235,019

FY 2015-2016

Interest	74,246
Olive Pit Loan Interest	45,497
Transfers In	496,326
Subtotal	616,069
Olive Pit Loan Payment	413,400
	1,029,469

FY 2016-2017

Interest	74,294
Property Tax Loar	150
	74,444

FY 2017-2018

Interest	116,993
Property Tax Loar	200
	117,193

FY 2018-2019

Interest	141,635
Property Tax Loar	275
Olive Pit Loan Pay	-
Transfer In	- Not Eligible
	141,910

FY 2019-2020

Interest	138,435
Property Tax Loar	200
Olive Pit Loan Pay	-
Bond Proceeds	2,811,836
	2,950,471

IRWINDALE HOUSING SUCCESSOR

COMPUTATION OF LOW AND MODERATE INCOME HOUSING FUND EXCESS/SURPLUS

			Low and Moderate Housing Funds All Project Area July 1, 2014		Low and Moderate Housing Funds All Project Area July 1, 2015		Low and Moderate Housing Funds All Project Area July 1, 2016
Fund Balance			29,499,994		29,396,503		27,671,870
Less Unavailable Amounts:							
	Land Held for Resale	(10,550,015)		(10,550,015)		(9,953,494)	
	SERAF Loan	(1,189,209)					
	Advance to General Fund-Olive Pit Loan	(4,151,940)	(15,891,164)	(4,179,497)	(14,729,512)	(3,748,156)	(13,701,650)
	Available Low and Moderate Income Housing Funds:		13,608,830		14,666,991		13,970,220
Limitation (greater of $1,000,000 or Aggregate Amounts Deposited)							
	Aggregate Amounts Deposited:						
	2015-2016					491,938	
	2014-2015	-		1,235,019		1,235,019	
	2013-2014	35,966		35,966		35,966	
	2012-2013	12,559,715		12,559,715		12,559,715	
	2011-2012	1,196,435		1,196,435		-	
	2010-2011	- *		- *		- *	
	TOTAL AGGREGATE DEPOSITS	13,792,116		15,027,135		14,322,638	
	BASE LIMITATION	1,000,000		1,000,000		1,000,000	
Greater Amount	Total Aggregate Deposits vs Base Limitation		13,792,116		15,027,135		14,322,638
	Computed Excess/Surplus		**(183,286)**		**(360,144)**		**(352,418)**

* The Housing Successor Agency was created in February 2012 and therefore there were no deposits made prior to its existence.

FY 2011-2012	
Interest (none posted)	-
SERAF Loan Payment (June 2012)	1,196,435
	1,196,435
FY 2012-2013	
Interest	22,494
Gain on Sale of Olive Pit	514,453
Huy Fong Loan Payoff Principal	11,287,738
Huy Fong Loan Payoff Interest	735,030
	12,559,715
FY 2013-2014	
Interest	35,966
	35,966
FY 2014-2015	
Interest	45,810
SERAF Loan Final Payoff	1,189,209
	1,235,019
FY 2015-2016	
Interest	33,041
Olive Pit Loan Payment	458,897
	491,938

IRWINDALE HOUSING SUCCESSOR

COMPUTATION OF LOW AND MODERATE INCOME HOUSING FUND EXCESS/SURPLUS

		Low and Moderate Housing Funds All Project Area July 1, 2014		Low and Moderate Housing Funds All Project Area July 1, 2015
Fund Balance		29,499,994		29,396,503
Less Unavailable Amounts:				
Land Held for Resale	(10,550,015)		(10,550,015)	
SERAF Loan	(1,189,209)			
Advance to General Fund-Olive Pit Loan	(4,151,940)	(15,891,164)	(4,179,497)	(14,729,512)
Available Low and Moderate Income Housing Funds:		13,608,830		14,666,991
Limitation (greater of $1,000,000 or Aggregate Amounts Deposited)				
Aggregate Amounts Deposited:				
2014-2015	-		1,235,019	
2013-2014	35,966		35,966	
2012-2013	12,559,715		12,559,715	
2011-2012	1,196,435		1,196,435	
2010-2011	- *		- *	
TOTAL	13,792,116		15,027,135	
Base Limitation	1,000,000		1,000,000	
Greater Amount		13,792,116		15,027,135
Computed Excess/Surplus		**(183,286)**		**(360,144)**

* The Housing Successor Agency was created in February 2012 and therefore there were no deposits made prior to its existence.

FY 2011-2012	
Interest (none posted)	-
SERAF Loan Payment (June 2012)	1,196,435
	1,196,435
FY 2012-2013	
Interest	22,494
Gain on Sale of Olive Pit	514,453
Huy Fong Loan Payoff Principal	11,287,738
Huy Fong Loan Payoff Interest	735,030
	12,559,715
FY 2013-2014	
Interest	35,966
	35,966
FY 2014-2015	
Interest	45,810
SERAF Loan Final Payoff	1,189,209
	1,235,019

TABLE 2	
Cash	220,720.23
LAIF	11,229,323.93
Accounts Receivable	-
Interest Receivable	11,779.43
Loans Receivable-Housing Loans	13,419,207.21
Loans Receivable-IMD	493,469.16
Advance to General Fund	-
Real Property	9,450,000.00
Accounts Payable	(68,255.16)
Deferred Revenue-Housing Loans	(13,419,207.21)
Deferred Revenue-IMD Loan	(42,389.16)
Deferred Revenue-Olive Pit Loan	-
	21,294,648.43

Table 4	
Real Properties	
5100 Allen Drive (10 acres)	9,450,000.00
Subtotal	9,450,000.00
Loans Receivables:	
Housing Subsidy Loans	11,986,411.10
Housing Rehabilitation Loans	1,425,629.01
IMD Loan	493,469.16
Property Tax Loan	6,282.10
Property Settlement Loan	885.00
Advance to General Fund (Olive Pit Sale)	-
Subtotal	13,912,676.37
Total	**23,362,676.37**

HA Item 1H

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Honorable Chair and Members of the Housing Authority Board

From: Adrian R. Guerra, Board Counsel

Issue: Global Subordination Policy

Executive Director's Recommendation:

1. Consider adoption of Global Subordination Policy; and
2. Receive and file Instructions for Staff to Process Global Subordination Policy.

Prepared and Submitted by:

Robert J. Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Jeanette Duran, Interim Finance Director / City Treasurer — Duran

Approved by:

William K. Tam, Executive Director

BACKGROUND AND ANALYSIS:

Currently, there is no existing subordination policy that has been adopted by the Irwindale Housing Authority ("Authority") Board with regards to the Authority's various housing programs. Instead, guidelines exist for individual programs that guide how each subordination request is to be treated.

On October 22, 2020, the Board considered the Authority's current subordination practices and directed staff to prepare a global Subordination Policy that applies to all housing programs.

Attached to this report is a draft proposed global Subordination Policy ("Policy") which is intended to standardize the manner in which subordination requests are submitted and approved by the Authority for all Authority housing programs. It is proposed that the Authority Board shall approve or deny all subordination requests.

Some highlights of the proposed Policy are noted below:

- For refinances, approval of the subordination request must result in borrower's monthly financial housing obligations being decreased. For example, the refinance must involve a lower interest rate or a conversion from an adjustable or short-term fixed rate loan to a fully-fixed rate loan, resulting in a lower monthly mortgage payment;

- A fair market appraisal of the property is obtained by the lender except as expressly provided elsewhere in the Policy. The cost of the appraisal will be paid by the property owner;

- All debt on the property must not exceed 80% of the property value;

- The property owner must provide Authority staff all the applicable documentation listed in the Subordination Requirements Checklist attached as Exhibit "A" to the Policy; and

- All subordination requests are to be approved by the Board.

For the Home Improvement Program only, if the property owner has sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60%, so long as the other requirements are met, serious consideration is to be given in favor of approving a request for subordination to a new loan that will allow the owner to access his/her equity in an amount that will maintain the 60% loan-to-value ratio. This is different from the program guidelines which requires the Authority to approve the subordination request.

With regards to cash-outs, in keeping with Board comments provided during the October 22, 2020 meeting, the Policy provides that cash-out requests for refinances will be addressed on a case-by-case basis; however, it should be noted that old language from

the various guidelines that allows cash-outs to pay medical bills was removed from the Policy. The Policy does contain one component not currently considered by the guidelines which is that any approved subordination must result in the monthly financial housing obligations being decreased.

Finally, instructions for staff to implement the Policy are attached to this agenda report for the Board to take note of as a receive and file item.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

1. Subordination Policy
2. Instructions for Staff to Process Subordination Policy

Attachment "1"

SUBORDINATION POLICY

Effective December 8, 2021

Purpose and Applicability:

This Subordination Policy ("Policy") is intended to standardize the manner in which subordination requests are submitted and approved by the Irwindale Housing Authority ("Authority") for all Authority housing programs. The Authority Board shall approve or deny all subordination requests.

Effects of Subordination:

Subordination occurs where one creditor voluntarily agrees to become ranked behind another creditor in priority for purposes of collecting repayment from a debtor, and it is effectuated via a subordination agreement. The priority of debts is significant when a debtor defaults on payments or declares bankruptcy, as the party subordinating its debt will only collect on a debt owed when and if the obligation to the primary (or first lien) lender has been fully satisfied in the event of foreclosure and liquidation and only then to the extent there are monies left over. Therefore, when an affordable housing property owner seeks a refinance of its existing loan obtained from a private lender or seeks to take out a second mortgage, or alternatively, when a new affordable housing property owner acquires an affordable housing unit and takes out a new loan from a private lender, and the Authority is asked to subordinate its loan to any of these new loans, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full.

Requirements for Approving Subordinations:

Loans given by the Authority to an affordable housing property owner secured by a trust deed shall not be subordinated to any loan due to refinancing or for any other reason, except that the Authority may consider subordinating its position when all of the following requirements are satisfied:

- ***For refinances, approval of the subordination request will result in borrower's monthly financial housing obligations being decreased. For example, the refinance must involve a lower interest rate or a conversion from an adjustable or short-term fixed rate loan to a fully-fixed rate loan, resulting in a lower monthly mortgage payment***;

- A fair market appraisal of the property is obtained by the lender except as expressly provided elsewhere in this Policy. The cost of the appraisal will be paid by the property owner;

- When an appraisal is required, a copy of the appraisal mut be submitted to the Authority for its review;

- All debt on the property must not exceed 80% of the property value;

- The property owner does not receive cash out of the new loan unless the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property ~~or will be used for medical reasons~~, which is verified by the Authority. The cash out of the refinancing may not be used to consolidate existing household or credit card bills; and

- The property owner must provide Authority staff all the applicable documentation listed in the Subordination Requirements Checklist attached as Exhibit "A" to this Policy.

For the Home Improvement Program Only:

- If the property owner has sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60%, so long as the above-referenced requirements are met, serious consideration is to be given in favor of approving a request for subordination to a new loan that will allow the owner to access his/her equity in an amount that will maintain the 60% loan-to-value ratio.

Cashing out on a refinance means borrower receiving a new loan in an amount exceeding the pay-off balance due under the current balance of the loan being refinanced plus customary and reasonable loan closing costs and expenses such as lender points and fees, title, escrow and recording charges. Any cash out prohibition or limitation in connection with any subordination to refinancing helps ensure sufficient equity is maintained in the home in the event of foreclosure of the new loan where the Authority is left to seek repayment of its loan only once the prior lien is satisfied.

Additionally, there are times when an appraisal may not be needed. For example, for certain Fannie Mae loans, Fannie Mae does not require appraisals and instead relies on comparable sales data in connection with refinance approvals.

EXHIBIT "A"

SUBORDINATION REQUIREMENTS CHECKLIST

IRWINDALE

Subordination Requirements

- ☐ 1. Signed Authorization to Disclose Information.
- ☐ 2. Evidence of **VALID** home owner's insurance, showing the Irwindale Housing Authority as additional insured must be provided.
- ☐ 3. The request to Subordinate must be in writing from the property owner. The written request is to include:
    - i. Name of the property owner(s)
    - ii. Property address
    - iii. Current 1st Trust Deed terms (including but not limited to name of mortgage company, interest rate, payment history of property owner, total amount owed, etc…)
    - iv. A statement indicating that all debt on the property does not exceed 80% of the appraised value, prior to Refinancing.
    - v. Household Information: Annual Income, # of people in household, bedroom count for property.
    - vi. A statement indicating the purpose/reason for cash-out***, if applicable***.
- ☐ 4. New Loan - Uniform Residential Loan Application
- ☐ 5. New Loan - Uniform Underwriting and Transmittal Summary
- ☐ 6. New Loan – Loan Estimate
- ☐ 7. New Loan – Closing Disclosure
- ☐ 8. Demand for Payoff on all loans (other than Irwindale Community Redevelopment Agency/Irwindale Housing Authority Loan) on property.
- ☐ 9. Existing Loans – Promissory Note
- ☐ 10. Existing Loans – Demand for Payoff
- ☐ 11. A current appraisal report (dated within 30 days of the written request) is REQUIRED. The cost of the appraisal report will be the sole responsibility of the property owner.
- ☐ 12. Title Commitment
- ☐ ~~13. Cash-out Requests: The property owner must have sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60% (including all outstanding loans against the property, outstanding balance of Authority Loan and proposed new loan).~~

Cash-out Requests require Irwindale Housing Authority Board Approval. The Board meets the 2nd and 4th Wednesday of every month. In order for the request to be placed on the Board agenda all of the required items listed above must be submitted, reviewed and approved by staff 10 days prior to the scheduled meeting. Failure to meet this deadline will delay the Board's consideration of this matter.

☐ 13. The Authority will consider on a case-by-case basis, requests for ~~additional~~ cash-out beyond that described above only if the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property ~~or will be used for medical reasons~~, which is verified by the Agency. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.

☐ 14. If the requirements under paragraphs 1 though ***12*** ~~9~~ above are met, the Authority may allow the property owner to refinance, with no cash out. If the requirements under paragraphs 1 through ***13*** ~~10~~ are met, the Authority may allow the property owner to refinance and take cash out.

Information should be addressed to the following:

Irwindale Housing Authority
Attn: Housing Department
5050 N Irwindale Avenue
Irwindale, CA 91706
Or e-mail to jjhernandez@IrwindaleCA.gov or msimpson@IrwindaleCA.gov
Questions: Call Jesus Hernandez (626) 430-2208 or Marilyn Simpson (626) 430-2209

Attachment "2"

HOUSING AUTHORITY

SUBORDINATION POLICY

INSTRUCTIONS FOR HOUSING AUTHORITY STAFF TO PROCESS SUBORDINATION REQUESTS

DATE: DECEMBER 8, 2021

The Irwindale Housing Authority Board adopted a Subordination Policy effective December 8, 2021 ("Policy"), implementing a standardized method in which subordination requests are submitted and approved by the Irwindale Housing Authority ("Authority") for all Authority housing programs.

Housing Authority staff are to take the following steps in connection with subordination requests:

1) Furnish a Subordination Requirements Checklist to all homeowners who seek to submit a Subordination Request;

2) Upon receipt of a written Subordination Request, as specified in the checklist, ensure all checklist items are collected;

3) Once a written Subordination Request has been received with a complete packet of checklist items, provide Authority Counsel a copy of the written Subordination Request and complete packet of checklist items.

HA Item 2A

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

City of
IRWINDALE
AGENDA REPORT

Date: ~~November 10, 2021~~ December 8, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Consideration of Financial Aspects of Request for Proposals for Development of Affordable Housing Units on Southern Three (3) Acres of Land Located at 5100 Allen Drive.

Executive Director's Recommendation:

Provide direction on financial aspects of Request for Proposals (RFP) for development of affordable housing units on southern three (3) acres of land located at 5100 Allen Drive.

Prepared and Submitted by: **Electronically Approved**

Robert J. Lee, Assistant Authority Counsel

Reviewed by: **Electronically Approved**

Adrian R. Guerra, Authority Counsel

Approved by:

William K. Tam, Executive Director

BACKGROUND AND ANALYSIS:

The Irwindale Housing Authority ("Authority") is planning to issue an RFP to seek proposals from qualified developers for development of affordable long-term rental housing and/or first-time homebuyer housing for affordable housing residents of extremely low, very low, low, and moderate income residents through long-term affordability covenants. The RFP will also invite proposals that include market-rate housing units although the Authority will reserve the right to restrict all development to affordable housing units and to restrict development to rental units only.

Development will occur on approximately three (3) acres of land ("Property") located as part of the southern-most portion of the property located at 5100 Allen Drive, Irwindale, California, having Assessor's Parcel Number 8417-034-912, which is a 10.204 acre vacant parcel owned by Authority located east of Allen Drive and south of Arrow Highway. There will be a maximum of 21 units per acre for a maximum of 63 units developed upon the Property; the Authority will seek development of a maximum number of units at the lowest cost while ensuring that quality of construction is not sacrificed. Priority will be given for proposals which include a higher percentage of units reserved for the extremely low, very low, and low income categories, and the Authority will require a minimum 45-year period affordability covenants for all owner-occupied units provided under this program and a minimum period of affordability for all rental units of 55 years, both enforced through regulatory agreements. The Authority will likely enter into a ground lease with the selected developer.

The Board's input is now being sought to provide direction on the deal and financial structure of the development. For example, will the Authority enter into a ground lease with developer or a disposition and development agreement? What will be the financial terms? Will the Authority provide a loan or grant and what will be the amount? If a loan, will the loan be secured (this is recommended)? For any financial assistance provided, will the assistance be for a set amount or perhaps as a percentage of cost of each unit to be developed not to exceed a certain dollar amount? Will there be any restrictions on use of the monies toward certain costs, such as construction or permitting or will developer be free to use at it sees fit without any restrictions? Finally, rather than the Board making the above determinations, will the Board prefer that the Authority retain a financial consultant to assist with such determinations?

As a final note, the proposed transaction may fall under the purview of the Surplus Land Act thereby triggering certain procedural and other requirements associated with disposition of the Property.

FISCAL IMPACT:

None at this time. If the Board elects to retain a financial consultant to assist with the financial structure, the fiscal impact of that decision will be the cost to retain the consultant.

RA Item 1B

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

City of
IRWINDALE
AGENDA REPORT

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

Executive Director's Recommendation:

That the Irwindale Reclamation Authority receive and file this report.

Administrative Action:

Submitted by:

Arsanious Hanna
Authority Engineer/Building Official

Prepared by:

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

Reviewed by:

Adrian R. Guerra, Authority Counsel

Electronically Approved
by Authority Counsel

Jeanette Duran
Interim Authority Finance Director /
Authority Treasurer

Duran

Approved by:

William Tam, Executive Director

Background and Analysis:

The table below summarizes the 2021 fourth quarter estimated mining production of six (6) 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 2021 through November 2021 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	589,094	54,330,158
Peck Road Gravel Pit	16,000	238,000
United Pit No. 2	5,985	See comment below*
Vulcan Reliance I	434,200	25,178,166
Vulcan Durbin	385,500	32,455,000
Olive Pit	403,336	31,114,387

*United Pit No. 2 has been under an Interim Management Plan (IMP) since November 2010. Thus, very minimal or no production has been reported since 2010. A few pockets of aggregate material were found during backfill operations and finally after a few years, the Pit reported 33,845 tons in the third quarter, accumulating a total of 39,830 tons this period.

A total of approximately *1,834,115 tons* of material were produced during the reporting period, September 2021 through November 2021, from the six (6) SMARA Pits listed above. This is approximately 352,*033 tons* less than reported in the previous quarter. Peck Road Gravel Pit and Vulcan Reliance I straddle jurisdiction lines between the cities of Irwindale and Monrovia, and Irwindale and Azusa, respectively. However, the amounts reported for those two sites are for production and backfill within the City of Irwindale only. There is currently no mining occurring in Monrovia's jurisdiction of the Peck Road Gravel Pit or in Azusa's jurisdiction of Vulcan Reliance I.

Below is a summary of the fourth quarter and current activity of the remaining three (3) SMARA Pits in the City.

Mine Site	Status	Activity
United Pit No. 3	Idle IMP**	Idle/Reserves of 370,470 tons
United Pit No. 4	Active	Processing Plant
Azusa Western Pit	Inactive	Inactive

**United Pit No. 3 applied for an IMP, which 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 2021 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 June 2021 through August 2021 (C.Y.)
Lehigh Hanson Pit	No Fill Placed This Period
United Pit No. 2	297,781
Vulcan Durbin Pit	130,000

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

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

Fiscal Impact:

None

RA Item 1C

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

City of
IRWINDALE
AGENDA REPORT

Date: December 8, 2021

To: Reclamation Authority Board

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

Issue: Investment Quarterly Report for September 30, 2021.

City Manager/Executive Director's Recommendation:

For the Reclamation Board to receive and file the Investment Quarterly Report for September 30, 2021.

Administrative Action:

Submitted by:

Jeanette Duran, Interim Finance Director / Interim City Treasurer
(626) 430-2268

Duran

Prepared by:

Jeanette Duran, Interim Finance Director / Interim City Treasurer

Duran

Reviewed by:

Adrian R. Guerra, City Attorney/Authority Counsel — ***Electronically Approved***

Jeanette Duran, Interim Finance Director / Interim City Treasurer

Duran

Approved by:

William K. Tam, City Manager/Executive Director

Background and Analysis:

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

The City's Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority. The Reclamation Authority's funds are included in the City's cash and investment balances. The Investment Report for the quarter ending September 30, 2021 was presented to the City Council, Housing Authority, and Successor Agency Board on October 27, 2021. The Reclamation Authority 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, 2021 for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general account with Bank of the West also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

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

Attachment:
City of Irwindale Investment Report – September 30, 2021

CITY OF IRWINDALE
INVESTMENT REPORT
September 30, 2021

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BANK OF THE WEST GENERAL ACCOUNT	$ 715,560	0.36%			$ 715,560	
LOCAL AGENCY INVESTMENT FUND (LAIF)	37,650,879	0.21%			$ 37,650,879	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.52%	07/28/21	01/28/25	4,983,700	AAA
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,988,900	AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,987,220	AAA
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,993,300	AAA
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,970,400	AAA
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,966,100	AAA
FEDERAL HOME LN BKS (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,985,400	AAA
Sub-Total US Government Agencies:	33,000,000				32,875,020	
CERTIFICATES OF DEPOSIT						
GOLD COAST BANK (GDCOB)	240,000	1.90%	06/28/17	12/28/21	241,056	
CAPITAL ONE BANK (COF)	240,000	2.25%	12/29/16	12/29/21	241,289	
CITIZENS ST BK (CSBSH)	240,000	1.90%	06/30/17	12/30/21	241,080	
FIRST ST BANK (FRSTE)	240,000	2.00%	06/30/17	04/29/22	242,674	
BRIDGEWATER BK (BRDGW)	240,000	2.00%	06/29/17	06/29/22	243,458	
MARLIN BUSINESS BK (MRLN)	240,000	2.05%	06/29/17	06/29/22	243,550	
COMENITY CAP BK (ADSK)	240,000	2.25%	06/30/17	06/30/22	243,922	
Sub-Total Certificates of Deposit:	1,680,000				1,697,028	
Total City of Irwindale Investments (Pooled Funds):	**73,046,439**				**72,938,487**	
HOUSING AUTHORITY (Funds 11 & 12)						
BANK OF THE WEST GENERAL ACCOUNT	933,540	0.36%			933,540	
LOCAL AGENCY INVESTMENT FUND (LAIF)	8,337,561	0.21%			8,337,561	
	9,271,101				9,271,101	
SUCCESSOR AGENCY (Funds 50-66)						
BANK OF THE WEST GENERAL ACCOUNT	683,138	0.36%			683,138	
LOCAL AGENCY INVESTMENT FUND (LAIF)	16,666,315	0.21%			16,666,315	
	17,349,453				17,349,453	
GRAND TOTAL OF INVESTMENTS	**99,666,992**				**99,559,040**	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 9, 2021. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is **1.46** years, and the weighted average yield of the City's pooled investments at cost is **0.399%.** Market prices of securities are obtained directly through Bank of the West. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month account analysis statement.

Approved by _____ Eva Carreon, Director of Finance/City Treasurer