

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

OCTOBER 27, 2021

SPECIAL MEETING – 5:30 P.M. - CLOSED SESSION

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

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER

(Closed to the Public)

Pursuant to Irwindale Resolution No. 2021-86-3298

The Irwindale City Council has authorized the conduct of remote teleconference 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:

<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



SPECIAL MEETING - CLOSED SESSION – 5:30 P.M.

A. CALL TO ORDER

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

SPONTANEOUS COMMUNICATIONS

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

RECESS TO CLOSED SESSION

A. Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: William Tam, City Manager; Adrian Guerra, Legal
Counsel; Mary Hull, Human Resources Manager; Eva
Carreon, Director of Finance/City Treasurer

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

B. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

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

Case Number: Los Angeles County Superior Court Case No. 21PSCV00700

C. Public Employee Performance Evaluation (City Council and Housing Authority Item)

Pursuant to Government Code Section 54957(b)(1)

Title: City Manager/ Executive Director of the Housing Authority

C. RECONVENE IN OPEN SESSION

D. REPORT FROM CLOSED SESSION

E. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia;
Mayor Pro Tem Larry G. Burrola; Mayor H. Manuel Ortiz**
- E. CHANGES TO THE AGENDA**
- F. COUNCIL MEMBER TRAVEL REPORTS**
- G. COUNCILMEMBER COMMENTS**
- H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

Irwindale Chamber of Commerce Business of the Month – Athens Services

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

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

A. Minutes

Recommendation: Approve the following minutes:

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

Department: Administration / City Clerk

B. Warrants/Demands/Payroll

Recommendation: Approve

Department: Finance

C. Accepting and Approving the Appropriation of Donated Funds from the Irwindale Community Foundation

Recommendation: **Adopt 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".

Department: Administration / Finance

D. Investment Quarterly Report for September 30, 2021 (Joint Item on Successor Agency and Housing Authority)

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

Department: Finance

F. Approve Amendment No 1 to the MOA between the SGVCOG and Duarte and Irwindale

Recommendation: Authorize the City Manager to enter into an Amendment No. 1 to the Memorandum of Agreement Between the San Gabriel Valley Council of Governments and the City of Duarte and the City of Irwindale to reallocate the Homeless Prevention, Diversion, Rapid Rehousing Program (P&R Program) funds of \$41,500 – subject to approval as to form by the City Attorney.

Department: Administration

- G. 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)

Recommendation: Adopt **Joint Resolution No. 2021-94-3306, SA No. 2021-95-3307, and 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."

Department: Administration

2. NEW BUSINESS

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

- A. Structure of Housing Authority Board (Joint Item on Housing Authority agenda)

Recommendation: Discuss structure of Housing Authority Board and provide direction to staff.

Department: City Attorney / Authority Counsel

- B. Update on Vincent Avenue Traffic Signal (Requested by Mayor Ortiz on 10/13/21 - Verbal Update)

Department: Administration

- C. Fee Waiver to Promote Construction of Accessory Dwelling Units

Recommendation: Consider this matter and provide direction to staff.

Department: Administration

- D. Discuss the City's Response to United Rock Products Olive Pit Reclamation Plan Amendment

Recommendation: Discuss and provide direction regarding the requests made in the United Rock Products (URP) Olive Pit Reclamation Plan Amendment letter.

Department: Administration

- E. Direction to Create a Committee and Discuss a Development on site 5175 Vincent Avenue

Recommendation: Discuss and provide direction to staff regarding 5175 Vincent Avenue's site development with Five Points, LLC.

Department: Administration

3. PUBLIC HEARINGS

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

- A. 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]

That the City Council consider the Planning Commission's Resolution No. 807(21) recommending the City Council approve Site Plan and Design Review (DA) No. 04-2021 for the construction of a filtration building and Conditional Use Permit No. 05-2021 to allow storage and use of cleaning chemicals for an existing brewery for property located at 15801 First Street; and adopt "A RESOLUTION 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 (APN: 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".

Department: Community Development

4. CITY ATTORNEY'S REPORT
5. CITY MANAGER'S REPORT
6. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS
7. 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 August 11, 2021

Department: Administration / City Clerk

B. Warrants

Recommendation: Approve.

Department: Finance

C. Investment Quarterly Report (Joint Item on City Council and Housing Authority)

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 Legislative Bodies of the City of Irwindale for the Month of November 2021 (Joint Item Between the City Council, Successor Agency, and Housing Authority)

Recommendation: Adopt **Joint Resolution No. 2021-94-3306, SA No. 2021-95-3307, and 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."

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 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 August 11, 2021

Department: Administration / City Clerk

B. Investment Quarterly Report (Joint Item on Successor Agency and Housing Authority)

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

Department: Finance

- C. 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)

Recommendation: Adopt **Joint Resolution No. 2021-94-3306, SA No. 2021-95-3307, and 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."

Department: Administration

2. NEW BUSINESS

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

- A. Structure of Housing Authority Board (Joint Item on City Council agenda)

Recommendation: Discuss structure of Housing Authority Board and provide direction to staff.

Department: City Attorney / Authority Counsel

- B. Equity Sharing Policy - Application to Amend Affordable Housing Regulatory Agreements

Recommendation: 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, or provide other direction to Staff.

Department: Community Development

- C. 1. 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

Recommendation:

1. Rescind Housing Authority Board 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 subordinate 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.
5. Authorize the Executive Director to execute the Subordination Agreement to effectuate the subordination, approved as to form by Authority Counsel.

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

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, and Housing Authority, to be held on October 27, 2021, be posted at the City Hall, Library, and Post Office on October 21, 2021.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

AUGUST 11, 2021
WEDNESDAY
5:30 P.M.

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

ROLL CALL:

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

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

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA

Dena Zepeda spoke in support of the claim she submitted against the City.

**RECESS TO
CLOSED SESSION**

At 5:38 p.m., the City Council met in Closed Session to discuss the following:

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

Case Name: Jane Doe C.M.A. vs. the City of Irwindale
Case Number: LASC Case No. 21STCV26652

ACTION: Update provided; no reportable action taken

B) Liability Claims
Pursuant to Government Code Section 54956.95

Claimant: Dena Zepeda
Agency claimed against: City of Irwindale

ACTION: Mayor Ortiz and Councilmember Breceda recused themselves and did not participate in the discussion due to conflict of interest. No action was taken.

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

Property: Olive Pit (APN 8415-001-906, 908)
Agency Negotiator: William Tam, City Manager
Negotiating Parties: United Rock Products Corp.
Under Negotiation: Sublease Price and Terms

ACTION: Not discussed; will be placed on the next agenda

ADJOURNMENT

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

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

AUGUST 11, 2021
WEDNESDAY
6:33 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; 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

None.

COUNCILMEMBER TRAVEL REPORTS

None.

COUNCILMEMBER COMMENTS

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola requested that staff look into a matter concerning Las Casitas resident Maggie Guzman and requested that she be relocated while repairs to her unit are conducted, and requested that an arborist inspect ficus trees that are damaging sidewalks.

COUNCILMEMBER BRECEDA

Councilmember Breceda advised that he has already reached out to City Manager Tam regarding Mrs. Guzman's situation and that staff is already addressing the matter.

CITY MANAGER TAM

City Manager Tam provided brief background information on the damage and repairs to Mrs. Guzman's apartment. He advised that staff will continue to monitor the matter.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz thanked Mayor Pro Tem Burrola for his concern and stated that staff is handling the matter.

MAYOR ORTIZ

Mayor Ortiz thanked City Manager Tam and Public Services Director Rodriguez for their efforts to arrange for the cleanup at the Irwindale Business Center with the site's management company, and expressed his hope that the sidewalk at this site and along the wash's pathway between Nora and Irwindale Avenue will be repaired. He also commended the Recreation team for its summer programming.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

PUBLIC SERVICES
MAINTENANCE AIDES

PUBLIC SERVICES MAINTENANCE AIDES FRANK ZEPEDA,
SAMUEL MARTINEZ, JUAN ESPINO, AND GARY STROBEHN

The introductions were made.

SENIOR RECREATION
LEADERS

SENIOR RECREATION LEADERS ADAM QUINONES, SAMANTHA
ROSALES, AND DELICIA PONCE

The introductions were made.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

JOINT PRESENTATION
BY VALLEY COUNTY
WATER DISTRICT
AND UPPER SAN
GABRIEL VALLEY
WATER DISTRICT

JOINT PRESENTATION BY VALLEY COUNTY WATER DISTRICT
AND UPPER SAN GABRIEL VALLEY WATER DISTRICT ON
CURRENT DROUGHT CONDITIONS, WATER SUPPLY, AND
CONSERVATION EFFORTS

The presentation was made.

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA

Dena Zepeda thanked the Police Officers for patrolling the streets, congratulated the new full-time employees, questioned the City Manager's and City Attorney's qualifications, asked whether residents would be informed about job openings in the city, complained about the city's hiring processes, alleged that millions of dollars are missing from housing funds, requested "stimulus checks" for residents, and stated her opinion that city staff is working against residents.

CARMEN ROMAN

Carmen Roman congratulated Public Services staff, alleged that the Council does not care for seniors, spoke in support of Dena Zepeda's claim, requested for Maggie Guzman to be temporarily relocated from her apartment, asked about jobs available, and asked about Conflict of Interest rules.

FRED BARBOSA

Fred Barbosa spoke on the difficulties he experienced in commenting during a recent Planning Commission meeting, and requested more than three minutes to discuss his concerns regarding the project on Vincent.

PRISCILLA ZEPEDA Priscilla Zepeda thanked the Council and Parks and Recreation Commission for the Music in the Park concert when former Commission Chair Dan Diaz was presented with a gift. She also advised that a "drive-by" parade honoring Mr. Diaz will take place on Sept. 2, noted that July was "Parks Make Life Better" Month, and thanked the Recreation and Aquatics teams for their amazing work.

CONSENT CALENDAR

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

ITEM NO. 1A **MINUTES**

MINUTES

The following minutes were approved:

- 1) Regular meeting held June 23, 2021

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

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A **APPROVAL TO** **ESTABLISH A CA** **EMPLOYERS'** **PENSION PREFUNDING** **TRUST (CEPPT)**

APPROVAL TO ESTABLISH A CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST (CEPPT)

DIRECTOR CARREON Director Carreon presented the staff report.

MAYOR PRO TEM **BURROLA**

Replying to questions by Mayor Pro Tem Burrola, Director Carreon advised that this matter will be a part of the budget process where staff will propose a recommended contribution amount depending on the state of the budget. She noted that, although a yearly contribution would not be required, it is in the city's best interest to contribute annually in order for the trust's interest amounts to grow, which would help pay for future unfunded actuarial liabilities and pension expenditures.

MAYOR ORTIZ

In response to a question by Mayor Ortiz, Director Carreon indicated that the city currently has a lot of development activities and staff hopes to utilize some of this funding to contribute toward this fund.

SUZANNE GOMEZ Suzanne Gomez asked a clarifying question regarding expenditures from this fund, to which Director Carreon indicated that any contributions to the trust would need to be budgeted as part of the budget process. Staff recommends utilizing one-time monies from development projects, for example, to fund it. She repeated that yearly contributions, though not necessary, would be beneficial in order for the trust's interest to grow.

Suzanne Gomez noted that this trust may be a good opportunity to save funds for rainy days.

MOTION A motion was made by Councilmember Ambriz, seconded by Councilmember Breceda, to adopt **Resolution No. 2021-67-3279**, entitled:

RESOLUTION NO. 2021-67-3279 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE AGREEMENT AND ELECTION TO PREFUND EMPLOYER CONTRIBUTIONS TO A DEFINED BENEFIT PENSION PLAN THROUGH THE CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST FUND (CEPPT)" and:

RESOLUTION NO. 2021-68-3280 **Resolution No. 2021-68-3280**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE DELEGATION OF AUTHORITY TO REQUEST DISBURSEMENTS FROM THE CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST FUND (CEPPT)".

MAYOR PRO TEM BURROLA Mayor Pro Tem Burrola asked whether city employees have any retirement supplements, to which Director Carreon advised that Police Department staff only participate in CalPERS, and staff hired before 2011 has CalPERS and CalPARS.

Mayor Pro Tem Burrola expressed concern that the city would not be able to use this fund for General Fund expenditures, to which Director Carreon indicated that the funds can be withdrawn at any time and without limit. The only stipulation is that the withdrawals would need to be used to pay for regular PERS expenses, but doing so would free up the General Fund budget to use on whatever else may be necessary. She indicated that this trust is essentially a savings account that will earn a higher interest than what the city is currently able to earn due to restrictions on the regular reserves. She added that there are no penalties on withdrawals.

ROLL CALL The above-mentioned motion was unanimously approved at roll call.

ITEM NO. 2B NORTH SAN GABRIEL RIVER WORKING NORTH SAN GABRIEL RIVER WORKING GROUP UPDATE

GROUP UPDATE

ASSISTANT CITY MANAGER OLIVARES Assistant City Manager Olivares presented the staff report.

MAYOR ORTIZ Mayor Ortiz noted that the riverbed cleanup started on August 3, where individuals were moved from the area to another location between the 210 Freeway and Foothill Avenue. He noted that staff has not located a site within the city to set up a temporary shelter, and there are no hotels in the city that could be used to provide individuals with vouchers for temporary stays. He stated that efforts in identifying a site must continue.

COUNCILMEMBER AMBRIZ Replying to a question by Councilmember Ambriz, Assistant City Manager Olivares advised that the city does not own any sites for the purpose of setting up a temporary homeless shelter.

COUNCILMEMBER BRECEDA Councilmember Breceda expressed concern that neighboring cities are moving the homeless out of their cities and into Irwindale areas, and noted the problems, such as fires, that have come up from their stay at areas near Santa Fe Dam. He stated that the goal of the County may conflict with the goal of the City, and noted that many homeless individuals appear to prefer being homeless over being housed.

MAYOR PRO TEM BURROLA Mayor Pro Tem Burrola suggested continue researching the matter, and requested to table this subject while the City Manager and staff work on it.

COUNCILMEMBER AMBRIZ Councilmember Ambriz stated that the homeless outreach programs that the city participates in should be publicly identified.

COUNCILMEMBER GARCIA Councilmember Garcia asked whether any federal assistance is available, and whether hotel vouchers for hotels in neighboring cities can be made available. He also asked if there were grants available to help pay for medical and/or psychiatric care.

MAYOR ORTIZ Mayor Ortiz concurred with Councilmember Garcia and suggested that efforts to identify a temporary homeless shelter location continue.

COUNCILMEMBER GARCIA Councilmember Garcia expressed his expectation that, should Irwindale pay a certain amount for hotel vouchers, that other cities be expected to pay the same amount.

MAYOR ORTIZ Responding to a question by Mayor Ortiz, Assistant City Manager Olivares indicated that the City of Irwindale participates in the San Gabriel Valley Regional Housing Trust Fund, which provides for a hotel voucher program of which the City of Irwindale can draw a limited amount. She also briefly mentioned some of the other programs offered as part of the Trust.

ITEM NO. 2C
EXTENSION OF
AQUATICS
PROGRAMMING

EXTENSION OF AQUATICS PROGRAMMING

DIRECTOR RODRIGUEZ Director Rodriguez presented the staff report.

TERESA ORTIZ Teresa Ortiz spoke on the health benefits of swimming and supported the proposed extension.

FRED BARBOSA Fred Barbosa supported the extension and requested for the Council to determine a way to keep the pool open even on days when the Air Quality Management District suggests it be closed due to poor air quality.

RESOLUTION NO.
2021-69-3281
ADOPTED

Resolution No. 2021-69-3281, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE EXTENSION OF THE AQUATICS PROGRAMMING AND APPROPRIATING FUNDS,” was passed, approved, and adopted, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved.

RECESS At 8:14 p.m., the Council took a short recess.

RECONVENE At 8:19 p.m., the Council reconvened with all members present.

**CITY MANAGER'S
REPORT**

DIRECTOR RODRIGUEZ Director Rodriguez invited the Council to the Senior Center's Grand Reopening scheduled for August 14.

ASSISTANT CITY
MANAGER OLIVARES Assistant City Manager Olivares provided updates on Library activities and programs, as well as on the upcoming Irwindale Brew Yard cutting ceremony.

**AGENDA ITEMS
REQUESTED BY
COUNCILMEMBERS**

COUNCILMEMBER
AMBRIZ Councilmember Ambriz requested for staff to look into the waiver of fees for certain Senior Center programs and activities, and requested for staff to look into the feasibility of offering retirement medical benefits to all City Commissioners.

CITY MANAGER TAM City Manager Tam advised that Finance staff is working on an update for the City's fee schedule, and that the Senior Center fees mentioned by Councilmember Ambriz can be analyzed further. He also requested clarification from Councilmember Ambriz regarding his

request for retirement medical benefits for commissioners. He advised that the City has a resolution establishing a timeline requirement to provide benefits to City Councilmembers, which can be forwarded to the Council along with a report providing additional details.

MOTION

A motion was made by Councilmember Ambriz, seconded by Councilmember Breceda, to direct staff to prepare an agenda report with details on the benefits being offered to City Councilmembers and whether benefits could also be extended to City Commissioners. The motion was unanimously approved.

MAYOR ORTIZ

Mayor Ortiz asked to place an item on the next agenda to discuss the potential of the installation of a left turn signal at the intersection of Vincent and Arrow Highway.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:30 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: financetech
Printed: 10/21/2021 1:26 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
75163	ACCOUN	Robert Half	10/07/2021	1,338.00
75164	ALLIAN	Alliant Insurance Services, Inc.	10/07/2021	1,266.00
75165	AMERIC34	American Fidelity Assurance Co	10/07/2021	2,498.67
75166	CALLEJ01	Walter Callejas	10/07/2021	200.00
75167	COMPLE01	Complete Paperless Solutions, LLC	10/07/2021	5,390.00
75168	DOUK01	Anthony Douk	10/07/2021	75.00
75169	FLOR10	Estela Flores	10/07/2021	75.00
75170	FRONT01	Frontier Communications	10/07/2021	235.79
75171	GARCI12	Rocio Garcia	10/07/2021	75.00
75172	SOUTHE17	Golden State Water Company	10/07/2021	1,997.16
75173	GONZAL21	Angel Gonzalez	10/07/2021	75.00
75174	GONZAL28	Michael Gonzalez	10/07/2021	75.00
75175	HENSHA01	Ty Henshaw	10/07/2021	580.24
75176	HOMEDE	Home Depot Credit Services	10/07/2021	1,498.30
75177	MAREZL	Linda S. Marez	10/07/2021	75.00
75178	MOUI01	Lam Muoi	10/07/2021	75.00
75179	PLPER01	P.L. Perrin & Associates	10/07/2021	260.00
75180	SMART&	Smart & Final	10/07/2021	621.94
75181	SCE02	Southern California Edison	10/07/2021	20,958.95
75182	NARA01	Jithesh Vadakedath Narayanan	10/07/2021	75.00
75183	VALLEY01	Valley County Water District	10/07/2021	78.57
75184	VALLEY09	Valley View Mutual Water Co.	10/07/2021	72.53
75185	WESTCO05	West Coast Arborists, Inc.	10/07/2021	20,870.00
75186	CALIFO56	California State Disbursement Unit	10/07/2021	604.15
75187	CALIFO57	California State Disbursement Unit	10/07/2021	143.07
75188	FRANC06	Franchise Tax Board	10/07/2021	613.00
75189	LOSANG31	Los Angeles County Sheriff's Dept.	10/07/2021	32.20

Report Total (27 checks):

59,858.57

Accounts Payable

Checks by Date - Summary by Check Number

User: financetech
Printed: 10/21/2021 1:28 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
75191	Ayala01	Leonor Ayala	10/14/2021	336.00
75192	BALLI01	Shayna Balli	10/14/2021	167.16
75193	BELTRA	Eloise Beltran	10/14/2021	300.00
75194	CALIFO02	California American Water	10/14/2021	941.46
75195	CALIFO01	California Contract Cities	10/14/2021	65.00
75196	CHARTE01	Charter Communications	10/14/2021	275.50
75197	DeptJust	Dept of Justice	10/14/2021	482.00
75198	FLORE01	Karla Flores	10/14/2021	520.00
75199	FRONT01	Frontier Communications	10/14/2021	348.70
75200	LEDEZMA	Erica Ledezma	10/14/2021	960.00
75201	OPTUM01	OptumRx, Inc.	10/14/2021	20,901.84
75202	OPTUM01	OptumRx, Inc.	10/14/2021	35,246.84
75203	POLANC01	Hugo Polanco	10/14/2021	300.00
75204	RAMI11	Jose Ramirez	10/14/2021	300.00
75205	accoun	Robert Half	10/14/2021	1,397.25
75206	SCE02	Southern California Edison	10/14/2021	1,606.24
75207	SANGAB11	Southern California News Group	10/14/2021	2,000.00
75208	VALLEY01	Valley County Water District	10/14/2021	12,283.04
75209	verizonw	Verizon Wireless	10/14/2021	3,040.73
75210	VISION01	Vision Service Plan - (CA)	10/14/2021	1,120.64
75211	WAGONER	Pamela Wagoner	10/14/2021	400.00
75212	ADVANT	Advantage Ford	10/20/2021	505.25
75213	ALLCI01	All City Management Services, Inc	10/20/2021	742.77
75214	ALTE01	Alternative Hose Incorporated	10/20/2021	10.44
75215	ANG02	Angel Armor	10/20/2021	1,500.00
75216	ARAM01	Aramark Uniform & Career Apparel Group	10/20/2021	1,013.77
75217	AUTOGR01	Auto-Graphics, Inc.	10/20/2021	2,350.24
75218	BAKER01	Baker & Taylor Books	10/20/2021	294.71
75219	BATE01	Bateman Community Living, LLC	10/20/2021	1,518.00
75220	BILLST	Bill's Truck Repair, Inc.	10/20/2021	159.00
75221	ENR01	BNP Media II, LLC	10/20/2021	48.00
75222	BRITEW	BriteWorks, Inc.	10/20/2021	13,539.95
75223	CALI22	CAPIO	10/20/2021	615.00
75224	CARQUEST	Carquest	10/20/2021	36.54
75225	CDW01	CDW Government	10/20/2021	59.48
75226	CINTAS	Cintas Corporation #693	10/20/2021	256.28
75227	COUNTY04	County of Los Angeles	10/20/2021	9,377.79
75228	CWA01	CWA AIA, Inc	10/20/2021	4,803.50
75229	DAVIDE	David Evans & Associates Inc	10/20/2021	3,536.40
75230	BALLOO	Carol Diess	10/20/2021	15.00
75231	ELITEE	Elite Elevator, Inc.	10/20/2021	350.00
75232	ENVIRO04	Environment Planning Development Soluti	10/20/2021	9,295.55
75233	ENVI01	Envisionware, Inc.	10/20/2021	834.25
75234	FEDEX	FedEx	10/20/2021	37.81
75235	FILLG01	Fill Good Landscaping	10/20/2021	375.00
75236	FOOTH01	Foothill Communications, Inc.	10/20/2021	350.00
75237	GEOLOG	Geologic Associates	10/20/2021	24,928.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
75238	HIGHPE	HPC Computers, Inc.	10/20/2021	381.57
75239	INTEGR02	Integrity Surveillance Group	10/20/2021	998.00
75240	INTERS02	Interstate Batteries	10/20/2021	157.14
75241	IRWIND23	Irwindale Business Center	10/20/2021	414.38
75242	IRWIND21	Irwindale Hand Wash & Auto Detail	10/20/2021	711.70
75243	IRWIND03	Irwindale Tire Shop	10/20/2021	40.00
75244	ITERIS	Iteris, Inc.	10/20/2021	650.00
75245	JUSTIRE	Just Tires	10/20/2021	369.35
75246	KINGBO	King Bolt Co.	10/20/2021	18.51
75247	LAWEO1	Law Enforcement Medical Services, Inc.	10/20/2021	75.00
75248	LEWISE	Lewis Engraving, Inc.	10/20/2021	11.03
75249	LEXISN	LexisNexis Risk Solutions	10/20/2021	151.50
75250	LG2WB01	LG2WB Engineers, Inc	10/20/2021	3,153.00
75251	MAINTE01	Maintex	10/20/2021	1,706.73
75252	MARIPO	Mariposa Landscapes, Inc.	10/20/2021	8,796.00
75253	MAVE01	Maverick Networks, Inc	10/20/2021	632.60
75254	MOUNT01	MNRO Holdings, LLC	10/20/2021	310.25
75255	MOTOR01	Motorola Solutions, Inc.	10/20/2021	22,211.96
75256	OFFICE03	Office Depot	10/20/2021	2,709.25
75257	PHASEII	PARS	10/20/2021	1,750.00
75258	PLACE01	PlaceWorks, Inc.	10/20/2021	7,878.75
75259	POPULA01	Popular Subscription Service	10/20/2021	2,870.13
75260	PROPRINT	Pro Printing, Inc.	10/20/2021	176.40
75261	PACIFI13	Rene David LTD	10/20/2021	203.69
75262	RICOH01	Ricoh USA, Inc	10/20/2021	1,690.08
75263	RIGHT01	Right of Way, Inc.	10/20/2021	1,273.33
75264	RIOHON01	Rio Hondo College	10/20/2021	300.00
75265	ROADLI	Roadline Products Inc. USA	10/20/2021	1,543.50
75266	SHI01	SHI International Corp.	10/20/2021	4,624.07
75267	SIERRA01	Sierra Chevrolet	10/20/2021	232.03
75268	SOUTH06	South Coast AQMD	10/20/2021	582.74
75269	NORTHR	The Northridge Group, Inc.	10/20/2021	17,445.24
75270	TRIANG01	Triangle Truck Parts	10/20/2021	62.15
75271	VALDI01	Jose Valdivia	10/20/2021	450.00
75272	WESTCO05	West Coast Arborists, Inc.	10/20/2021	3,664.00
75273	WIN02	Win Structural Consulting Group	10/20/2021	6,925.00
Report Total (83 checks):				254,714.71

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

City of
IRWINDALE
AGENDA REPORT

Date: October 27, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: ACCEPTING AND APPROVING THE APPROPRIATION OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY FOUNDATION

City Manager's Recommendation:

It is recommended that the City Council adopt Resolution No. 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".

Administrative Action:

Prepared/Submitted by:

Eva Carreon, Finance Director / City Treasurer

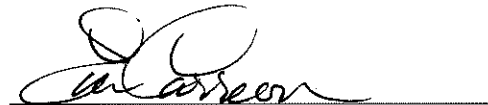


Reviewed by:

Adrian Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William K. Tam, City Manager



Background and Analysis:

1. On July 15, 2021, the Irwindale Community Foundation (ICF) received a donation of \$250,000 from Huy Fong Foods, Inc. This is consistent with donations the ICF has received in prior fiscal years. In line with the ICF's mission, the ICF Board allocates donated funds for programs, services and equipment that benefit the

Irwindale community, and the ICF Board typically considers City programs and services in the areas of Recreation, Aquatics, Senior Center, and Library.

2. On October 6, 2021, the Irwindale Parks & Recreation Commission (Commission) reviewed recommendations from City Staff for the proposed use of ICF donated funding. The Commission approved the recommended requests from City Staff, which include various programs, services and equipment for the Recreation and Aquatics Divisions, and these requests were presented to the ICF Board for their consideration.
3. On October 19, 2021, the ICF Board met and reviewed the proposed budget for FY 2021-2022. The ICF Budget included the requests for Recreation and Aquatics as approved by the Commission, as well as requests for the use of donated funding for the certain Senior Center and Library programs, services and equipment. All requests are itemized in Attachment "A" of Resolution No. 2021-96-3308.
4. After review and discussion of all requests, the ICF Board approved its FY 2021-2022 Budget, which includes a total of \$88,250 in transfers to the City as follows:

Recreation	27,400
Aquatics	45,550
Senior Center	6,600
Library	8,700
Total Transfers to City	88,250
ICF Operating Costs	11,000
Total ICF FY 2021-22 Budget	99,250

5. It would be appropriate at this time for the City to accept the donation from the ICF, and approve the appropriation for expenditure of these funds as listed in Attachment "A" of Resolution 2021-96-3308.

Fiscal Impact:

Approving Resolution No. 2021-96-3308 will authorize the City to record the acceptance of the ICF donated funds of \$88,250, as well as approve the appropriation of these funds into the proper expenditure budgets for Recreation, Aquatics, Senior Center and Library. The appropriations will allow these departments to fund the recommended programs, services and equipment listed in Attachment "A" for benefit to the Irwindale community.

Attachment:

Resolution No. 2021-96-3308, with Attachment "A"

RESOLUTION NO. 2021-96-3308

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE ACCEPTING AND APPROVING THE APPROPRIATION
OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY
FOUNDATION**

WHEREAS, the Irwindale Community Foundation is a 501(c)(3) non-profit organization in the City of Irwindale, which serves an important public purpose by raising funds to benefit the Irwindale community; and

WHEREAS, the Irwindale Community Foundation has received a generous donation in the amount of \$250,000 for FY 2021-2022; and

WHEREAS, during their board meeting on October 19, 2021, the Irwindale Community Foundation Board approved their FY 2021-2022 Budget, which includes a donation of \$88,250 to the City of Irwindale; and

WHEREAS, the City Council hereby accepts the donation of \$88,250, and shall appropriated the donated funds to Recreation (\$27,400), Aquatics (\$45,550), Senior Center (\$6,600), and Library (\$8,700), as itemized in Attachment "A"; and

WHEREAS, the intended use of the funding for Recreation and Aquatics has been reviewed and approved by the Parks and Recreation Commission.

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

- Section 1.** That the City Council finds the above recitals to be true and correct.
- Section 2.** That the City Council hereby formally accepts the donation of \$88,250 from the Irwindale Community Foundation, and the same shall be recorded in the City's donated revenue budget.
- Section 3.** That the City Council authorizes City Staff to appropriate the donated funds as approved by the Irwindale Community Foundation, and as itemized on Attachment "A".
- Section 4.** That the Chief Deputy City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 27th day of October 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. 2021-96-3308 was duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the 27th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT "A"

DEPARTMENT: RECREATION					
NAME	CATEGORY	DESCRIPTION	FREQUENCY	# OF PARTICIPANTS	DONATION REQUEST
Christmas Spectacular	Event	Snow zone and large photo backdrops	Annual	350+	\$ 13,000
Teeny Tots Program – Climb and play	Program	Climb and Play Indoor soft form play equipment (Ages 0-3)	Weekly	10	\$ 3,500
Healthy Irwindale	Program	Prizes for fitness challenges			\$ 7,000
Movie Nights	Event	6 additional movie nights throughout the year	Annual	500	\$ 3,900
Recreation Total					\$ 27,400

Christmas Spectacular

This event includes free candy filled stockings and a Santa photo opportunity, train ride, jumpers and the Mayors Tree Lighting Ceremony. In 2019 the Irwindale Community Foundation made it possible for us to provide a snow zone for our participants and are requesting a donation for this year's snow zone. Additionally there are several large photo backdrops throughout the plaza that need to be replaced due to deterioration and age (10 years old). The backdrops provide holiday decor for the train ride as well as incredible photo opportunities for the attendees. This event brings in approximately 350+ people annually.

Snow Zone \$ 5,000+/-

Photo backdrop (includes plywood for backing), Decorations, various activities approximately \$8,000

Teeny Tots Program – Climb and Play

This parent and me class provides opportunities for children 0-3 years of age to socialize, play and explore. Staff would like to purchase age appropriate toys and indoor soft form Climb and Play equipment for the Teeny Tot students to use. The class is offered year round and new classes and programs are planned for this age group. Class is limited to 10 students and their parent/chaperone.

Climb and Play Equipment \$3,000

Toys and Supplies \$500

Healthy Irwindale

Health Irwindale was created in 2021 as a community program promoting a healthy lifestyle for all ages. With three components of focus: Eat Well, Live Well and Be Well, our goal is to create awareness of the physical and mental well-being of the Irwindale community and more importantly the individuals who make our City great. Healthy Irwindale will focus on educating our community on the importance of a healthy lifestyle in mind, body and soul, being active, eating well and in turn, living well. These funds will be used to purchase incentives for milestones achieved (based on fitness accomplishments), Healthy Irwindale window clings for local restaurants with Healthy food options, prizes for fitness challenges and more.

Movie Nights

This funding is to offer additional movie nights throughout the year, in addition to the Movies in the Park summer series. This may include holiday themed movies, black and white classics and more. There is also the desire to offer fun family activities themed around the movies during the summer series and the extension. The cost per movie is approximately \$450 and an additional \$100 needed for the activities scheduled. The funding request is for 6 additional movie nights and 12 nights of activities (6 summer and 6 extension). Attendance is estimated at 500 people throughout the summer.

Cost for 6 movies \$ 2,700

Cost for family friendly activities (12 events) \$1,200

DEPARTMENT: AQUATICS					
NAME	CATEGORY	DESCRIPTION	FREQUENCY	# OF PARTICIPANTS	DONATION REQUEST
Paddle Boards Aqua Stand Up for Beginners & Mindful Waters (2 separate classes)	Class	Purchase 8 Yoga Paddle Boards, Anchors & Obtain Certification	4 weeks	8	~~\$ 10,000~~ <i>Not Approved</i>
Walking Class	Class	Purchase water weights for arms and legs, water dumbbells, and an equipment rack for these items	4 weeks	8-16	\$ 1,770
Aqua Fitness Noodles	Class	Purchase 70 pool noodles & 2 pool noodle holder	4 weeks	42	\$ 1,080
Swimming Lessons, Swim Team, Lap Swim	Class	Purchase Kickboards & Kickboard Stand	6 weeks	40	\$ 990
Swim Team	Program	Purchase Uniforms - Swimwear, Swim Caps, Goggles,	8 weeks	13	\$ 960
Aqua Volleyball Clinic	Class	Purchase Equipment, including net and balls	4 weeks	12	\$ 750
Diving Boards	Other	Purchase three (3) new diving boards	Annually	500+	\$ 40,000
Aquatics Total					~~\$ 55,550~~
Aquatics Total - REVISED					<u>\$ 45,550</u>

Class/Program/Other Descriptions:

Aqua Stand Up for Beginners Class

Aqua Stand Up is an exciting and innovative take on fitness with the use of paddle boards that are anchored to the deck of the pool. Aqua Stand Up is a beneficial class for the whole family. Aqua Stand Up can accommodate ages 8-80+ and is tailored to meet all fitness levels, incorporating High-Intensity Interval Training (HIIT), YOGA, and Pilates training to enhance your strength, endurance and balance. This class also does a great job with improving a patron's mental and physical wellness.

Mindful Waters Class

The idea of the Mindful Waters class is a No swim, No splashing, No talking, hour to enhance your inner peace and wellness. Patrons will use the anchored paddle boards to practice meditation and

mindfulness in order to either get their day started or wrap their day up. During this class, patrons will be listening to the calming sounds of the Calm Mobile app that will play over the pools audio system.

Lap Walk Class

The city's lap walk class will be extended to include arm and leg weights and water dumb bells. These class materials would be a great addition to the lap walk class by adding resistance training suitable for all fitness levels.

Aqua Volleyball Clinic

This will consist of 6-players per team for a total of 12-players. Aqua Volleyball will be a clinic that will teach patrons how to play water volleyball. The rectangular court allows for only four players on each side and the other two players (on each team) will rotate into the game.

The above classes will be introduced in Spring, Late Summer, and Fall of 2022.

DEPARTMENT: SENIOR CENTER					
NAME	CATEGORY	DESCRIPTION	FREQUENCY	# OF PARTICIPANTS	DONATION REQUEST
Healthy Irwindale	Program	Items to be purchased for 75 participants - T-shirts, Walk your dog treats, water bottles with decals, healthy snacks, and 1 Fit Bit for fitness challenge	Weekly for 6 weeks	75	\$ 1,600
Reading Room Furniture	Other	Sofa, Loveseat, Table, Chairs, Room Decor	Daily use of room		\$ 5,000
Senior Center Total					\$ <u>6,600</u>

Program/Other Description:

Healthy Irwindale

The Irwindale Senior Center, Library and Recreation are working together to promote and encourage residents to adopt a healthy lifestyle through Health Irwindale. The Irwindale Senior Center will offer a 6-week fitness challenge including incentives and a grand prize raffle drawing.

Reading Room

The Senior Center reading room was painted as part of the senior center improvements, creating a quiet place for seniors to partake in reading and other leisure activities. The furniture in this room needs to be replaced due to the wear and tear of the existing furniture.

DEPARTMENT: LIBRARY					
NAME	CATEGORY	DESCRIPTION	FREQUENCY	# OF PARTICIPANTS	DONATION REQUEST
Tutoring/Homework Help Chromebooks	Program	Purchase 12 Chromebooks for Tutoring/Homework Help	Tues. – Thurs (Sept. – May)	30	\$ 8,700
Library Total					\$ 8,700

Program Description:

Homework Help

Homework help is offered after school to students in grades K - 12. The existing laptops are approximately 10 years old and have reached end of life with limited utility. Chromebooks are recommended for student learning as they work seamlessly with most school districts educational software. Additionally, these recommended Chromebooks will allow for standardized device management making units easier to maintain and align with Library use policies.

IRVINDALE COMMUNITY FOUNDATION					
NAME	CATEGORY	DESCRIPTION	FREQUENCY	# OF PARTICIPANTS	BUDGET REQUEST
Administrative Costs	Other	Bank fees, audit services, legal services, and tax fillings	Annual	N/A	\$ 7,000
Azusa Pacific University Donation	Other	Community needs assessment supplies and donation to APU	One-Time	N/A	\$ 2,500
Supplies/Uniforms	Other	Polo shirts, name badges, letterhead, envelopes	Annual	N/A	\$ 1,500
Total Admin & Operating Costs					\$ 11,000

FY 2021-22 TOTAL ICF BUDGET				\$ 109,250
FY 2021-22 TOTAL ICF BUDGET - REVISED				\$ 99,250

6

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1D
SA Item 1C
HA Item 1B

Date: October 27, 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: Investment Quarterly Report for September 30, 2021

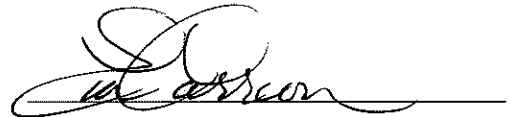
City Manager/Executive Director's Recommendation:

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

Administrative Action:

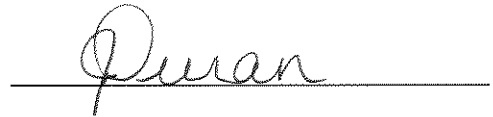
Submitted by:

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



Prepared by:

Jeanette Duran, Finance Manager

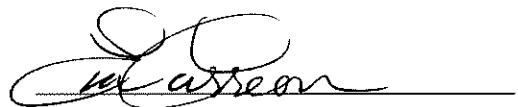


Reviewed by:

Adrian R. Guerra, City Attorney/Authority Counsel

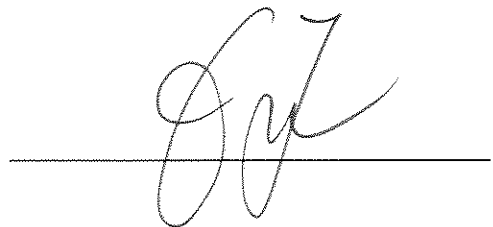
Electronically Approved

Eva Carreon, Finance Director/City Treasurer



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 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.

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

The City's Investment Policy applies to all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority. As noted, these funds are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until December 8, 2021. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

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

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

City of
IRWINDALE
AGENDA REPORT

Date: October 27, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Approve Amendment No 1 to the MOA Between the SGVCOG and Duarte and Irwindale

City Manager's Recommendation:

That the City Council authorize the City Manager to enter into an Amendment No. 1 to the Memorandum of Agreement Between the San Gabriel Valley Council of Governments and the City of Duarte and the City of Irwindale to reallocate the Homeless Prevention, Diversion, Rapid Rehousing Program (P&R Program) funds of \$41,500 , subject to approval as to form by the City Attorney.

Administrative Action:

Prepared /Submitted by:

Theresa Olivares, Assistant City Manager
(626) 430-2294

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William K. Tam, City Manager



Background:

1. On September 9, 2020, the City Council approved the Memorandum of Agreement ("MOA") with the San Gabriel Valley Council of Governments ("SGVCOG") and the City of Duarte for \$245,000 for homeless services grants. The City of Irwindale ("City") was allocated \$109,289, of which \$93,500 was allocated to the SGVCOG for services in the City, and the City of Duarte was awarded the remaining \$135,711.
2. Per the MOA, the \$109,289 awarded to the City of Irwindale was disbursed as follows:
 - a. Homeless Plan Implementation (\$67,789)
 - i. \$10,000 Paid to City of Irwindale for law enforcement outreach
 - ii. \$5,000 Paid to City of Irwindale for Encampment clean-up
 - iii. \$789 Paid to City of Irwindale for Administration
 - iv. \$52,000 Retained by SGVCOG for Irwindale's portion of shared Housing Navigation services and housing vouchers (shared with 6 cities).
 - b. Homeless Prevention, Diversion, Rapid Rehousing Programs (\$41,500)
 - i. \$41,500 Retained by SGVCOG for use by Housing Navigator for housing relocation and stabilization; short-term or medium-term rental assistance; rental application fees; security deposits; utility deposits & payments; moving costs; housing search and placement; housing stability case management; mediation; tenant legal services; and credit repair.
3. The City of Duarte desires to amend the MOA, to engage the services of City Net to conduct a homeless census count, returning \$11,500 in Homeless Prevention Diversion, Rapid Rehousing Program (P&R Program) funds to the SGVCOG for reallocation, and allocating \$17,000 in Implementation funds to the P&R Program.
4. Irwindale desires to amend the MOA to reallocate the Homeless Prevention, Diversion, Rapid Rehousing Program (P&R Program) funds of \$41,500 including \$15,000 in County Measure H Funds and \$ 26,500 in State Funds (the State Funds were received by the COG as part of the \$5,625,000 2019 Budget Trailer Bill to administer homeless programs in the SGV). The Measure H Funds will expire on November 30, 2021 and the State Funds need to be used by May 31, 2022.

Staff is recommending that \$38,000.96 of \$41,500 be reallocated as follows (1) \$15,000 of the County Measure H Funds to the SGVCOG P&R Program, and (2) \$23,000.96 for Irwindale to engage a 3rd party consultant to conduct a homeless census count. Staff does not foresee an opportunity to expend the \$15,000 County Measure H Funds by November 30, 2021 and several SGVCOG cities have expressed a need for additional funds for P&R Programing. Approving this reallocation will assist the cities. Several surrounding agencies have engaged the

services of City Net to conduct a homeless census count. Irwindale desires to engage the services of City Net to conduct a homeless census count.

5. It is recommended that the City Council authorize the City Manager to enter into an Amendment No. 1 to the Memorandum of Agreement Between the San Gabriel Valley Council of Governments and the City of Duarte and the City of Irwindale, to reallocate the City's Homeless Prevention, Diversion, Rapid Rehousing Program (P&R Program) funds of \$41,500, subject to approval as to form by the City Attorney.

Fiscal Impact

There is no fiscal impact for approving this Amendment No. 1. The original \$41,500 allocated, of which \$38,000.96 is being recommended to be redirected for the census consultant, are funds that were already retained by the SGVCOG. As listed in Note #2, the only funds listed to be paid directly to the City total \$15,789. On April 28, 2021, the City Council approved the appropriation of this funding into its State Grant Fund 35, and this amendment does not affect these funds.

Attachments:

1. Draft Amendment No. 1 to the MOA

MEMORANDUM OF AGREEMENT

CITY HOMELESS PROGRAM MEMORANDUM OF AGREEMENT AMONG THE CITY OF DUARTE, THE CITY OF IRWINDALE, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)

This Memorandum of Agreement (MOA) is by and among the City of Duarte (Duarte), the City of Irwindale (Irwindale) and the San Gabriel Valley Council of Governments (SGVCOG) to be effective as of the date signed by all Parties. Duarte and Irwindale may be referred to herein collectively as "Cities or individually as a "City." Cities and SGVCOG may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

- A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies;
- B. The SGVCOG entered into a contract with the County of Los Angeles for the purposes of administering Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley;
- C. The SGVCOG received funding from the State of California via the 2019 Budget Trailer bill for the purposes of combating homelessness in the San Gabriel Valley;
- D. The SGVCOG allocated a portion of this funding towards the implementation of member cities' previously-developed homeless plans, the development of programs to prevent homelessness, and the implementation of pilot programs;
- E. The SGVCOG also allocated a portion of this funding to a landlord outreach and incentive program in which cities could opt to participate and executed a contract with Union Station Homeless Services and S. Groner Associates to implement the program;
- F. The SGVCOG procured shared housing navigation services and support in which cities could opt to participate and executed a contract with Union Station Homeless Services to implement the program;
- G. The Cities seek to develop homeless programs;
- H. The Cities' homeless programs will support strategies and solutions to prevent and decrease homelessness within the Cities, based on local concerns and priorities;
- I. The Cities and the SGVCOG have a shared desire to successfully develop homeless prevention and relief programs, as more specifically defined in the attached scope of work (Exhibit A), to combat homelessness in the San Gabriel Valley;
- J. Irwindale opted to participate in the SGVCOG's shared housing navigation services;
- K. The Cities opted to participate in the SGVCOG's landlord outreach, education, and incentive program;

L. The Cities seek to participate in the workforce development pilot program focused on transition-aged youth in coordination with the SGVCOG and the County of Los Angeles; and

M. The Cities and the SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree to the following:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through the date upon which all eligible expenditures have been reimbursed. The term of this MOA may be extended by mutual agreement of both Parties by way of an amendment to this MOA.

II. RESPONSIBILITIES OF EACH OF THE PARTIES:

A. SGVCOG

1. Undertake procurement, execute, and manage consultant and service provider contracts as necessary for regional homeless programs in furtherance of the scope of work.
2. Review and promptly pay properly submitted invoices for regional homeless programs and the Cities' eligible homeless program activities.
3. Manage and administer contracts and pay invoices for the following regional programs in which the Cities are participating:
 - a. Shared Housing Navigation Services; (Irwindale only)
 - b. Landlord Outreach and Incentive Program; (both Cities)
 - c. County Workforce Development Pilot Program. (both Cities)
4. Manage invoicing and reporting schedules and deadlines.
5. Review submitted deliverables and reports from the Cities and promptly notify the Cities as to any specific additional information or documentation that is required.
6. Coordinate participation in conference calls and/or meetings as necessary.
7. Review and approve procurement procedures for the Cities' use of funds.
8. Hold monthly Homeless Working Group meetings with the Cities' Project Managers to support information sharing.
9. Provide payment to the Cities within 30 days of approval of a City's invoice.
10. Reimburse the Cities up to \$151,500, for program expenditures more specifically described in Exhibit B.
11. Retain \$93,500, including \$28,000 for shared housing navigation services, \$24,000 for housing vouchers, and \$41,500 for prevention, diversion, and rapid rehousing vouchers, separate and apart from those funds reflected in Exhibit B, to come from the City's Homeless Plan allocations to administer the Shared Housing Navigation Services contract.
12. Provide monthly reports on services provided and clients assisted to the Cities to ensure the Cities are receiving services equal to the funding amounts retained by SGVCOG.

B. With Duarte acting as the lead agency, Cities shall:

1. Maintain membership in the SGVCOG during the entire term of this MOA.
2. Participate in monthly Homeless Working Group meeting.
3. Provide any updated point-of-contact described in Section III.B to serve as the Cities' Project Managers with name, title, and contact information.

4. Participate in scheduled conference calls and/or meetings throughout the term of this MOA.
5. Manage the homeless programs and activities to be implemented by the Cities, as such are described in Exhibit A.
6. Respond to SGVCOG and/or contractor requests related to the Cities' programs in a timely manner.
7. Provide feedback and respond to SGVCOG and/or contractor requests for the Cities' participation in regional programs, including the landlord outreach and incentive program, the workforce development pilot program, and for Irwindale, the shared housing navigation services program.
8. For the Cities' participation in the Landlord Outreach and Incentive Program:
 - a. Respond to requests, provide data and information as requested, review materials, and provide input to the SGVCOG and its selected vendor to support the implementation of the Regional Landlord Education, Outreach and Incentive Program in the Cities.
9. For Irwindale's participation in Shared Housing Navigator:
 - a. Allocate \$93,500 – including \$28,000 for shared housing navigation services, \$24,000 for housing vouchers, and \$41,500 for prevention, diversion, and rapid rehousing vouchers – which sums are separate and apart from the amounts reflected in Exhibit B hereto – to the SGVCOG's contract for Shared Housing Navigation Services to provide these services for Irwindale.
 - b. Provide direction and support as requested to the shared housing navigator selected through the SGVCOG's contract with its selected vendor.
 - c. Work directly with the shared housing navigator to support the services and re-housing efforts for clients within the City of Irwindale.
 - d. Provide feedback to the SGVCOG on the implementation of the shared housing navigation program.
 - e. Respond to requests, provide data and information as requested, review materials, and provide input to the SGVCOG and its selected vendor to support the implementation of the Shared Housing Navigation Program.
10. For the Cities' participation in the County Workforce Development Pilot Program:
 - a. Provide feedback to the SGVCOG on the implementation of the workforce development pilot program.
11. Submit procurement procedures for Cities' use of funds under this MOA for approval by the SGVCOG.
12. Procure and administer contracts funded by the SGVCOG in accordance with SGVCOG-approved procurement procedures. Submit contracts or purchase orders executed with third-party vendors to the SGVCOG for authorization prior to the performance of work thereunder for which the Cities will be requesting reimbursement.
13. Submit rates for the Cities' staff time for SGVCOG approval prior to the Cities' staff performing work for which the Cities will seek reimbursement.
14. Submit deliverables and reports to the SGVCOG in accordance with the schedule included in Exhibit B.
15. Submit invoices to the SGVCOG in accordance with the schedule included in Exhibit B.
16. As to each City individually, reimburse the SGVCOG for expenditures made by that City that are determined to be not in compliance with funding requirements.

III. PROJECT MANAGEMENT:

- A. For purposes of this MOA, the SGVCOG designates the following individual as its Project Manager:

Samantha Matthews
SGVCOG Management Analyst
1000 S. Fremont Ave, Unit 42
Bldg. A10-N, Suite 10210
Alhambra, CA 91803
626.457.1800
smatthews@sgvcog.org

- B. For purposes of this MOA, the City of Duarte designates the following individual as its Project Manager:

Victoria Rocha
Assistant to the City Manager
1600 Huntington Drive
Duarte, CA 91010
626.386.6869
vrocha@accessduarte.com

- C. For purposes of this MOA, the City of Irwindale designates the following individual as its Project Manager:

Theresa Olivares Assistant
City Manager 5050 N.
Irwindale Avenue
Irwindale, CA 91706
626.430.2294
tolivares@irwindaleca.gov

- D. Additional parties' contacts include the following individuals:

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
mcreter@sgvcog.org

- E. Any Party may change its Project Manager or contacts upon written notice to the other Parties.

IV. **TERMINATION:**

- A. This MOA may be terminated by either of the Cities or SGVCOG at any time without cause. Termination will occur 30 days after written notice is issued by a Party to the other Parties' Project Managers. The Cities shall stop work and not incur any additional expenses upon receipt of or issuance of such notice, except that which is reasonable and necessary to effectuate the termination or prevent the immediate waste or forfeiture of allocated funding. The Cities shall be entitled to reimbursement for eligible expenses that are reasonably and necessarily incurred up to the date that

such termination is effective.

- B. This MOA may be terminated for cause at any time for a material default by one of the Parties upon written notice to the applicable Project Managers. In the event of termination for cause, termination will be in effect three days after deposit of the written notice in the U.S. Mail, postage pre-paid, unless otherwise stated at a later time in the written notice.

V. INDEMNITY:

- A. Neither the SGVCOG or its respective officers, employees, consultants or volunteers (the "SGVCOG Indemnitees"), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the Cities or their respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA.
- B. Neither the Cities or their respective officers, employees, consultants or volunteers (the Cities Indemnitees), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the SGVCOG or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA
- C. The Cities shall indemnify, defend and hold the SGVCOG Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the Cities' obligations under this MOA, unless caused by the negligence or willful misconduct of SGVCOG.
- D. The SGVCOG shall indemnify, defend and hold the Cities Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVCOG's obligations under of this MOA, unless caused by the negligence or willful misconduct of the Cities.
- E. Each of the Cities shall indemnify, defend, and hold the other harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from such city's obligations under this MOA, excluding only such liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or caused by the negligence or willful misconduct of the other.

VI. OTHER TERMS AND CONDITIONS:

- A. In performing this MOA, neither the Cities nor SGVCOG is a contractor, agent or employer of the other, neither is either City a contractor, agent, or employer of the other city. Neither the Cities nor SGVCOG shall represent themselves as contractors, agents or employees of the other Parties and shall have no powers to bind the other Parties in contract or otherwise.
- B. This MOA, along with the applicable funding requirements of the SGVCOG's agreement with the County of Los Angeles, constitute the entire understanding between the Parties, with respect to the subject matter herein. The MOA shall not be amended except in writing signed by the Parties.
- C. No Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- D. No Party shall assign this MOA, or any part thereof, without the prior written consent and prior approval of the other Parties, nor any assignment without consent shall be void and unenforceable.
- E. This Agreement shall be governed by California law and any applicable federal law.
- F. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. The terms of this MOA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.

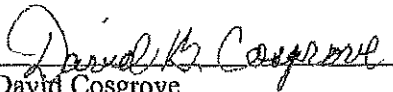
In witness whereof, the Parties enter into this MOA on the date of last execution by the Parties.

FOR THE CITY OF DUARTE

By: 
Daniel Jordan
City Manager

Date: 8/31/2020

APPROVED AS TO FORM:

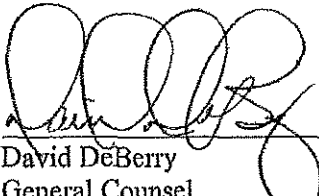

David Cosgrove
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

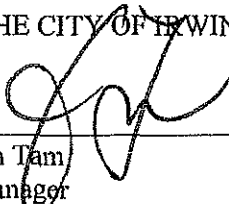
By: 
Marisa Creter
Executive Director

Date: 9/13/20

APPROVED AS TO FORM:


David DeBerry
General Counsel

FOR THE CITY OF IRVINDALE

By: 
William Tam
City Manager

Date: 11/12/2020

APPROVED AS TO FORM:

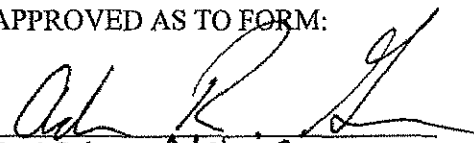

~~Fred Galante~~ Adrian Guerra
City Attorney

EXHIBIT A

Scope of Work

Program: Homeless Plan Implementation

The Cities' Homeless Plans will be implemented in accordance with the tasks and deliverables listed below.

Task 1

- Law enforcement outreach will include street-level relationship building by Duarte Public Safety Outreach Coordinator and Irwindale Police Department Homeless Outreach Coordinator to connect those experiencing homelessness to the cities' Union Station Housing Navigators and LAHSA, in addition to other direct services, such as motel vouchers.

Deliverables

- Quarterly report summarizing individuals served, services provided, and referrals made, in the format provided by the SGVCOG

Basis of Billing: Deliverables

Invoice Backup:

- Quarterly Reports
- Staff time/budget supporting documentation

Task 2

- Complete 36 homeless encampment clean-ups (6 per quarter). Expenses include the safe removal of contaminated items and proper disposal of biohazards, sharps, and soiled items while also decontaminating an area. The program will also collect and store unattended personal property of those experiencing homelessness.

Deliverables

- Event summary report, including before and after photographs, for 36 encampment clean-ups, in the format provided by the SGVCOG

Basis of Billing: Deliverables

Invoice Backup:

- Event Summary Reports

Task 3

- Procure and contract with a provider to implement housing rights assistance. Scope of work will include office hours twice a month for three-hour sessions. One monthly visit will be held in Duarte and the other in Irwindale. Office hours would entail housing counseling, rights education for both tenants and landlords, and referrals to other agencies for further assistance, including referral to City staff and Union Station Homeless Services for access

to prevention/diversion funds. Procurement package (including all items included on the SGVCOG-provided checklist) must be approved by the SGVCOG Contracts Manager prior to release or reimbursement will not be provided. Specific scope of work, deliverables, and schedule will be finalized in coordination with the SGVCOG during the contracting process with the selected consultant.

The SGVCOG will provide the City a procurement checklist, to be provided separately, which must be completed and approved prior to the City executing a contract with a consultant. The checklist will include, but is not limited to, documentation of the following:

1. Procurement procedures
2. Scope of work, including tasks, schedule and deliverables
3. Independent cost estimate
4. Request for Proposal (RFP)
5. Documentation of advertisement of RFP
6. Technical Evaluation Committee (TEC) membership and scoring sheet
7. Sample consultant contract

Deliverables

- Approved procurement checklist
- Approved contract scope of work and fee schedule
- Quarterly report summarizing individuals served and services provided, in the format provided by the SGVCOG

Basis of Billing: Deliverables

Invoice Backup:

- Quarterly Reports

Task 4

- Provide portable bathroom and handwashing facility for at-risk and vulnerable homeless persons. Allow Foothill Unity to continue to provide hygiene services to the homeless population even if facilities are closed due to COVID-19.

Deliverables

- Quarterly report summarizing individuals served, services provided, and referrals made, in the format provided by the SGVCOG

Basis of Billing: Expense Reimbursement

Invoice Backup: Invoices, receipts, etc. documenting how funding was used

Task 5

- Administer the program funding

Deliverables:

- Quarterly Reports

Basis of Billing: Fixed Fee (5% of submitted invoice)

Task 6

- Irwindale will participate in the Shared Housing Navigation Services program. The SGVCOG has executed a contract with Union Station Homeless Services (USHS) for the purposes of providing shared housing navigation services and housing vouchers for the City. The City will participate in the Program by interfacing with the assigned housing navigator, providing input and direction as needed, and providing support to the assigned housing navigator. The City will also receive an allocation of housing vouchers that will be used by the housing navigator to house homeless clients within the City.

Deliverables

- None

Basis of Billing: None

- The SGVCOG will retain \$52,000 of the Cities' Homeless Plan Implementation funding, as well as \$41,500 of Prevention, Diversion, and Rapid Rehousing funding, for a total of \$93,500 for the purposes of the Shared Housing Navigation Services contract and additional vouchers to be used by the Housing Navigator. The City will receive monthly reports on the services provided and clients assisted.

A quarterly report, in the format provided by the SGVCOG, must be submitted with each invoice documenting each task, as indicated in the tasks above, any challenges experienced, and upcoming work.

Invoices must include required back-up, including but not limited to deliverables completed, invoices, receipts, and other documents showing how the funds being requested for reimbursement were spent.

Projects must be completed by May 31, 2022.

Program: Prevention, Diversion, and Rapid Rehousing

Task 1: By September 1, 2020, Union Station Homeless Services and the Cities will implement a prevention, diversion, and rapid rehousing program in the Cities that incorporates problem-solving conversations with clients in order to develop an approach towards preventing clients from falling into homelessness or minimizing the amount of time from which clients are facing homelessness. The Program will be implemented in accordance with the Cities' submitted application, included as Exhibit C.

Eligible activities include but are not limited to the following:

- Housing relocation and stabilization;
- Short-term or medium-term rental assistance;
- Rental application fees;
- Security deposits;

- Utility deposits & payments;
- Moving costs;
- Housing search and placement;
- Housing stability case management;
- Mediation;
- Tenant legal services;
- Credit repair.

Other activities should be discussed with the SGVCOG prior to using funding.

Program implementers and administrators must have completed an approved problem-solving training (e.g. SGVCOG Problem-Solving; LAHSA Problem-Solving Training).

Deliverables:

- Prevention, Diversion, and Rapid Rehousing Report Forms for each client served and outcomes after intervention, in the format provided by the SGVCOG
- Final report at the end of the program documenting number of clients served and outcomes after intervention, in the format provided by the SGVCOG

Basis of Billing: Materials Reimbursement

Invoice Backup: Invoices, receipts, etc. documenting how funding was used

Budget/Schedule

Homeless Plan Implementation

Housing Case Implementation		SGVCOG Retain for Irwindale	Staff	Direct Costs	Provider Costs	Not to Exceed Cost	
Task	Description	Duarte Total	Irwindale Total	Duarte Total	Duarte Total	Total	Completion
Task 1	Law enforcement outreach	\$ 30,000.00	\$ 10,000.00			\$ 40,000.00	5/31/2022
Task 2	Encampment clean-up	\$ 15,000.00	\$ 5,000.00			\$ 20,000.00	5/31/2022
Task 3	Housing rights assistance				\$ 40,000.00	\$ 40,000.00	5/31/2022
Task 4	Hygiene services				\$ 4,500.00	\$ 4,500.00	5/31/2022
Task 5	Administration	\$ 4,711.00	\$ 789.00			\$ 5,500.00	5/31/2022
Task 6	Shared Housing Navigator	\$ 52,000.00				\$ 52,000.00	5/31/2022
Implementation Total						\$ 162,000.00	5/31/2022
Duarte Subtotal						\$ 94,211.00	5/31/2022
Irwindale Subtotal						\$ 15,789.00	5/31/2022
SGVCOG Subtotal for Irwindale						\$ 52,000.00	5/31/2022
Prevention, Diversion, and Rapid Rehousing Program							
Task 1	Program Implementation	\$ 41,500.00	\$ 2,075.00	\$ 39,425.00		Prevention/Diversion Total	\$ 83,000.00
						Duarte Subtotal	\$ 41,500.00
						SGVCOG Subtotal for Irwindale	\$ 41,500.00
						Contract Total	\$ 245,000.00
						Duarte Total	\$ 135,711.00
						Irwindale Total	\$ 15,789.00
						SGVCOG Total for Irwindale	\$ 93,500.00

Program: Homeless Plan Implementation

The Cities were allocated \$162,000 to implement their homeless plans, of which the Cities shall receive a maximum of \$110,000. The City of Duarte shall receive a maximum of \$94,211. The City of Irwindale shall receive a maximum of \$15,789. Funding shall be disbursed on a reimbursement basis and in accordance with Table 1.

The Cities shall allocate \$52,000 of their homeless plan implementation funding, as well as \$41,500 of prevention, diversion, and rapid rehousing funding, for a total of \$93,500 to the SGVCOG's Shared Housing Navigation Services contract for the City of Irwindale to receive services equal to the following:

Housing Navigation Services	Housing Vouchers	Prevention, Diversion, and Rapid Rehousing Vouchers	Total
\$28,000	\$24,000	\$41,500	\$93,500

Reports and invoices must be submitted quarterly by the first Monday of the month by the following dates:

2020	2021	2022
• October 5, 2020	• January 4, 2021	• January 3, 2022
	• April 5, 2021	• April 4, 2022
	• July 5, 2021	
	• October 4, 2021	

A final report and the final invoice must be submitted by June 15, 2022.

Program: Prevention, Diversion, and Rapid Rehousing

The City of Duarte shall receive a maximum of \$41,500 for implementation of the Prevention, Diversion, and Rapid Rehousing Program. \$15,000 of these funds is derived from the City of Bradbury's Prevention and Diversion Program allocation. Funding shall be disbursed on a reimbursement basis and in accordance with Table 1.

Reports and invoices must be submitted quarterly by the first Monday of the month on the following dates:

2020	2021	2022
• October 5, 2020	• January 4, 2021	• January 3, 2022
	• April 5, 2021	• April 4, 2022
	• July 5, 2021	
	• October 4, 2021	

All funding must be expended by June 15, 2022. The final report is due by June 15, 2022.

**AMENDMENT NO. 1
TO MEMORANDUM OF AGREEMENT
BETWEEN
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND
CITY OF DUARTE AND CITY OF IRWINDALE**

The AGREEMENT by and between the San Gabriel Valley Council of Governments (“SGVCOG”) and the City of Duarte (“Duarte”) and the City of Irwindale (“Irwindale”), dated November 12, 2020 (“Agreement”), is amended as follows:

Section II. A. 10. Replace “151,500” with “163,025”.

Section II. A. 11. Replace section with “Retain \$55,500, including \$18,000 for shared housing navigation services, \$34,000 for housing vouchers, and \$3,500 for prevention, diversion, and rapid rehousing vouchers, separate and apart from those funds reflected in Exhibit B, to come from the City’s Homeless Plan allocations to administer the Share Housing Navigation Services contract.”

Section II. B. 9.a. Replace section with “Allocate \$55,500 – including \$18,000 for shared housing navigation services, \$34,000 for housing vouchers, and \$3,500 for prevention, diversion, and rapid rehousing vouchers – which sums are separate and apart from the amounts reflected in Exhibit B hereto – to the SGVCOG’s contract for Shared Housing Navigation Services to provide these services for Irwindale.”

Exhibit A. Scope of Work. Program: Homeless Plan Implementation. Task 3. Replace section with the following:

“Task 3

- Complete an unsheltered homeless census over multiple days and times to capture the entire geography of Duarte and Irwindale. Demographic information will be included in the census to provide an accurate illustration of the unhoused population including subpopulations such as veterans, transitional-aged youth, domestic violence victims, vehicle/RV occupants, etc. The provider will compile data using GIS technology and maintain the data on behalf of the Cities. After the census is finished, the provider will deliver a hard copy summary data report within one week, and a full final report within six weeks.

Deliverables:

- Homeless Census Final Report (2)

Basis of Billing: Expense Reimbursement

Invoice Backup:

- Invoices from provider
- Proof of payment for provider’s services
- Quarterly Reports”

Homeless Plan Implementation		SGVCOG	Staff		Not to Exceed Cost					
Task	Description	Retain for Cities	Duarte Total	Irwindale Total	Duarte Total	Provider Costs	Irwindale Total	Total	Completion	
Task 1	Law enforcement outreach		\$ 30,000.00	\$ 10,000.00				\$ 40,000.00	5/31/2022	
Task 2	Encampment clean-up		\$ 15,000.00	\$ 5,000.00				\$ 20,000.00	5/31/2022	
Task 3	Unsheltered Homeless Census					\$ 23,000.00	\$ 23,000.00	\$ 46,000.00	5/31/2022	
Task 4	Hygiene services					\$ 4,500.00		\$ 4,500.00	5/31/2022	
Task 5	Administration		\$ 3,625.00	\$ 1,900.00				\$ 5,525.00	5/31/2022	
Task 6	Shared Housing Navigator	\$ 52,000.00						\$ 52,000.00	5/31/2022	
								Implementation Total	\$ 168,025.00	5/31/2022
								Duarte Subtotal	\$ 76,125.00	5/31/2022
								Irwindale Subtotal	\$ 39,900.00	5/31/2022
								SGVCOG Subtotal for Irwindale	\$ 52,000.00	5/31/2022
Prevention, Diversion, and Rapid Rehousing Program										
Task 1	Program Implementation	\$ 3,500.00	\$ 2,350.00		\$ 44,650.00			Prevention/Diversion Total	\$ 50,500.00	11/30/2021
								Duarte Subtotal	\$ 30,000.00	11/30/2021
									\$ 17,000.00	5/31/2022
								SGVCOG Subtotal for Irwindale	\$ 3,500.00	5/31/2021
								Contract Total	\$ 218,525.00	
								Duarte Total	\$ 123,125.00	
								Irwindale Total	\$ 39,900.00	
								SGVCOG Total for Irwindale	\$ 55,500.00	

EXHIBIT B. Budget/Schedule. Program: Prevention, Diversion, and Rapid Rehousing. Replace section with the following: “The City of Duarte shall receive a maximum of \$47,000 for implementation of the Prevention, Diversion, and Rapid Rehousing Program. \$15,000 of these funds is derived from the City of Bradbury’s Prevention and Diversion Program allocation. Funding shall be disbursed on a reimbursement basis and in accordance with Table 1.

Reports and invoices must be submitted quarterly by the first Monday of the month on the following dates:

2020	2021	2022
• October 5, 2020	• January 4, 2021	• January 3, 2022
	• April 5, 2021	• April 4, 2022
	• July 5, 2021	
	• October 4, 2021	

Duarte shall submit two final reports and invoices. The first final report and invoice must be submitted by November 30, 2021. The second final invoice and updated final report must be submitted by May 31, 2022.”

FOR THE CITY OF DUARTE

By: _____
Daniel Jordan
City Manager

Date: _____

APPROVED AS TO FORM:

Thai V. Phan
Assistant City Attorney

FOR THE CITY OF IRWINDALE

By: _____
William Tam
City Manager

Date: _____

APPROVED AS TO FORM:

Adrian Guerra
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

David DeBerry
General Counsel

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

City of
IRWINDALE
AGENDA REPORT

Date: October 27, 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

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 NOVEMBER 2021

City Manager/Executive Director's Recommendation:

That the City Council, Successor Agency and Housing Authority adopt Joint Resolution No. 2021-94-3306, Resolution No. SA 2021-95-3307, and 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".

Administrative Action:

Prepared /Submitted by:

Theresa Olivares, Assistant City Manager
(626) 430-2294

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

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. The attached joint resolution for the City Council, Successor Agency, and Housing Authority reaffirms the legislative bodies declared exemption under AB 361 as (1) there is an existing state of emergency declared by the Governor, and (2) 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.
5. 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.

6. Proposed Protocols for the meetings are as follows:

- a. Delineated path of travel to and from the lectern - A delineated path of travel to and from the lectern will allow speakers to traverse from their seat to the lectern, and back again, once they are called upon to address the Council or commissions.
- b. Reserved seating for members of the public and City Staff – Seats in the Council Chambers will be reserved for members of the public and City staff. In complying with the LADPH social distancing guidance, 9 seats will be available for members of the public and 2 seats will be available for City staff. One of the staff members will sanitize the lectern and microphone after each speaker.

1st Row: 2 seats total for members of the public

2nd Row: No seats available

3rd Row: 7 seats total for members of the public

- c. Additional Public Seating – Additional seating for members of the public is required for those individuals who are unable assemble in the inner council chamber due to LACDPH's social distancing guidelines. Therefore, seating will be arranged in the outer Council Chamber by City staff to comply with the LACDPH's 6-feet social distance guidance. Members of the public desiring to address the legislative body at the lectern will enter the council chamber from the south side entry door of the council chamber.
- d. Additional Staff Seating – Additional staff seating is required for those staff members who are unable assemble in the inner council chamber due to LACDPH's social distancing guidelines, but are required to be at the public meeting. Therefore, the large conference room table located in the outer council chamber is designated for staff use during public meetings. Staff needing to address to the legislative body will enter the council chamber from the north entry door of the council chamber.

- e. Face Masks - In accordance with current County health orders, masks will be required for all attendees in the City Council Chambers.
- f. Administration of Public Comments – Under the hybrid model, members of the public joining via teleconference will be able to address the legislative body by telephone or via electronically. Additionally, members of the public participating in the meeting in-person will address the legislative body at the lectern located in the Council Chamber. To assist with the administrative facilitation and to ensure that members of the public have an opportunity to address the legislative body, staff recommends the following order for receiving comments:
 - i. 1st: In-person attendees – members of the public attending the meeting in person will be called upon to address the legislative body
 - ii. 2nd: Teleconference attendees – members of the public attending the meeting via telephone or electronically will be called upon to address the legislative body.
 - iii. 3rd: In-person attendees who did not previously provide comments on the matter being discussed by the legislative body will be called to address the legislative body.
 - iv. 4th: Teleconference attendees who did not previously provide comments on the matter being discussed by the legislative body will be called to address the legislative body.
 - v. 5th: Members of the audience (in-person or via teleconference) who have already addressed the legislative body on the matter being discussed may request to provide additional comments to the legislative body. This request will be approved or denied at the discretion of the legislative body.

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 November 2021 is estimated to be approximately \$900.

Attachment:

- 1. Resolution No. 2021-94-3306, Resolution No. SA 2021-95-3307 and Resolution No. HA 2021-06-105

**RESOLUTION NO. 2021-94-3306
RESOLUTION NO. SA 2021-95-3307
RESOLUTION NO. HA 2021-06-105**

**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**

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 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. Furthermore Executive Order N-15-21 orders any legislative body to meet prior to October 1, 2021 to take a majority vote for the purpose of determining whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees; 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, the City Council, Successor Agency Board, and Housing 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 November 2021; and

Resolution No. 2021-94-3306
Resolution No. SA 2021-95-3307
Resolution No. HA 2021-06-105

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

SECTION 1. The City Council, Successor Agency Board, and Housing 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, and Housing 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, and Housing Authority Board hereby find that the continuing state of emergency declared by Governor Newsom on or about March 4, 2020, and health agency recommendations for social distancing, and 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, all exist and thereby prompts the City Council, Successor Agency Board, and Housing 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 November 1, 2021.

Resolution No. 2021-94-3306
Resolution No. SA 2021-95-3307
Resolution No. HA 2021-06-105

PASSED, APPROVED AND ADOPTED this 27th of October, 2021.

H. Manuel Ortiz, 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. 2021-94-3306, Resolution No. SA 2021-95-3307, and Resolution No. HA 2021-06-105 was duly adopted by the City Council of the City of Irwindale at a regular scheduled meeting thereof held on the 27th day of October 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

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

City of
IRWINDALE
AGENDA REPORT

Date: October 27, 2021
To: Mayor and Members of the City Council
Chair and Members of the Housing Authority Board
From: Adrian R. Guerra, City Attorney/General Counsel
Issue: Structure of Housing Authority Board

City Manager's Recommendation:

Discuss structure of Housing Authority Board and provide direction to Staff.

Administrative Action:

Submitted by:

Adrian R. Guerra, City Attorney/General Counsel

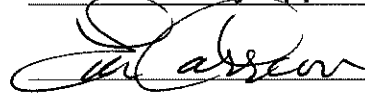
Electronically Approved

Reviewed by:

Adrian Guerra, City Attorney/General Counsel

Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William K. Tam, City Manager/Executive Director



Background:

On August 27, 1987, the City Council of the City of Irwindale adopted Resolution No. 87-16-1118, which appointed the City Council of the City of Irwindale to serve as the Board of Commissioners of the Irwindale Housing Authority ("IHA"), vested with all of the rights, powers, duties, privileges, and immunities provided by state law governing housing authorities ("Housing Authorities Law")¹. (Attached hereto as **Exhibit "A."**) The term of office and succession of Commissioners was established to be concurrent with and identical to the elected terms of each City Councilmember's seat.

As will be discussed further below, there are three different models provided by Housing Authorities Law to establish the governance of a housing authority. Additionally, there is a requirement that a board of commissioners of a housing authority include two tenant commissioners.

Analysis:

Once a housing authority has been established by a city council, the Housing Authorities Law requires the appointment of a board of commissioners by the city council. The board of commissioners is the controlling body through which a housing authority has power to act.²

The board of commissioners is required to consist of seven total members: five regularly appointed commissioners and two tenant commissioners.³ A tenant commissioner is a tenant of any housing provided by or through the authority, who is appointed to the board.⁴ Of the two tenant commissioners appointed, one must be over 62 years of age.⁵

There are also three governance models for the housing authority board:

¹ Housing Authorities Law is codified within California Health and Safety Code section 34200, *et seq.* Unless otherwise specified herein, all statutory references in this report are to the California Health and Safety Code.

² § 34275.

³ § 34270.1

⁴ § 34286

⁵ § 34270

1. The city council creates a separate housing authority board, which means the board members will be different from those who serve as members of the city council.

The first model under Housing Authorities Law provides that the members of a city council appoint other individuals in the city to serve as members of the board of commissioners.

A commissioner can be appointed from anywhere within the jurisdictional boundaries of the city and can be an officer or employee of the city or a member, commissioner, or employee of any other authority created for the community, so long as he or she does not exercise powers or duties in office or employment that may conflict with the exercise of independent judgment for the housing authority.⁶ However, an acting commissioner may not be regularly employed by the housing authority during their tenure as a commissioner.⁷

Note that while two tenant commissioners must be appointed, any tenant of the housing authority is also eligible for appointment as one of the “regularly appointed” commissioners with all the rights, powers, duties, privileges, and immunities of any other commissioner.⁸

When the five “regular” commissioners are first appointed, they serve staggered terms. Three of the commissioners must be designated to serve terms of one, two, and three years, respectively, from the date of their appointment, and the remaining two commissioners must be designated to serve four-year terms. After initial terms, all successor commissioners serve four-year terms. However, all tenant commissioners and their successors (also tenants) serve two-year terms.⁹ Any appointment of a successor commissioner must be made in the same way- subject to the confirmation of a majority of city council members.

Once appointed by the city council, a Certificate of Appointment or Reappointment for each commissioner must be filed with the city clerk. The Certificate of Appointment is conclusive evidence of the due and proper appointment of each commissioner.¹⁰

⁶ § 34272(b)-(c)

⁷ § 34274

⁸ §§ 34270, 34286

⁹ § 34272

¹⁰ § 34273

2. The city council, through resolution, may declare itself to be the board of commissioners of the housing authority.¹¹

The second model provided by Housing Authorities Law is for a city council to declare itself to be the board of the housing authority, in which case, all of the rights, powers, duties, privileges and immunities vested in the housing authority board are vested in the city council. If a city council has declared itself to be the board of the housing authority, the city council must also appoint two tenant commissioners, one of whom must be over 62 years of age.¹²

Additionally, at any time by resolution, a city council which has declared itself to be the board of a housing authority may determine it will no longer function as such, in which event Housing Authorities Law requires the prompt appointment of commissioners to function as the governing board, as discussed above.¹³

3. If a city council has declared itself to be the board of a housing authority, the city council has the option to establish a community housing advisory committee.

A city council which has declared itself to be the board of a housing authority may, by ordinance, create a housing commission.¹⁴ If the city council creates a housing commission, the number of members, their terms, qualifications, and method of appointment and removal must be provided for by the ordinance.¹⁵

The function of the housing commission is to review and make recommendations on all matters to come before the authority board prior to authority action, except emergency matters and matters which the commission, by resolution, excludes from its review. The city council may, by ordinance or resolution, provide for procedures for review and recommendation, for any further functions of the commission, and may delegate any of its functions under Housing Authorities Law to the housing commission.¹⁶

¹¹ § 34290

¹² § 34290

¹³ § 34293

¹⁴ § 34284

¹⁵ § 34291

¹⁶ § 34292

Recommendation:

As stated earlier, on August 27, 1987, the Irwindale City Council appointed itself to serve as the IHA Board of Commissioners. This follows the second model discussed above. In making this election, however, the City Council must also appoint two tenant commissioners, one of whom must be over 62 years of age.¹⁷

The City Attorney recommends that, if the City Council desires to continue serving as the IHA Board of Commissioners, the City Council should:

1. Appoint two tenant commissioners to the IHA Board of Commissioners, one of whom is over the age of 62; and
2. Consider the creation of a housing commission.

Fiscal Impact:

There is no fiscal impact for this item.

¹⁷ § 34290

RESOLUTION No 87-15-1117

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF IRWINDALE ESTABLISHING A HOUSING
AUTHORITY IN ACCORDANCE WITH CALIFORNIA
HEALTH AND SAFETY CODE SECTION 34240,
et seq

WHEREAS, the City Council of the City of Irwindale with the adoption of the Housing Element to the General Plan in July, 1985 determined that there were 24 housing units in need of major repairs and 9 housing units beyond repair, and

WHEREAS, there have been no permits for units which would expand or replace any of the housing stock since July, 1985

WHEREAS, the City Council has requested Municipal Services, Inc , to review the findings included in the 1985 Housing Element, and MSI has indicated that there is an excessive amount of lot coverage overcrowding of residents, inadequately sized rooms and insufficient sanitary facilities in the nine units that were identified as being beyond repair to such an extent that those buildings may create a danger to life, health, and property of occupants or others by reason of fire or potentially unsanitary conditions

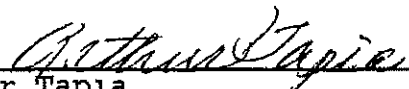
NOW, THEREFORE, the City Council of the City of Irwindale does resolve as follows

SECTION 1 The City Council of the City of Irwindale finds that there are "unsanitary or unsafe inhabited dwelling accommodations" in the City of Irwindale

SECTION 2 The City Council of the City of Irwindale hereby declares that there is a need for a Housing Authority to function in Irwindale to provide for suitable, safe and sanitary housing opportunities for Irwindale residents

SECTION 3 The City Clerk shall certify the adoption of this Resolution

APPROVED AND ADOPTED this 27th day of August, 1987



Arthur Tapia
Mayor

ATTEST 

Deputy City Clerk

I, Deputy City Clerk of the City of Irwindale, do hereby certify that Resolution No 87-15-1117 was duly adopted at a regular meeting of the City Council held on August 27, 1987, by the following vote of the Council

AYES Councilmen J Breceda, R Diaz, P Miranda, J

RESOLUTION No. 87-15-1117

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF IRWINDALE ESTABLISHING A HOUSING
AUTHORITY IN ACCORDANCE WITH CALIFORNIA
HEALTH AND SAFETY CODE SECTION 34240,
et. seq.

WHEREAS, the City Council of the City of Irwindale with the adoption of the Housing Element to the General Plan in July, 1985 determined that there were 24 housing units in need of major repairs and 9 housing units beyond repair; and

WHEREAS, there have been no permits for units which would expand or replace any of the housing stock since July, 1985.

WHEREAS, the City Council has requested Municipal Services, Inc., to review the findings included in the 1985 Housing Element, and MSI has indicated that there is an excessive amount of lot coverage overcrowding of residents, inadequately sized rooms and insufficient sanitary facilities in the nine units that were identified as being beyond repair to such an extent that those buildings may create a danger to life, health, and property of occupants or others by reason of fire or potentially unsanitary conditions.

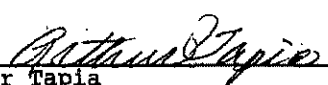
NOW, THEREFORE, the City Council of the City of Irwindale does resolve as follows:

SECTION 1. The City Council of the City of Irwindale finds that there are "unsanitary or unsafe inhabited dwelling accommodations" in the City of Irwindale.

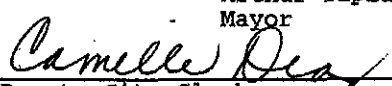
SECTION 2. The City Council of the City of Irwindale hereby declares that there is a need for a Housing Authority to function in Irwindale to provide for suitable, safe and sanitary housing opportunities for Irwindale residents.

SECTION 3. The City Clerk shall certify the adoption of this Resolution.

APPROVED AND ADOPTED this 27th day of August, 1987.


Arthur Tapia
Mayor

ATTEST:

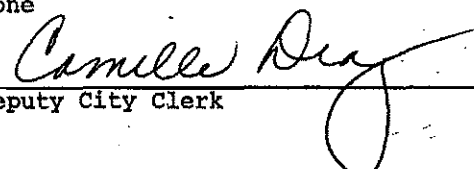

Deputy City Clerk

I, Deputy City Clerk of the City of Irwindale, do hereby certify that Resolution No. 87-15-1117 was duly adopted at a regular meeting of the City Council held on August 27, 1987, by the following vote of the Council:

AYES: Councilmen: J. Breceda, R. Diaz, P. Miranda, J. Castellanos, A. Tapia

NOES: Councilmen: None

ABSENT: Councilmen: None


Deputy City Clerk

RESOLUTION NO 87-16-1118

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF IRWINDALE DECLARING THAT THE COUNCIL
MEMBERS SHALL SERVE AS HOUSING AUTHORITY
COMMISSIONERS PURSUANT TO CALIFORNIA HEALTH
AND SAFETY CODE SECTION 34290

WHEREAS, the City Council of the City of Irwindale has determined that a need exists for a Housing Authority in the City of Irwindale, and

WHEREAS, the City Council of the City of Irwindale has found that there is a need for additional opportunities to correct conditions with existing housing stock, and

WHEREAS, the Council feels that the governing board for such a Housing Authority should be accountable to the electorate

NOW, THEREFORE, the City Council of the City of Irwindale does resolve as follows

SECTION 1 Pursuant to California Health and Safety Code Section 34290, the City Council of the City of Irwindale does hereby declare that its members shall serve as the commissioners of the Irwindale Housing Authority and shall have all the rights, powers, duties, privileges and immunities vested by the Housing Authorities Law (Health & Safety Code Section 34240 et seq)

SECTION 2 The City Council of the City of Irwindale hereby establishes the term of office and succession of commissioners to be concurrent with an identical to the elected terms of each Council Member's seat

SECTION 3 Under the terms of Health & Safety Code Section 34274, each Commissioner shall be entitled to a per diem payment for attendance at not more than 4 Housing Authority meetings per month at a rate which shall not exceed \$50 00 per meeting. Additionally, Commissioners shall be eligible for and entitled to such necessary traveling and subsistence expenses which may be incurred in discharge of the duties of a Housing Authority Commissioner

SECTION 4 The Commissioners shall select, from among their members, one member to serve as Chairperson and one to serve as Vice Chairperson. Said Vice Chairperson shall serve as the Chairperson in the absence or incapacity of the Chairperson. Additionally, the Housing Authority Executive Director shall serve as Secretary to the Commission Board and shall have power to sign for the Board on items which have been approved at a Board Meeting

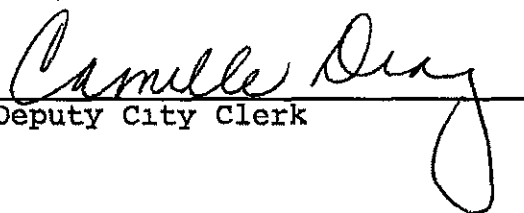
SECTION 5 The City Clerk shall certify the adoption of this Resolution

APPROVED AND ADOPTED this 27th day of August 1987

Resolution No 87-16-1118

I, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No 87-16-1118 was duly adopted by the City Council at their regular meeting held the 27th day of August 1987 by the following vote

AYES	Councilmembers	J Breceda, R Diaz, J Castellanos, A Tapia
NOES	Councilmembers	None
ABSENT	Councilmembers	None


Deputy City Clerk

RESOLUTION NO. 87-16-1118

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF IRWINDALE DECLARING THAT THE COUNCIL
MEMBERS SHALL SERVE AS HOUSING AUTHORITY
COMMISSIONERS PURSUANT TO CALIFORNIA HEALTH
AND SAFETY CODE SECTION 34290

WHEREAS, the City Council of the City of Irwindale has determined that a need exists for a Housing Authority in the City of Irwindale; and

WHEREAS, the City Council of the City of Irwindale has found that there is a need for additional opportunities to correct conditions with existing housing stock; and

WHEREAS, the Council feels that the governing board for such a Housing Authority should be accountable to the electorate.

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

SECTION 1. Pursuant to California Health and Safety Code Section 34290, the City Council of the City of Irwindale does hereby declare that its members shall serve as the commissioners of the Irwindale Housing Authority and shall have all the rights, powers, duties, privileges and immunities vested by the Housing Authorities Law (Health & Safety Code Section 34240 et. seq.).

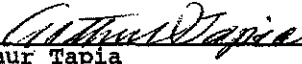
SECTION 2. The City Council of the City of Irwindale hereby establishes the term of office and succession of commissioners to be concurrent with an identical to the elected terms of each Council Member's seat.

SECTION 3. Under the terms of Health & Safety Code Section 34274, each Commissioner shall be entitled to a per diem payment for attendance at not more than 4 Housing Authority meetings per month at a rate which shall not exceed \$50.00 per meeting. Additionally, Commissioners shall be eligible for and entitled to such necessary traveling and subsistence expenses which may be incurred in discharge of the duties of a Housing Authority Commissioner.

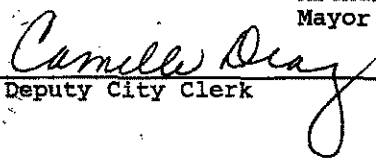
SECTION 4. The Commissioners shall select, from among their members, one member to serve as Chairperson and one to serve as Vice Chairperson. Said Vice Chairperson shall serve as the Chairperson in the absence or incapacity of the Chairperson. Additionally, the Housing Authority Executive Director shall serve as Secretary to the Commission Board and shall have power to sign for the Board on items which have been approved at a Board Meeting.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

APPROVED AND ADOPTED this 27th day of August 1987.


Arthur Tapia
Mayor

ATTEST:


Deputy City Clerk

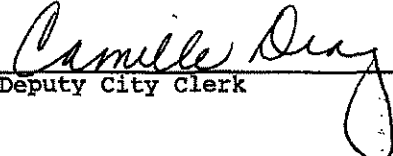
Resolution No. 87-16-1118

I, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 87-16-1118 was duly adopted by the City Council at their regular meeting held the 27th day of August 1987 by the following vote:

AYES: Councilmembers: J. Breceda, R. Diaz, J.
Castellanos, A. Tapia

NOES: Councilmembers: None

ABSENT: Councilmembers: None


Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: October 27, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Fee Waiver to Promote Construction of Accessory Dwelling Units

City Manager's Recommendation:

Staff recommends that the City Council consider this matter and provide direction to staff.

Administrative Action:

Submitted by:

William K. Tam, City Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Electronically Approved

Background and Analysis:

During a prior City Council meeting, staff was asked to look into whether a city could waive fees related to the construction of accessory dwelling units (ADUs). City staff and City Attorney have since analyzed various possibilities that would assist in the promotion of construction of ADU's and junior accessory dwelling units (JADUs) in the City as a way of addressing the statewide housing crisis. In doing so, City staff has looked into how other municipalities have been promoting and facilitating the construction of ADUs and JADUs within their jurisdictions.

City staff determined that many municipalities, to promote the construction of ADUs and JADUs, waive related fees, including development impact fees, building plan check fees, building construction permit fees, and other directly associated permit fees. City staff believes that the waiver of certain fees for ADUs is a viable option to encourage additional development of new ADUs and JADUs in the City, and to prompt homeowners to seek permits for existing ADUs and JADUs that are currently unauthorized but meet City codes. This will also assist the City to meet the City's regional housing needs assessment (RHNA) allocation.

Such a fee waiver can apply to different types of ADUs and JADUs, including, but not limited to, construction of new, detached ADUs on developed lots; construction of new, ADUs and JADUs attached to an existing residence; conversion of an existing space to ADU and JADU; and legalization of existing units that meet building and fire code requirements.

The City can construct different restrictions on the fee waiver. For example, the City can indicate that the fee waiver does not apply to ADUs or JADUs that are part of a new development project. For example, under such a restriction, a new single-family development that incorporates a JADU would not be eligible for the fee waiver.

The City can also require that the applicant meet certain conditions can before the fee waiver is granted. For example, the City of Vista's ADU Fee Waiver Program requires that the ADU is occupied by a lower income household which does not exceed 80 percent of the San Diego County median during the first ten years following the issuance of the certificate of occupancy for the unit and that the owner of the property has executed and recorded a regulatory agreement to assure compliance with all requirements, and such rules as may be necessary so that the unit is eligible to be counted towards the City's RHNA allocation. Moreover, the City of Vista requires ADU owners to execute and provide to the city for recording a "Covenant Agreement Restricting Occupancy and Rents for an Accessory Dwelling Unit" immediately after submitting plans.

Another example is the City of Newport Beach, who approved a temporary fee waiver program for ADU and JADU development through the end of 2022. The City of Newport Beach is waiving city building plan check, building construction permit, and other related city fees required for plan check, permits, inspections, re-inspections and other related activities, for the design and construction of ADUs and JADUs on existing residential developments and the legalization of exiting unpermitted ADUs and JADUs.

The City of Pleasanton has also modified and reduced its development impact fees, and water and sewer connection fees applicable to ADUs and JADUs.

City staff presents this information to the City Council to provide the City Council with the opportunity to consider adopting an ADU fee waiver program in the City.

Fiscal Impact: None

Attachment: None

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

City of
IRWINDALE
AGENDA REPORT

Date: October 27, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Discuss the City's Response to United Rock Products Olive Pit Reclamation Plan Amendment

City Manager's Recommendation:

Staff recommends City Council to discuss and provide direction regarding requests made in the United Rock Products (URP) Olive Pit Reclamation Plan Amendment letter.

Administrative Action:

Submitted by:

William Tam, City Manager
(626) 430-2200

Prepared by:

Berlyn Aguila, Management Analyst

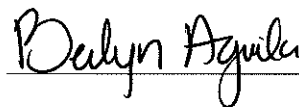
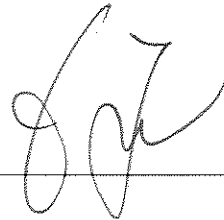
Reviewed by:

Adrian Guerra, City Attorney

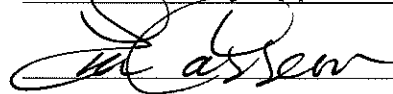
Eva Carreon, Finance Director / City Treasurer

Approved by:

William Tam, City Manager



Electronically Approved



Background and Analysis:

On July 28, 2021, Mark Pachura, General Manager, from United Rock Products (URP) submitted an entitlement application requesting that the City Council, in its capacity as property owner of the Olive Pit, authorize the City Manager to approve the Reclamation Plan Amendment application.

Based on the letter dated August 20, 2021, URP is requesting the following:

- 1) Royalty for aggregate extracted beyond 25 million tons of two dollars and ten cents (\$2.10) per ton, plus annual Consumer Price Index ("CPI") adjustments, with the first adjustment measured from the CPI year immediately prior to the commencement of extraction beyond the initial 25 million tons against the then-current CPI.
- 2) Revise the Development Agreement (DA) to include the annual increase in production from 1.5 million tons to 2 million tons.
- 3) Approve an updated mining and reclamation schedule for the completion of Phase 1 mining and reclamation. The updated schedule will be included in the revised Development Agreement.
- 4) Relocate the site access to Azusa Canyon Road and Cypress Street and modify Phase I mining to include the additional mining area as Phase I-B. The additional volume of mining in this area is approximately 5.5 million tons (3.7 million cubic yards). This phase modification will all be for the construction of the East Shelf Embankment to accommodate the proposed relocated access point.
- 5) The City to provide a summary of the anticipated costs and work with URP to minimize the costs associated with this minor modification request of the License Agreement to relocate site access to Azusa Canyon Road/Cypress Street.
- 6) A southbound deceleration lane north of Cypress Street will be constructed.
- 7) A mining modification that will extend the existing access ramp and modify the traffic signal at the intersection of Azusa Canyon Road
- 8) Landscaping improvements shall be constructed on Azusa Canyon Road, pursuant to City standards.
- 9) URP will be responsible for the estimated total cost to construct a traffic signal at the intersection of Los Angeles Street and Azusa Canyon Road.

- 10) URP will equally share costs associated with use permits and Reclamation Plan Amendment.
- 11) Agree to equally share with the City the profits associated with the market-tipping fees as outlined in the Development Agreement Section 8.3.

As a reminder, land use entitlements to be processed by the Planning Department (which would be the case here) require the authorization of the property owner. Here, because the City is the property owner of the Olive Pit, the City Council is required to give its authorization before URP can proceed with its entitlement requests. Accordingly, staff requests that the City Council, in its capacity as property owner, provide staff direction with respect to URP's request.

Fiscal Impact:

This report is for the City Council to provide City Staff direction regarding the United Rock Products Olive Pit Reclamation Plan Amendment letter. There is no fiscal impact at this time.

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

City of
IRVINDALE
AGENDA REPORT

Date: October 27, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Direction to Create a Committee and Discuss a Development on site 5175 Vincent Avenue

City Manager's Recommendation:

That City Council discuss and provide direction to staff regarding 5175 Vincent Avenue's site development with Five Points, LLC.

Administrative Action:

Submitted by:

William Tam, City Manager
(626) 430-2200

Prepared by:

Berlyn Aguila, Management Analyst

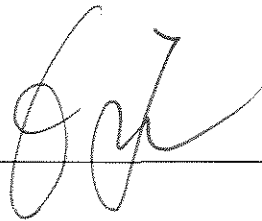
Reviewed by:

Adrian Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

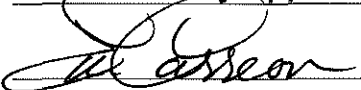
Approved by:

William Tam, City Manager



Berlyn Aguila

Electronically Approved



Background and Analysis:

On October 13, 2021, the Irwindale City Council denied General Plan Amendment No. 02-2017 and Site Plan & Design Review (DA) No. 04-2017 to allow the development of a ± 545, 735 square-foot speculative concrete tilt-up building for property located at 5175 Vincent Avenue.

The applicant and property owner, Five Points, LLC, has requested the City of Irwindale to meet and discuss potential developments of the site.

As such, Staff is recommending the following:

- 1) City Council establish an Ad-Hoc Committee to meet with Five Points LLC; and
- 2) City Council authorize staff to meet with Five Points, LLC and discuss development of the site.

Fiscal Impact:

There is no fiscal impact for this item.

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

City of
IRWINDALE
AGENDA REPORT

Date: October 27, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: 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].

City Manager's Recommendation:

That the City Council consider the Planning Commission's Resolution No. 807(21) recommending the City Council approve Site Plan and Design Review (DA) No. 04-2021 for the construction of a filtration building and Conditional Use Permit No. 05-2021 to allow storage and use of cleaning chemicals for an existing brewery for property located at 15801 First Street; and

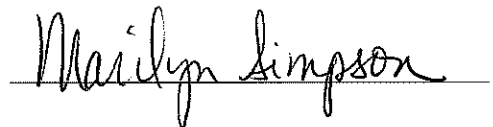
Adopt:

1. **Resolution No. 2021-93-3305**, entitled "A RESOLUTION 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 $\pm$ 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."

Administrative Actions:

Submitted by:

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



Prepared by:

Lisa Chou, Associate Planner

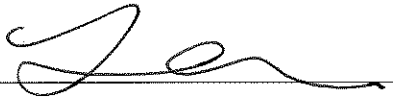
Reviewed by:

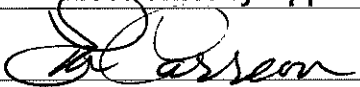
Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager



Electronically Approved




BACKGROUND/HISTORY

Irwindale Brew Yard (IBY), an existing beverage manufacturing campus, was originally owned by Molson Coors and manufactured beers like Coors Light, Miller Lite, and Miller High Life. The forty (40) year old facility ceased production in September 2020. The sale of Molson Coor's Irwindale brewery property to IBY, a subsidiary of Pabst Brewing Company was completed November 2020. Once operational, IBY will be the largest full-service, low-alcohol beverage contract production facility in the western United States.

On September 15, 2021, the Planning Commission unanimously recommended that the City Council approve Site Plan and Design Review (DA) No. 04-2021 and Conditional Use Permit No. 05-2021 to allow 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).

GENERAL PLAN AND ZONING

The site is designated in the General Plan as Industrial/Business Park and zoned M-2 (Heavy Manufacturing). The site is surrounded by the following zones and uses:

Direction	Existing Land Use	Zoning District
North	Industrial	Reliance II Specific Plan
South	Industrial	M-2 Heavy Manufacturing
East	Industrial	M-2 Heavy Manufacturing
West	Santa Fe Dam Recreation Area	A-1 Agricultural

ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301 (Class 1; Existing Facilities) of the CEQA Guidelines. The project is an addition to the existing building and will not result in an increase of more than 10,000 square feet. The project is not located in an environmentally sensitive area. If action is taken to approve the project, a Notice of Exemption (NOE) will be filed with the Los Angeles County Clerk Recorder. The NOE is on file at the Community Development Department and available for review by the public.

PROJECT DESCRIPTION

The subject property is approximately two hundred twenty-six (226) acres. The proposed filtration building will abut the existing beverage manufacturing facility. The proposed addition will house two (2) independent four (4) stage filtration systems as well as two (2) eight thousand (8,000) gallon tanks and two (2) three hundred (300) gallon tanks of cleaning chemicals and associated equipment. The filtration system will filter malted beer in support of the existing beverage manufacturing facility. The proposed filtration building will consolidate accessory equipment and cleaning chemicals without reconfiguring existing equipment and improve efficiency of facility operations.

Per the Irwindale Municipal Code (IMC) Subsection 17.70.010(B)(2), any new improvements or new buildings that are less than thirty percent (30%) of the total existing floor area within a corporate campus are exempt from design review, subject to the discretion of the Planning Commission or City Council. The proposed filtration building will be one (1%) percent of the total beverage manufacturer facility floor area. The IBY is an existing campus consisting of approximately 983,235 square feet of office, production, and warehouse uses, which have all been constructed in an utilitarian industrial style. The proposed filtration building will match the industrial style of the existing manufacturing facility.

Design Guidelines

The IBY is an existing campus built in 1980 and consists of approximately 983,235 square feet of office, production, and warehouse uses, which have all been constructed in a utilitarian industrial style. Since the campus was built prior to the adoption of the Commercial and Industrial Design Guidelines, the campus was not designed in the desired Spanish mission style. The IMC Subsection 17.070.010(B)(2) allows for an exemption from the Commercial and Industrial Design Guidelines as follows:

"New buildings comprising less than thirty percent of the total existing floor area within an existing business park, corporate campus, commercial shopping center, or similar development, even if located on a public street, as long as the new building is similar in style to existing structures. Business parks, corporate campuses, and commercial shopping centers or similar development are those that are planned, organized, and managed to function as a unified whole and featuring all of the following: Common driveways, common parking, common signage plan, and common landscaping plan."

In order for the existing campus to maintain its architectural character, the proposed filtration building is designed to match the industrial style for consistency. As part proposed project, there will be 13,000 square feet of landscaping in the south of the building which will include California native plants instead of the monoculture of the lawn. The exemption, as allowed via IMC Subsection 17.070.010(B)(2) will prevent the design of the addition from appearing out of place and detracting from the existing IBY.

The cleaning chemicals to be stored and used to support the facility are Hydrochloric Acid, Caustic Soda Liquid, and Poni Acid. The Hydrochloric Acid and Caustic Soda Liquid will be stored inside two (2) separate eight thousand (8,000) gallon steel tanks while the Poni Acid is stored in two (2) separate three hundred (300) gallon plastic storage tanks or totes. All chemicals will be stored in a safe and secure manner that is compliant with Los Angeles County Fire Department regulations. The facility will use approximately four thousand five hundred (4,500) gallons of Hydrochloric Acid and one thousand (1,000) gallons of Caustic

Soda Liquid per week. The Hydrochloric Acid and Caustic Soda Liquid are used in the cleaning process of the filtration systems and feed into the filtration system through pipes in the filtration building. The chemicals will be refilled as they empty through delivery trucks. Based on the amount of peak usage, the Hydrochloric Acid tank would need to be refilled once every two weeks and the Caustic Soda Liquid tank would need to be refilled about once every two months. The Poni Acid is used to clean pipes and one (1) three hundred (300) gallon tank would need to be refilled once every six (6) months.

Parking

Based on the IMC Chapter 17.64, the minimum required additional parking spaces needed is five (5) spaces and six (6) spaces will be provided.

Existing Square Footage	Manufacturing Category	Formula	Proposed Addition	Spaces Required	Spaces Provided
983,235 SF	100,000 SF and above	1 parking space/ 2,000 square feet	9,907 SF	5	6

ANALYSIS

Site Plan and Design Review (DA)

Before the Site Plan and Design Review is approved, the applicant must show, to the satisfaction of the Planning Commission and the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below.

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

The proposed project is located on a site with a General Plan land use designation of Industrial/Business Park and M-2 (Heavy Manufacturing) zoning. The proposed addition of the nine thousand nine hundred and seven (9,907) square foot building is for filtration of malted beer and to store cleaning chemicals in support of the existing beverage manufacturing operation. The existing facility is approximately two hundred and twenty-six (226) acres and the proposed addition which increases the overall lot coverage by one tenth of one percent (0.1%) will not exceed the maximum one-to-one floor area ratio. The proposed project complies with the General Plan land use designation and all Zoning Code development standards established for the M-2 (Heavy Manufacturing) zone with respect to land use, building height, and landscaping, and meets the zoning code requirements for parking.

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

The project is not subject to any redevelopment plan, regulations of any community redevelopment agency, or any executed owner's participation agreement or disposition and development agreement.

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

a) Facilities and improvements,

The proposed filtration building will be located within the interior of the existing beverage manufacturing campus and is screened from off-site views through landscaping. Development Impact Fees have been calculated via total square footage and using industrial land use factors. Fees are due at the time of building permit issuance.

b) Pedestrian and vehicular ingress, egress, and internal circulation

The proposed project is served by existing improved roadways and utilities and does not require the construction or installation of additional public improvements to serve the project. The proposed project will not change existing ingress and egress to and from the site onto existing roadways or public sidewalks. The internal circulation will also largely remain the same.

c) Setbacks

The project has been designed to comply with the required minimum setbacks for the M-2 (Heavy Manufacturing) zone. The proposed filtration building is setback approximately two thousand one hundred (2,100) feet from the adjacent A-1 (Agricultural) zone and one thousand (1,000) feet from the adjacent M-2 (Heavy Manufacturing) zone.

d) Height of buildings

There is no limit to building height in the M-2 (Heavy Manufacturing) zone. The proposed height of the filtration building is approximately forty-four (44) feet, which is shorter than the existing building of approximately sixty-six (66) feet and nearby fermenting tanks measuring sixty-one (61) feet.

e) Signs

No new signs are proposed for the filtration building.

f) Mechanical and utility service equipment

Rooftop vent stacks and air exhaust ducts will be located away from the roofline perimeter to limit visibility of the equipment. Heating, ventilation, and air conditioning equipment to support the equipment within the filtration building are proposed to be located along the easterly wall. The proposed ground mounted HVAC equipment will be fully fenced and screened with a seven (7) foot high chain link fence, which complies with M-2 (Heavy Manufacturing) zone requirements. All equipment that is surface level will be placed so as not to impede any vehicular or pedestrian travel including Americans with Disabilities Act (ADA) access. Noise that is created by any

mechanical equipment must comply with the noise standards of Chapter 9.28 "Noise Regulation."

g) Landscaping

The landscaping requirement has been met through considered choices of planting appropriate to the location, building type, and building scale. There will be twenty-eight thousand (28,000) square feet of drought-tolerant planting to replace the thirteen thousand (13,000) square foot reduction of lawn area due to the proposed addition.

h) Grading

The project has been designed to take advantage of the existing topography, thus reducing grading activities on site. Precise grading plans will be prepared to address building specific needs.

i) Lighting

All lighting is designed to complement the structure and oriented to properly illuminate the site as not to create "dark pockets" that could support nefarious activities or spill onto other properties, creating a nuisance.

j) Parking

IMC Subsection 17.64.030(L) "Manufacturing uses" requires one (1) parking space for each three hundred and fifty (350) square feet for the first ten thousand (10,000) square feet of gross floor area, one (1) parking space for each five hundred (500) square feet for the next forty thousand (40,000) square feet of gross floor area, one (1) space for each one thousand (1,000) square feet for the next fifty thousand (50,000) square feet of gross floor area, and one (1) space for each two thousand (2,000) square feet for all floor area over one hundred thousand (100,000) square feet of gross floor area. Based on the proposed square footage of nine thousand nine hundred and seven (9,907) for manufacturing, five (5) parking stalls are required and six (6) will be provided. It is anticipated that one (1) or two (2) employees will be needed per shift, up to three (3) shifts during a twenty-four (24) hour period. The anticipated employees can be easily accommodated with the six (6) proposed additional parking spaces to be provided as part of the filtration building project and within the existing employees parking lots on the site. One (1) ADA parking stall is included in the parking count which satisfies ADA requirements. All parking is surface parking, rather than parking structures or subterranean lots.

k) Drainage

The project shall with comply City requirements for Low Impact Development and will collect stormwater runoff in an on-site infiltration basin. The proposed filtration building will not result in inter-lot or "cross drainage" on adjacent properties.

l) Intensity of land use

The site has served as a beverage manufacturer since the 1980s. The addition of the filtration building is not projected to have a significant impact on existing streets. The proposed use is consistent with the General Plan designation of Industrial/Business Park and Zoning designation of M-2 (Heavy Manufacturing), as well as, adjacent land uses.

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

Per IMC Subsection 17.70.010(B)(2), any new improvements or new buildings that are less than thirty percent (30%) of the total existing floor area within a corporate campus are exempt from design review, subject to the discretion of the Planning Commission or City Council. The proposed filtration building will be one (1%) percent of the total beverage manufacturer facility's floor area. The IBY is an existing campus built in 1980 and consists of approximately 983,235 square feet of office, production, and warehouse uses, which have all been constructed in a utilitarian industrial style. Since the campus was built prior to the adoption of the Commercial and Industrial Design Guidelines, the campus was not designed in the desired Spanish mission style. The IMC allows for an exemption from the Commercial and Industrial Design Guidelines for corporate campuses that are planned, organized, and managed to function as a unified whole with common driveways, common parking, and common landscaping plan. In order for the existing campus to maintain its architectural character, the proposed filtration building is designed to match the industrial style for consistency. The exemption, as allowed via IMC Subsection 17.070.010(B)(2) will prevent the design of the addition from appearing out of place and detracting from the existing IBY.

Conditional Use Permit

IMC Subsection 17.80.030(27) provides that "[a]ll uses which involve the use, sale or storage of any materials classified as toxic or hazardous by either the federal or state government as a substantial part of the total use shall require a CUP, as shall the parking or storage of vehicles used to carry such materials."

Before any Conditional Use Permit is granted, the applicant must show, to the satisfaction of the Planning Commission and the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis shown:

- A. That the site for the proposed use is adequate in size and shape.

The proposed chemicals inside the filtration building are an ancillary part of the beverage manufacturing operations. The chemicals are used for cleaning and purification of equipment that is common in the food and beverage industry. The storage and use of the cleaning chemicals will be inside of two (2) separate eight thousand (8,000) gallon tanks, which will be housed within the proposed filtration building. The storage and use of the chemicals will utilize less than one thousand five hundred (1,500) square feet of the proposed filtration building. The proposed addition

has been designed to accommodate the safe and secure storage and use of the chemicals.

- B. That the site has sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use.

Primary ingress and egress are provided via First Street. There are two driveways on First Street, one entrance is primarily used for passenger vehicle while the other gated entrance is used for freight and manufacturing vehicles. The proposed storage and use of the cleaning chemicals is not anticipated to result in an increase to truck or freight vehicle trips. The filtration building will typically be expected to require a total of one (1) or two (2) employees per shift, with up to three (3) shifts during a twenty-four (24) hour period.

- C. That the proposed use will not have an adverse effect upon adjacent property.

Adjacent properties will not be affected because the existing use will not be altered in any significant way. The storage and use of the cleaning chemicals within the proposed filtration building is an ancillary use to support the existing beverage manufacturing facility. The Hydrochloric Acid and Caustic Soda Liquid will be stored inside two (2) separate eight thousand (8,000) gallon steel tanks while the Poni Acid is stored in two (2) separate three hundred (300) gallon plastic storage tanks or totes. All chemicals will be stored in a safe and secure manner that is compliant with Los Angeles County Fire Department regulations. Based on the amount of peak usage, the Hydrochloric Acid tank would need to be filled once every two weeks and the Caustic Soda Liquid tank would need to be refilled about once every two months. The Poni Acid is used to clean pipes and one (1) three hundred (300) gallon tank would need to be refilled once every six (6) months. The storage and use of the cleaning chemicals is not expected to generate additional traffic or freight vehicle trips and the filtration building will not be visible from off-site views as it is screened from off-site views through landscaping. Therefore, the impact of the facility on the surrounding properties is expected to be insignificant.

The proposed general conditions for the CUP are attached as Exhibit "A" to Resolution No. 807(21).

FISCAL IMPACT

The entire cost for this construction will be covered by the Applicant/Developer. There will be no impact on the City's budget. This project is subject to Development Impact Fees (DIF) which will be due at the time of or prior to the issuance of building permits.

ATTACHMENTS

- A: Resolution No. 2021-93-3305 with Conditions of Approval
B: Project Plans
C: City of Irwindale Planning Commission Staff Report and Resolution No. 807(21), dated September 15, 2021

Attachment "A"

RESOLUTION NO. 2021-93-3305

A RESOLUTION 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 (APN: 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 PURSUANT TO SECTION 15301 (CLASS 1; EXISTING FACILITIES).

A. RECITALS.

- (i) Paul Garry from PSOMAS, on behalf of Irwindale Brew Yard (IBY, LLC), has made a request for the approval of a Site Plan and Design Review (SP&DR)(DA) and a Conditional Use Permit (CUP) pursuant to Sections 17.70 and 17.80 of the Irwindale Municipal Code (IMC), for construction of an addition to the existing beverage manufacturing campus and storage and use of cleaning chemicals therein.
- (ii) The Subject Property is zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject application shall be referred to as the "Application."
- (iii) The City, as the Lead Agency, has determined that, pursuant to the California Environmental Quality Act (CEQA), which lists classes of projects determined not to have a significant effect on the environment and are therefore, categorically exempt from the provisions of CEQA; the proposed Project is categorically exempt pursuant to Section 15301 (Existing Facilities); and a Notice of Exemption (Class 1) has been prepared.
- (iv) Built in 1980, the beverage manufacturing campus was originally owned by Molson Coors and ceased production in September 2020.
- (v) The sale of Molson Coor's Irwindale brewery property to IBY, a subsidiary of Pabst Brewing Company was completed November 2020.
- (vi) On September 15, 2021, the Irwindale Planning Commission conducted a duly noticed public hearing through a conference call/webinar, as required by law on the Application and in compliance with Executive Order N-25-20 (relating to COVID-19), closed the public hearing and recommended that the City Council approve the Site Plan and Design Review (DA) and Conditional Use Permit, subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.
- (vii) On October 27, 2021, the City Council conducted a duly noticed public hearing,

as required by law, on the Application and approved the Application at that same meeting subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.

- (viii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

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

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

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

Site Plan and Design Review (DA)

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

The proposed project is located on a site with a General Plan land use designation of Industrial/Business Park and M-2 (Heavy Manufacturing) zoning. The proposed addition of the nine thousand nine hundred and seven (9,907) square foot building is for filtration of malted beer and to store cleaning chemicals in support of the existing beverage manufacturing operation. The existing facility is approximately two hundred and twenty-six (226) acres and the proposed addition which increases the overall lot coverage by one tenth of one percent (0.1%) will not exceed the maximum one-to-one floor area ratio. The proposed project complies with all Zoning Code development standards established for the M-2 (Heavy Manufacturing) zone with respect to land use, building height, and landscaping, and meets the zoning code requirements for parking.

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

The project is not subject to any redevelopment plan, regulations of any community redevelopment agency, or any executed owner's participation agreement or disposition and development agreement.

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

1) *Facilities and improvements,*

The proposed filtration building will be located within the interior of the existing beverage manufacturing campus and is screened from off-site views through landscaping. Development Impact Fees have been calculated via total square footage and using industrial land use factors. Fees are due at the time of building permit issuance.

2) *Pedestrian and vehicular ingress, egress, and internal circulation,*

The proposed project is served by existing improved roadways and utilities and does not require the construction or installation of additional public improvements to serve the project. The proposed project will not change existing ingress and egress to and from the site onto existing roadways or public sidewalks. The internal circulation will also largely remain the same.

3) *Setbacks,*

The project has been designed to comply with the required minimum setbacks for the M-2 (Heavy Manufacturing) zone. The proposed filtration building is setback approximately two thousand one hundred (2,100) feet from the adjacent A-1 (Agricultural) zone and one thousand (1,000) feet from the adjacent M-2 (Heavy Manufacturing) zone.

4) *Height of buildings,*

There is no limit to building height in the M-2 (Heavy Manufacturing) zone. The proposed height of the filtration building is approximately forty-four (44) feet, which is shorter than the existing building of approximately sixty-six (66) feet and nearby fermenting tanks measuring sixty-one (61) feet.

5) *Signs,*

No new signs are proposed for the filtration building.

6) *Mechanical and utility service equipment,*

Rooftop vent stacks and air exhaust ducts will be located away from the roofline perimeter to limit visibility of the equipment. Heating, ventilation, and air conditioning equipment to support the equipment within the filtration building are proposed to be located along the easterly wall. The proposed ground-mounted HVAC equipment will be fully fenced and screened with a seven (7) foot high chain link fence, which complies with M-2 (Heavy Manufacturing) zone requirements. All equipment that is surface level will be placed so as not to impede any vehicular or pedestrian travel including Americans with Disabilities Act (ADA) access. Noise that is created by any mechanical equipment must comply with the noise standards of Chapter 9.28 "Noise Regulation."

7) *Landscaping,*

The landscaping requirement has been met through considered choices of planting appropriate to the location, building type, and building scale. There will be twenty-eight thousand (28,000) square feet of drought-tolerant planting to replace the thirteen thousand (13,000) square foot reduction of lawn area due to the proposed addition.

8) *Grading,*

The project has been designed to take advantage of the existing topography, thus reducing grading activities on site. Precise grading plans will be prepared to address building specific needs.

9) *Lighting,*

All lighting is designed to complement the structure and oriented to properly illuminate the site as not to create "dark pockets" that could support nefarious activities or spill onto other properties, creating a nuisance.

10) *Parking,*

IMC Subsection 17.64.030(L) "Manufacturing uses" requires one (1) parking space for each three hundred and fifty (350) square feet for the first ten thousand (10,000) square feet of gross floor area, one (1) parking space for each five hundred (500) square feet for the next forty thousand (40,000) square feet of gross floor area, and one (1) space for each one thousand (1,000) square feet for the next fifty thousand (50,000) square feet of gross floor area, and one (1) space for each two thousand (2,000) square feet for all floor area over one hundred thousand (100,000) square feet of gross floor area. Based on the proposed square footage of nine thousand nine hundred and seventy (9,907) for manufacturing, six (6) parking stalls are required and will be provided. It is anticipated that one (1) or two (2) employees will be needed per shift, up to three (3) shifts during a twenty-four (24) hour period. The anticipated employees can be easily accommodated with the six (6) proposed additional parking spaces to be provided as part of the filtration building project. One (1) ADA parking stall is included in the parking count which satisfies ADA requirements. All parking is surface parking, rather than parking structures or subterranean lots.

11) *Drainage,*

The project shall comply with City requirements for Low Impact Development and will collect stormwater runoff in an on-site infiltration basin. The proposed filtration building will not result in inter-lot or "cross drainage" on adjacent properties.

12) *Intensity of land use,*

The site has served as a beverage manufacturer since the 1980s. The addition of the filtration building is not projected to have a significant impact on existing streets. The proposed use is consistent with the General Plan designation of Industrial/Business Park and Zoning designation of M-2 (Heavy Manufacturing), as well as, adjacent land uses.

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

Per IMC Subsection 17.70.010(B)(2), any new improvements or new buildings that are less than thirty percent (30%) of the total existing floor area within a corporate campus are exempt from design review, subject to the discretion of the Planning Commission or City Council. The proposed filtration building will be one (1%) percent of the total beverage manufacturer facility's floor area. The IBY is an existing campus built in 1980 and consists of approximately 983,235 square feet of office, production, and warehouse uses, which have all been constructed in a utilitarian industrial style. Since the campus was built prior to the adoption of the Commercial and Industrial Design Guidelines, the campus was not designed in the desired Spanish mission style. The IMC allows for an exemption from the Commercial and Industrial Design Guidelines for corporate campuses that are planned, organized, and managed to function as a unified whole with common driveways, common parking, and common landscaping plan. In order for the existing campus to maintain its architectural character, the proposed filtration building is designed to match the industrial style for consistency. The exemption, as allowed via IMC Subsection 17.070.010(B)(2) will prevent the design of the addition from appearing out of place and detracting from the existing IBY.

Conditional Use Permit

- a. *That the site for the proposed use is adequate in size and shape.*

The proposed chemicals inside the filtration building is an ancillary part of the beverage manufacturing operations. The chemicals are used for cleaning and purification of equipment that is common in the food and beverage industry. The storage and use of the cleaning chemicals will be inside of two (2) separate eight thousand (8,000) gallon tanks, which will be housed within the proposed filtration building. The storage and use of the chemicals will utilize less than one thousand five hundred (1,500) square feet of the proposed filtration building. The proposed addition has been designed to accommodate the safe and secure storage and use of the chemicals.

- b. *That the site has sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use.*

Primary ingress and egress are provided via First Street. There are two driveways on First Street, one entrance is primarily used for passenger vehicle while the other gated entrance is used for freight and manufacturing vehicles. The proposed storage and use of the cleaning chemicals is not anticipated to result in an increase to truck or freight vehicle trips. The filtration building will

typically be expected to require a total of one (1) or two (2) employees per shift, with up to three (3) shifts during a twenty-four (24) hour period.

c. That the proposed use will not have an adverse effect upon adjacent property.

Adjacent properties will not be affected because the existing use will not be altered in any significant way. The storage and use of the cleaning chemicals within the proposed filtration building is an ancillary use to support the existing beverage manufacturing facility. The Hydrochloric Acid and Caustic Soda Liquid will be stored inside two (2) separate eight thousand (8,000) gallon steel tanks while the Poni Acid is stored in two (2) separate three hundred (300) gallon plastic storage tanks or totes. All chemicals will be stored in a safe and secure manner that is compliant with Los Angeles County Fire Department regulations. Based on the amount of peak usage, the Hydrochloric Acid tank would need to be filled once every two weeks and the Caustic Soda Liquid tank would need to be refilled about once every two months. The Poni Acid is used to clean pipes and one (1) three hundred (300) gallon tank would need to be refilled once every six (6) months. The storage and use of the cleaning chemicals is not expected to generate additional traffic or freight vehicle trips and the filtration building will not be visible from off-site views as it is screened from off-site views through landscaping. Therefore, the impact of the facility on the surrounding properties is expected to be insignificant.

3. The City, as the Lead Agency, determined that the project as proposed is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1; Existing Facilities), which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination of the CEQA Guidelines.

4. Based upon the substantial evidence and conclusions set forth herein above, the City Council hereby approves the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

5. This Resolution shall be effective upon adoption.

6. The Chief Deputy City Clerk shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 27th day of October 2021.

H. Manuel Ortiz, Mayor
City of Irwindale City Council

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-93-3305 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 27th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

RECUSE: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY COUNCIL RESOLUTION NO. 2021-93-3305

Site Plan and Design Review No. 04-2021

Conditional Use Permit No. 05-2021

Filtration Building

15801 First Street

Irwindale, CA 91706

A. GENERAL CONDITIONS

1. The use and improvements authorized by this Site Plan and Design Review Permit and Conditional Use Permit allow for the construction of the filtration building addition and the storage and use of cleaning chemicals at the existing beverage manufacturing campus at the address 15801 First Street (also known as Irwindale Brew Yard) as shown on the stamped approved drawing set dated October 21, 2021.
2. The Applicant shall agree and consent, in writing, to each and every condition of permit approval set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan & Design Review permit and Conditional Use Permit.
3. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the building plan set.
4. Plans for any proposed site improvements shall be submitted to the Los Angeles County Fire Department and City Building and Safety Division for review and approval prior to the issuance of Building Permits.
5. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.
6. This Conditional Use Permit may be revoked for any violation of or noncompliance with any of these conditions or other codes, regulations or standards enforced by or beneficial to the City of Irwindale in accordance with IMC Section 17.80.140.
7. All graffiti shall be adequately and completely removed or painted over within 48 hours of such graffiti being affixed on any structure or fence at the site.
8. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Site Plan and Design Review Permit (DA) No. 04-2021 and Conditional Use Permit No. 05-2021. The City will promptly notify the permittee of

any such claim, action, or proceeding against the City and will cooperate fully in the defense.

9. The use and improvements authorized by this Site Plan and Design Review and Conditional Use Permit shall conform to the plans as finally approved by the City as conditioned herein, and any appreciable modification, as determined by the Community Development Director, shall require the prior approval of the Planning Commission pursuant to the amendments of these entitlements.
10. City inspectors shall have access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes.
11. The facility and use thereof shall be maintained in full compliance with all codes, standards, policies and regulations imposed by the City, County, State or Federal agencies with jurisdictions over the facility.
12. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permit for this project.
13. All appropriate practices shall be adopted to control dust, order and vermin.
14. Upon receipt of a complaint related to any Condition of Approval imposed by this Site Plan and Design Review Permit and Conditional Use Permit, the City shall notify the Applicant of the alleged violation, and the Applicant shall commence to cure within ten (10) days after the receipt of the notice.
15. The subject site shall be maintained free and clear of any accumulation of trash debris, waste, and combustible and/or flammable materials, other than the related materials specifically authorized under the Site Plan and Design Review Permit and Conditional Use Permit.
16. Upon termination of the authorized use for any reason, including abandonment of this use by the Applicant, for 180 consecutive days, or revocation by the City, all materials and equipment shall be removed from the site within 30 days after notice from the City, at the expense of the Applicant. If the Applicant does not remove all materials and equipment, the City shall be authorized to do so, and the Applicant shall pay all costs related to the removal process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The project shall substantially conform to the submitted plans date-stamped October 21, 2021, except as modified herein. Future modifications that are not in substantial conformance shall be reviewed by the Community Development Director, and may require modification of this approval subject to the provisions of IMC Section 17.70.060 "Expiration and Revisions" and IMC Section 17.80.160 "Modification."

2. The development authorized by this Site Plan and Design Review Permit shall have a Building Permit within one year of the date of permit approval. Thereafter, if the Building Permit has not been obtained, the Site Plan and Design Review approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension of Site Plan and Design Review approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the Planning Commission for determination.
3. This Site Plan and Design Review Permit and Conditional Use Permit shall authorize the construction of the approximate 9,907 square foot filtration building addition and the storage and use of cleaning chemicals at the existing beverage manufacturing campus.
4. The proposed addition and new landscaping shall largely conform in terms of material and color scheme on the plans submitted and date stamped October 21, 2021.
5. Per IMC Section 17.70.010, Subsection B.2, any alteration or addition of floor area less than thirty percent of existing floor area within an existing corporate campus, or similar development, is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable.
6. Alcohol manufacturing and rectifying uses shall be processed under a separate Conditional Use Permit.
7. Future exterior modification and/or additional square footage may be subject to the Commercial and Industrial Design Guidelines unless the City determines that any future exterior modification meets the requirements of IMC Subsection 17.70.010.
8. Landscaping shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible. Landscaping shall be provided as shown on the approved Conceptual Landscape and as modified pursuant to City Building Plan Check review of Precise Landscape and Irrigation plans.
9. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Director and the City Engineer. Vision clearance shall be maintained at all vehicle entrances and exits.
10. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines" and Subsection 5.4.2 "Irrigation Standards" of the COHSP.
11. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.

12. A six (6) inch horizontal concrete curb shall surround all landscaped planters.
13. The following invasive plants shall not be used in landscaping:
 - *Carpobrotus edulis* (ice plant)
 - *Hedera helix*, *H. Hibernica*, *H. canariensis* (English ivy, Irish ivy, Algerian ivy)
 - *Vinca Major* (periwinkle)
 - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
 - *Cortaderia selloana*, *C. jubata* and all cultivars and varieties (pampas grass)
 - *Retama monosperma*, *Genista monspessulana*, *Cytisus striatus*, *Cytisus scoparius*, and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
 - *Acacia Cyclops* (acacia or western coastal wattle)
 - *Myoporum laetum* (myoporum)
 - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
 - *Schinus terebinthifolius* (Brazilian pepper)
 - *Eucalyptus globules*, *E. camaldulensis* (eucalyptus, blue gum, and red gum)
14. The new landscaping shall be maintained in good condition and replaced in the event they die or become diseased.
15. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.
16. Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.
17. A chain link fence with green screening shall be installed and maintained around the perimeter of the site at all times during construction.
18. Cleaning chemicals to be stored and used to support the operation of the beverage manufacturing facility shall not exceed the following at any given time: 8,000 gallons of Hydrochloric Acid, 8,000 gallons of Caustic Soda Liquid, and 600 gallons of Poni Acid in two (2) separate 300 gallon totes. Any proposed expansion or intensification of the use shall be subject to a modification of this Conditional Use Permit.
19. Development Impact Fees, in the amounts currently established by the Irwindale City Council, shall be due prior or at the time of building permits issuance.
20. This project shall be subject to the City of Irwindale's utility tax.
21. The applicant must submit to the Community Development Department documentation from LACOFD Health Hazmat stating that their proposal (including plans and chemicals) have been reviewed and approved prior to the issuance of a City of Irwindale business license.

C. PUBLIC WORKS/ENGINEERING **STREETS**

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.
2. The owner/developer shall bear the full cost to remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter along the project frontage as directed by the Director of Engineering. Sidewalk and driveways to be reconstructed shall meet ADA standards.
3. Adequate "on-site" parking shall be provided per City requirements.
4. The owner/developer shall bear the full cost for the actual cost for the installation, replacement or modification of traffic control signs, striping and pavement markings required in conjunction with the development.

CITY UTILITIES

5. Storm drains, catch basins, connector pipes, and appurtenances for the site specific storm drain system shall be designed and constructed in accordance with Los Angeles County standards and the Director of Engineering's requirements. The owner/developer shall submit grading and drainage plans to the Director of Engineering for review and approval. The grading and drainage plans shall be prepared by a licensed civil engineer and comply with Los Angeles County grading permit requirements. A hydrology study shall be included with the drainage plan.
6. The owner/developer shall pay for the entire cost for the design, engineering construction, permitting and inspection of any upgrade to the water main and connections as required by the serving water company for the proposed development.
7. The owner/developer shall obtain a Storm Drain Connection Permit from the City of Irwindale and/or Los Angeles County Flood Control District for connection(s) to the existing storm drain system, if required.
8. The owner/developer shall pay for the entire cost for the design, engineering construction, permitting and inspection of any new and/or upgrade to any existing Fire Hydrant as required by the Los Angeles County Fire Department.
9. All existing buildings shall be connected to the sanitary sewers.

TRAFFIC

10. A pedestrian easement shall be provided anywhere deemed necessary by the Director of Engineering to meet sidewalk and/or driveway ADA requirements.

11. An Easement Agreement for all easements (e.g., reciprocal access; surface drainage; utilities, etc.) shall be prepared and shall be executed and recorded in the Office of the Los Angeles County Recorder. Such agreements and any CC&Rs shall be subject to the approval of the City Attorney.

SEWER MAINTENANCE FEES

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

MISCELLANEOUS

13. A grading plan shall be submitted for grading/drainage approval to the Director of Engineering. The owner shall pay grading/drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plans under the current City of Irwindale adopted Building Codes at the time of submittals.
14. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project or, if applicable, a Notice of Non-Applicability from the State Water Resources Control Board (SWRCB) and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" or the 85th percentile storm event, whichever is greater, of runoff from all storm events and to control peak-flow discharges.
15. Any changes to the site plan shall be reviewed and approved by the Community Development Director and Director of Engineering.

E. BUILDING AND SAFETY

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

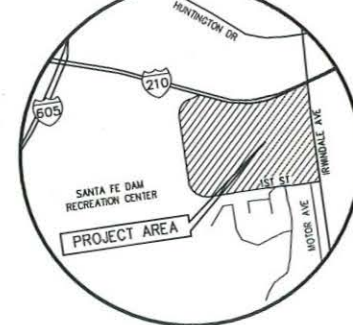
2. The applicant shall submit site, floor, elevation plans that include all Life & Safety and Accessibility requirements as required by the current Los Angeles County Building Code for any proposed improvements to the existing facility.

F. FIRE DEPARTMENT

1. Any tenant improvements and new construction shall comply with all Los Angeles County Fire Code.

ATTACHMENT "B"

IRWINDALE BREW YARD BUILDING 30 - FILTRATION BUILDING



IRWINDALE
BREW YARD

IRWINDALE
BREW YARD

VICINITY MAP
NOT TO SCALE

BUILDING 30 -
FILTRATION
BUILDING

15801 1ST STREET
IRWINDALE, CA 91706

Date Issued For
06/07/21 SITE PLAN REVIEW
08/31/21 SITE PLAN REVIEW

JOB ADDRESS:

IBY, LLC
15801 1ST STREET
IRWINDALE, CA 91706

SOIL ENGINEER/GEOLOGIST:

GECON WEST, INC.
15520 ROCKFIELD BLVD., SUITE J
IRVINE, CA 92618
ATTN: JOHN STAPLETON
TEL: 949-491-6570

ARCHITECT

HED
550 S HOPE STREET, SUITE 2500
LOS ANGELES, CA 90071

PROPERTY OWNER:

IBY PROPERTY OWNER, LLC
110 E HOUSTON ST. 3RD FL
SAN ANTONIO, TX 78205
ATTN: ADAM SHER

CIVIL ENGINEER:

PSOMAS
555 SOUTH FLOWER STREET, SUITE 4300
LOS ANGELES, CA 90071
ATTN: DAVID I. BROTCHE, PE
TEL: (949)378-8778

LEGAL DESCRIPTION
SEE SHEET 630-03-1001

BASIS OF BEARING
THE BASIS OF BEARING FOR THIS SURVEY IS
THE CENTERLINE OF IRWINDALE AVENUE,
WHICH BEARS NORTH 01°12'15" EAST, PER
GPS COORDINATE OBSERVATIONS, CALIFORNIA
COORDINATE SYSTEM, ZONE 5 NAD 83 (EPOCH
2017.50)

DESCRIPTION OF WORK:
SITE PREPARATION AND UTILITIES FOR PROPOSED GRAY
BOX BUILDING STRUCTURE.

SITE PLAN DATA
LOT COVERAGE RATIO = 8.66%
LANDSCAPE COVERAGE RATIO = 28%

SURVEY DATA

LINE	BEARING	DELTA	DISTANCE
L1	86° 12' 30" W	86° 12' 30"	110.20
C2	40° 00' 00" E	17° 16' 30"	118.00
C3	144° 00' 00" E	07° 42' 30"	99.75
C4	300° 00' 00" E	07° 50' 30"	114.00
L5	86° 12' 30" W	10° 57' 22"	58.54
C6	280° 00' 00" E	10° 57' 22"	58.54

PARKING SPACES

TOTAL EXISTING PARKING SPACES	PARKING REQUIRED SPACES BASED ON 9,907 SF BUILDING	ADDITIONAL PARKING SPACES PROVIDED	TOTAL PARKING SPACES
935	5	6	941

FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE
X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY
PANEL NOS. 06037C1200E, 06037C1415E, AND
06037C1420E, EACH OF WHICH BEARS AN EFFECTIVE
DATE OF 09/26/2008 AND IS/IS NOT IN A SPECIAL
FLOOD HAZARD AREA.

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CITY OF IRWINDALE
COMMUNITY DEVELOPMENT

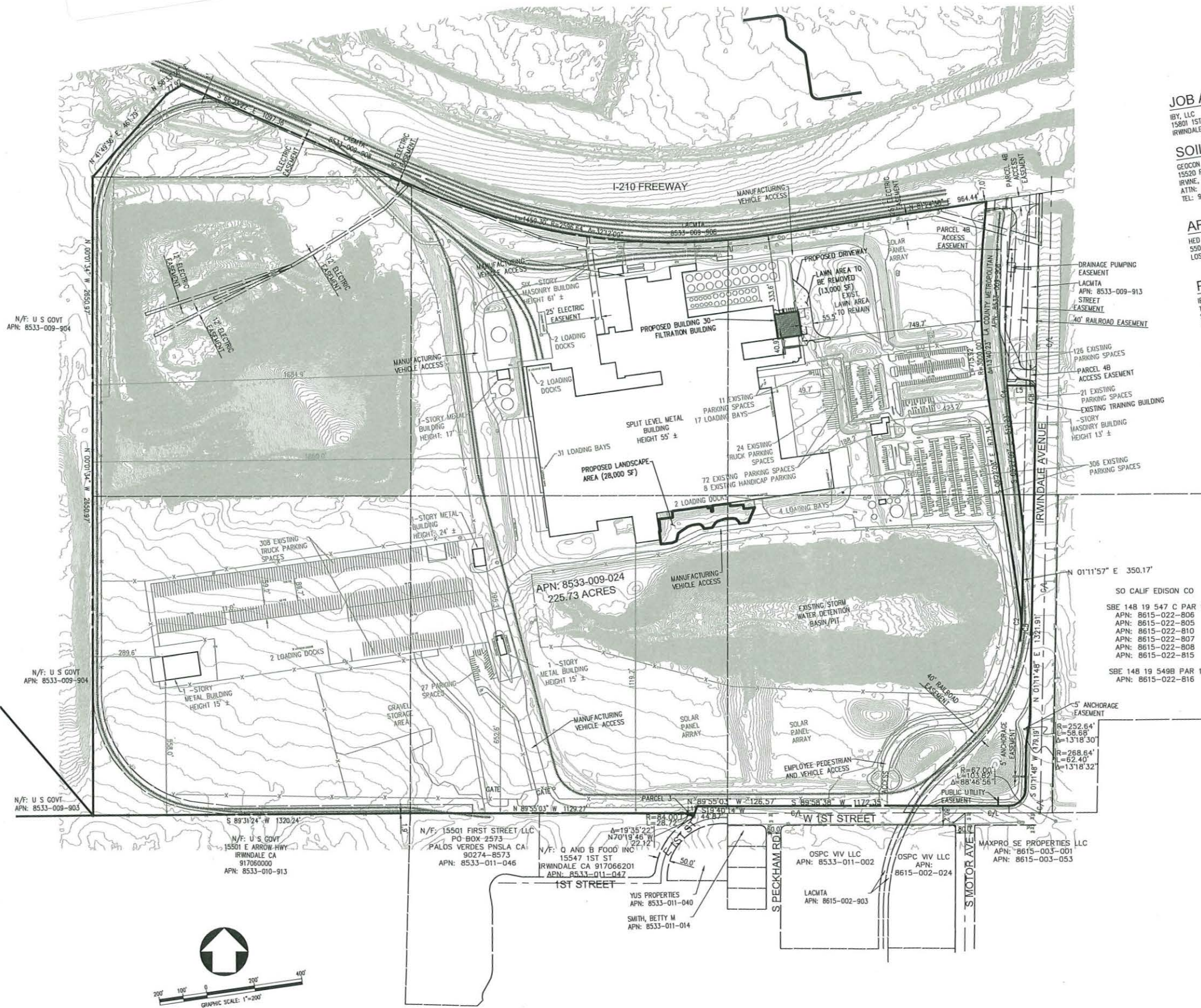
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SEAL
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OVERALL SITE
PLAN

630-03-1000



IRWINDALE BREW YARD

BUILDING 30 - FILTRATION BUILDING



IRWINDALE
BREW YARD

BUILDING 30 -
FILTRATION
BUILDING

15801 1ST STREET
IRWINDALE, CA 91706

Date	Issued For
06/07/21	SITE PLAN REVIEW
08/31/21	SITE PLAN REVIEW

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2021-07640-000

LEGAL
DESCRIPTION

630-03-1001

LEGAL DESCRIPTION:

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

PARCEL 1:

PARCEL A, AS SHOWN ON CERTIFICATE OF COMPLIANCE, AS EVIDENCED BY DOCUMENT RECORDED AS DECEMBER 20, 1984 AS INSTRUMENT NO. 84-1485507 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY AS FOLLOWS:

LOTS 1, 2, 3, 8, 9, 13 AND 14 OF MAP OF SUBDIVISION NO. 2 AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOTS 2, 3, 8 AND 14 LYING NORTHERLY OF THE SOUTHERLY BOUNDARY OF THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY'S RIGHT OF WAY (100 FEET WIDE).

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LOTS 9 AND 13 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 9; THENCE SOUTH 89 DEGREES 58' 03" WEST 137.25 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 9; THENCE NORTH 19 DEGREES 33' 20" EAST 31.84 FEET TO A LINE PARALLEL WITH AND NORTHERLY 30.00 FEET FROM SAID SOUTHERLY LINE OF SAID LOT 9; THENCE NORTH 89 DEGREES 58' 03" EAST ALONG SAID PARALLEL LINE TO THE EASTERLY LINE OF SAID LOT 13; THENCE ALONG SAID EASTERLY LINE OF SAID LOT 13 TO THE SOUTHEASTERLY CORNER OF SAID LOT 13; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 13 TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM PARCELS A, B, C, D, E, AND F DESCRIBED AS EXCEPTIONS IN THE DEED TO MILLER BREWNG COMPANY, RECORDED OCTOBER 26, 1977 AS INSTRUMENT NO. 77-1188027, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THOSE PORTIONS THEREOF DESCRIBED AND SHOWN AS PARCELS 1 AND 2, AS GRANTED TO THE CITY OF IRWINDALE IN A DOCUMENT ENTITLED "CORPORATION GRANT DEED", RECORDED NOVEMBER 6, 1997 AS INSTRUMENT NO. 97-1768831, OFFICIAL RECORDS

EXCEPT THEREFROM THE ABOVE DESCRIBED LAND, THAT PORTION OF SAID LAND SHOWN AS PARCEL B IN CERTIFICATE OF COMPLIANCE, A COPY OF WHICH IS RECORDED DECEMBER 20, 1984 AS INSTRUMENT NO. 84-1485507, OFFICIAL RECORDS.

PARCEL 2:

PARCEL B, AS SHOWN ON CERTIFICATE OF COMPLIANCE, AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 20, 1984 AS INSTRUMENT NO. 84-1485507 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY AS FOLLOWS:

THAT PORTION OF LOTS 1, 2, 3, AND 9 OF MAP OF SUBDIVISION NO. 2 AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN BOOK 43 PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND, 35.00 FEET IN WIDTH, THE SOUTHERLY, SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89 DEGREES 58' 03" EAST 260.00 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 9 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 58' 03" WEST 260.00 FEET ALONG SAID SOUTHERLY LINE TO SAID SOUTHWEST CORNER; THENCE SOUTH 89 DEGREES 24' 15" WEST 746.19 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 83 DEGREES 26' 35" WEST 141.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 490.84 FEET; NORTHWESTERLY 713.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83 DEGREES 18' 14" TO A POINT OF TANGENCY WITH THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 08' 21" WEST 1954.90 FEET ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF SAID LOT 2 TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 490.84 FEET; THENCE NORTHERLY 358.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 51' 20" TO A POINT OF TANGENCY WITH THE NORTHWESTERLY LINE OF SAID LOT 3; THENCE NORTH 41 DEGREES 42' 59" EAST 31.94 FEET ALONG SAID NORTHWESTERLY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 490.84 FEET; THENCE NORTHEASTERLY 406.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 26' 37" TO THE SOUTHWESTERLY LINE OF ATCHISON, TOPEKA & SANTA FE RAILROAD RIGHT OF WAY, 100.00 FEET IN WIDTH, AS SHOWN ON SAID MAP.

THE SOUTHEASTERLY LINE OF SAID STRIP TO BE PROLONGED OR TERMINATE NORTHEASTERLY IN SAID SOUTHWESTERLY LINE.

PARCEL 3:

PARCEL A OF PARCEL MAP NO. 15170, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 155 PAGES 67 TO 69 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4A:

THAT PARCEL GRANTED IN THE DEED TO MILLER BREWER COMPANY RECORDED MARCH 17, 1978 AS INSTRUMENT 78-284922 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 14 OF MAP OF SUBDIVISION NO. 2 AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 14 SHOWN AS PARCEL 1 ON A STATE HIGHWAY RELINQUISHMENT MAP RECORDED IN STATE HIGHWAY MAP BOOK NO. 10, PAGE 19, APRIL 21, 1972, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND STATE, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY OF IRWINDALE AVENUE (100 FEET WIDE) AS DESCRIBED IN THAT CERTAIN DEED TO THE COUNTY OF LOS ANGELES, RECORDED MARCH 4, 1954 IN BOOK 43989 PAGE 299, OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING NORTHERLY OF THE SOUTHERLY BOUNDARY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S RIGHT OF WAY (100 FEET WIDE)

EXCEPTING FROM PARCELS 1, 2, 3 AND 4A: THOSE PORTIONS OF LOT 14 OF SUBDIVISION NO. 2 AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 OF PAGE 94 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONDEMNED BY JUDGEMENT AND FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 19, 2014 AS INSTRUMENT NO. 20141386873 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY, 100 FEET WIDE, AS SHOWN ON SHEET 1 OF THE COUNTY SURVEYOR'S MAP NO. B-481, IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY, AND THE WESTERLY LINE OF IRWINDALE AVENUE, 100 FEET WIDE, AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED MARCH 4, 1954 AS INSTRUMENT NO. 1995, IN BOOK 43989 PAGE 299 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE S01° 12'16"W 854.54 FEET TO A POINT OF CURSP WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 292.00 FEET, RADIAL LINE TO SAID POINT BEARS S88° 47'44"E; THENCE LEAVING THE AFOREMENTIONED WESTERLY LINE, NORTHWESTERLY ALONG A EASTERLY LINE OF THE LAND GRANTED TO MILLER BREWING COMPANY DESCRIBED IN THE DEED RECORDED DECEMBER 20, 1977 AS INSTRUMENT NO. 77-1399029 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 58'21" AN ARC LENGTH OF 55.92 FEET; THENCE N50° 55'48"W 40.73 FEET; THENCE N88° 47'44"W 84.82 FEET TO A POINT IN THE WESTERLY LINE OF PARCEL "1C" OF FINAL ORDER OF CONDEMNATION RECORDED JULY 29, 1968 AS INSTRUMENT NO. 3408, IN BOOK D-4082 PAGE 240 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3000.00 FEET, A RADIAL LINE TO SAID POINT BEARS S85° 56'28"W; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF PARCEL "1C" AND SAID CURVE THROUGH A CENTRAL ANGLE OF 09° 22'22" 490.73 FEET; THENCE N05° 18'48"E 212.71 FEET TO A POINT IN THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 44.00 FEET, A RADIAL LINE TO SAID POINT BEARS N37° 50'33"E; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 53'09" AN ARC LENGTH OF 28.33 FEET; THENCE N05° 18'48"E 39.76 FEET TO A POINT HEREINAFTER DESCRIBED AS A POINT "A"; SAID POINT BEING ON SAID SOUTHERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY; THENCE ALONG SAID SOUTHERLY LINE N81° 27'27"E 137.60 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCING AT THE AFOREMENTIONED POINT "A"; THENCE ALONG SAID SOUTHERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD S81° 27'27"W 49.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE S05° 18' 48" W 39.14 FEET; THENCE S81° 27'17"W 25.84 FEET TO A POINT IN THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 370.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 35'14" A DISTANCE OF 10.25 FEET; THENCE N05° 18' 48" E 39.29 FEET TO SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE N81° 27'27"E 36.05 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4B:

ACCESS EASEMENTS AS SET FORTH IN DOCUMENT ENTITLED INGRESS AND EGRESS EASEMENTS AGREEMENT RECORDED DECEMBER 31, 2014 AS INSTRUMENT NO. 20141430217 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

N SHED

W

IRWINDALE BREW YARD BUILDING 30 - FILTRATION BUILDING



IRWINDALE
BREW YARD

BUILDING 30 -
FILTRATION
BUILDING

15801 1ST STREET
IRWINDALE, CA 91706

Date Issued For
06/07/21 SITE PLAN REVIEW
08/31/21 SITE PLAN REVIEW

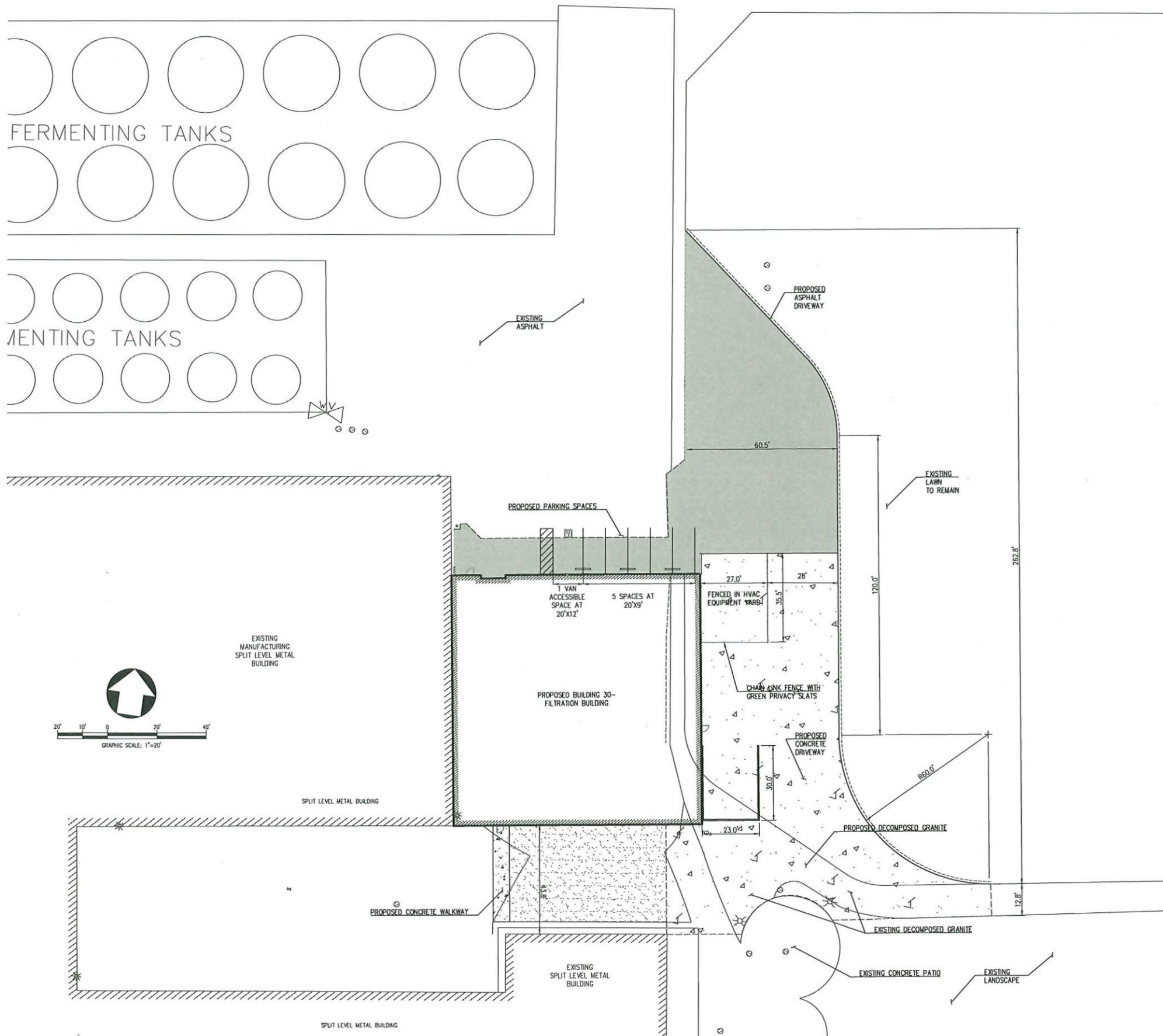
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2021-07840-000

SITE PLAN

630-03-1002



IRWINDALE BREW YARD BUILDING 30 - FILTRATION BUILDING



IRWINDALE
BREW YARD

BUILDING 30 -
FILTRATION
BUILDING

15801 1ST STREET
IRWINDALE, CA 91706

Date Issued For
06/07/21 SITE PLAN REVIEW
08/31/21 SITE PLAN REVIEW

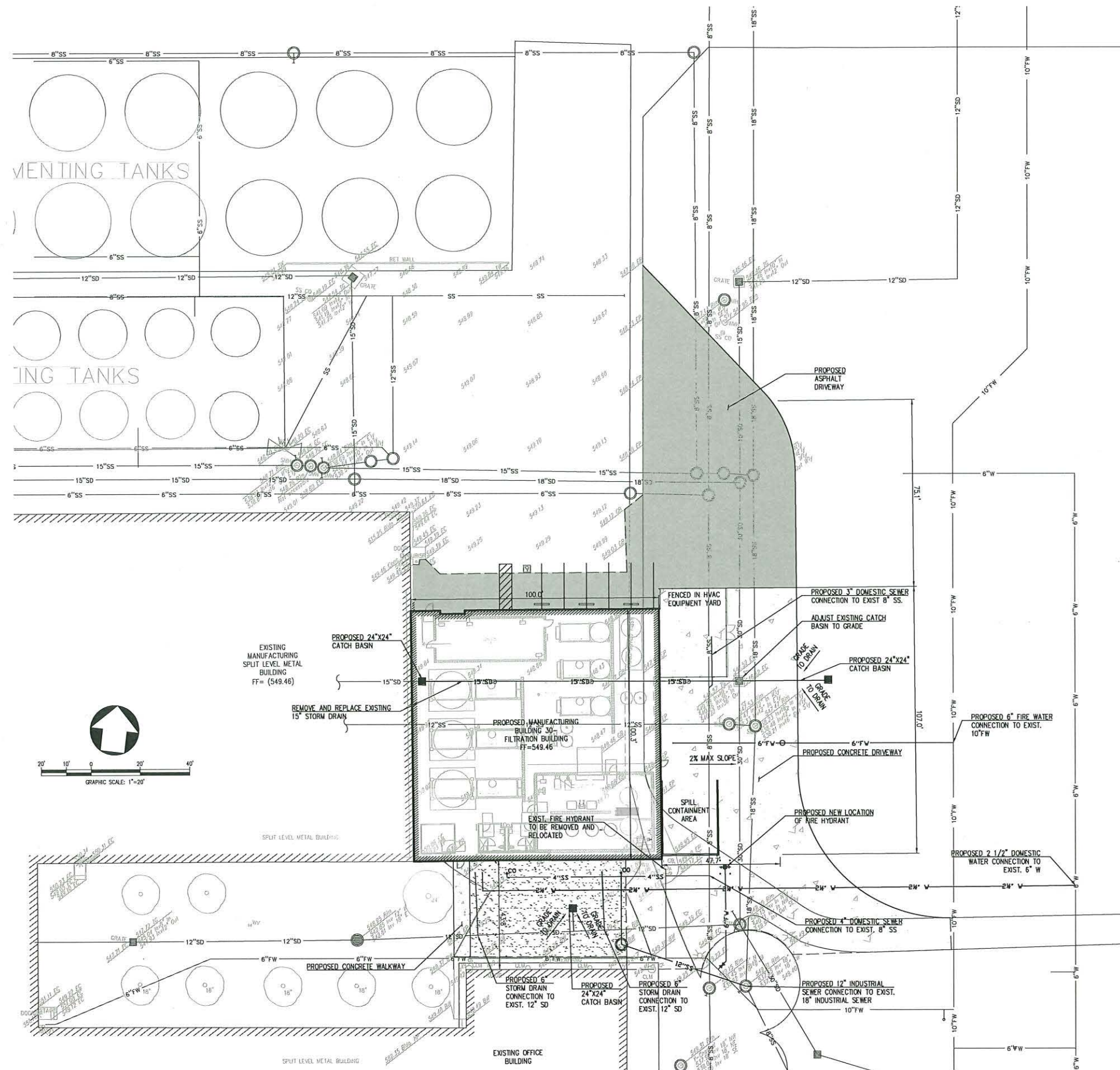
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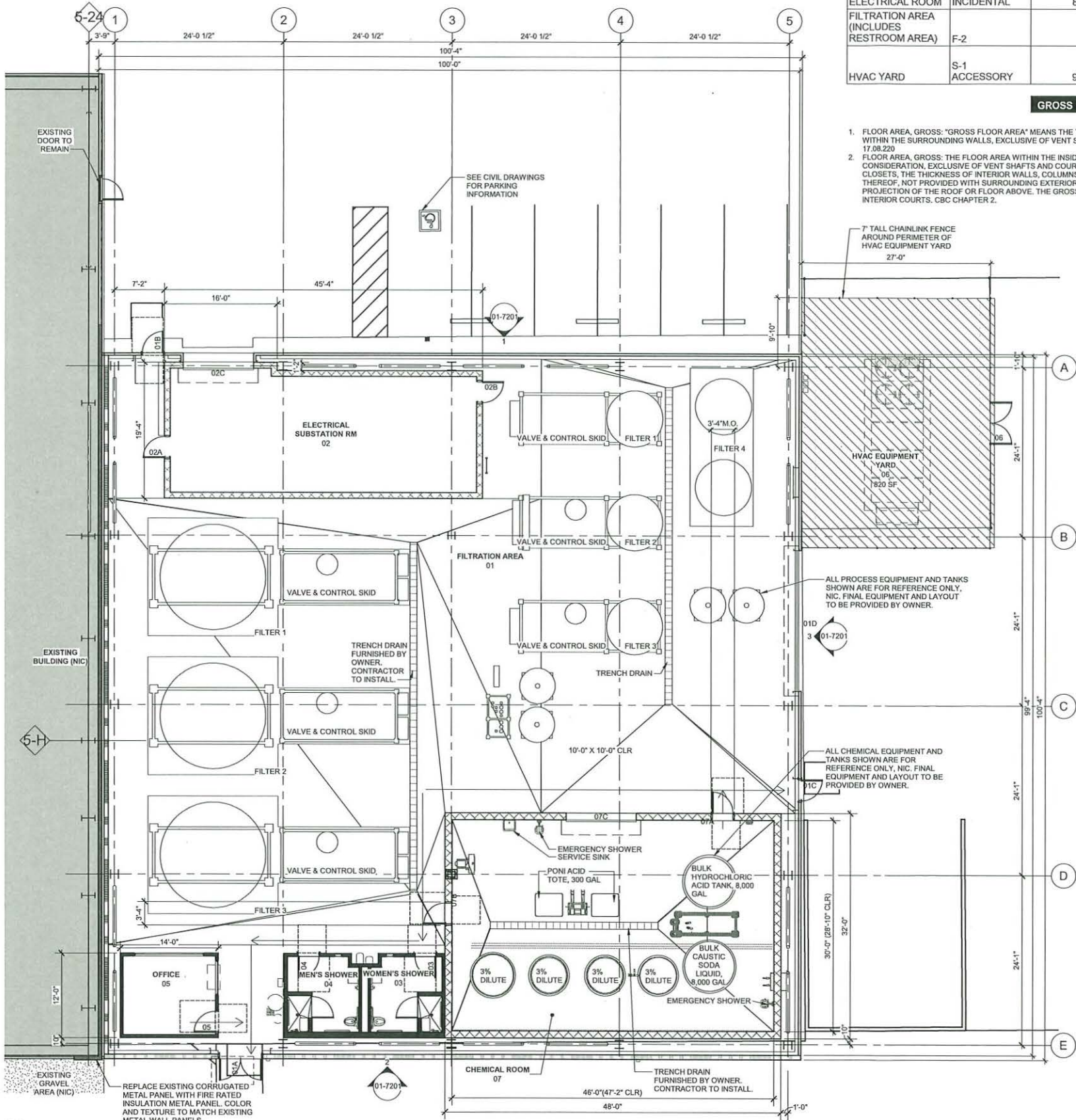
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2021-07840-000

CONCEPTUAL
GRADING AND
UTILITY PLAN

630-03-1003





1 LEVEL 1 PLAN - OVERALL
1/8" = 1'-0"

OCCUPANCY GROUPS				
ROOM	OCC GROUP	ACCESSORY/ INCIDENTAL TO MAIN	AREA (SF)	INCLUDED IN GROSS FLOOR AREA
		AREA		
OFFICE	B			
CHEMICAL ROOM	ACCESSORY H-4	1.59% N/A	158 1,457	X X
ELECTRICAL ROOM	F-2			
FILTRATION AREA (INCLUDES RESTROOM AREA)	INCIDENTAL F-2	8.12% N/A	804 7,488	X X
HVAC YARD	S-1 ACCESSORY	9.86%	977	
GROSS FLOOR AREA			9,907 SF	

- FLOOR AREA, GROSS: "GROSS FLOOR AREA" MEANS THE TOTAL HORIZONTAL AREA OF ALL THE FLOORS IN A BUILDING INCLUDED WITHIN THE SURROUNDING WALLS, EXCLUSIVE OF VENT SHAFTS AND COURTS, IRVINDALE MUNICIPAL CODE TITLE 17 - ZONING, 17.08.220
- FLOOR AREA, GROSS: THE FLOOR AREA WITHIN THE INSIDE PERIMETER OF THE EXTERIOR WALLS OF THE BUILDING UNDER CONSIDERATION, EXCLUSIVE OF VENT SHAFTS AND COURTS, WITHOUT DEDUCTION FOR CORRIDORS, STAIRWAYS, RAMPS, CLOSETS, THE THICKNESS OF INTERIOR WALLS, COLUMNS OR OTHER FEATURES. THE FLOOR AREA OF A BUILDING, OR PORTION THEREOF, NOT PROVIDED WITH SURROUNDING EXTERIOR WALLS SHALL BE THE USABLE AREA UNDER THE HORIZONTAL PROJECTION OF THE ROOF OR FLOOR ABOVE. THE GROSS FLOOR AREA SHALL NOT INCLUDE SHAFTS WITH NO OPENINGS OR INTERIOR COURTS, CBC CHAPTER 2.

- FLOOR PLAN NOTES
- SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
 - BASLINE ELEVATION LEVEL 01 = 0'-0" = 549'.46'.

- FLOOR PLAN LEGEND
- EXISTING - NIC
 - LANDSCAPE
 - NEW STRUCTURAL GRID LINE
 - EXISTING STRUCTURAL GRID LINE
 - DOOR MARK
 - NEW DOOR
 - 5'-0" TO DOOR OPENING - TYP (UON)
 - EXISTING DOOR TO REMAIN
 - HWSA
 - PARTITION TYPE (SEE PARTITION TYPES ON SHEET A-571)
 - ROOM NAME
 - ROOM NAME & NUMBER
 - FLOOR DRAIN (FD)
 - TRENCH DRAIN (TD)
 - F.E.C.
 - FIRE EXTINGUISHER CABINET

- WALL LEGEND
- EXISTING NON-RATED PARTITION
 - NON-RATED PARTITION
 - CMU
 - EXTERIOR WALL - INSULATED METAL PANEL

FOR REFERENCE ONLY
NOT FOR CONSTRUCTION



IRVINDALE
BREW YARD

BUILDING 30 -
FILTRATION
BUILDING

15801 1ST STREET
IRVINDALE, CA 91706

Date Issued For
6/7/2021 SITE PLAN REVIEW

HED

550 South Hope Street
Suite 2500
Los Angeles, California
90071 USA
(213) 542-4500

WWW.HED.DESIGN

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2021-07840-000

BLDG 30 FLOOR
PLAN

630-01-7101



IRWINDALE
BREW YARD

BUILDING 30 -
FILTRATION
BUILDING

15801 1ST STREET
IRWINDALE, CA 91706

Date Issued For

HED

550 South Hope Street
Suite 2500
Los Angeles, California
90071 USA

(213) 542-4500

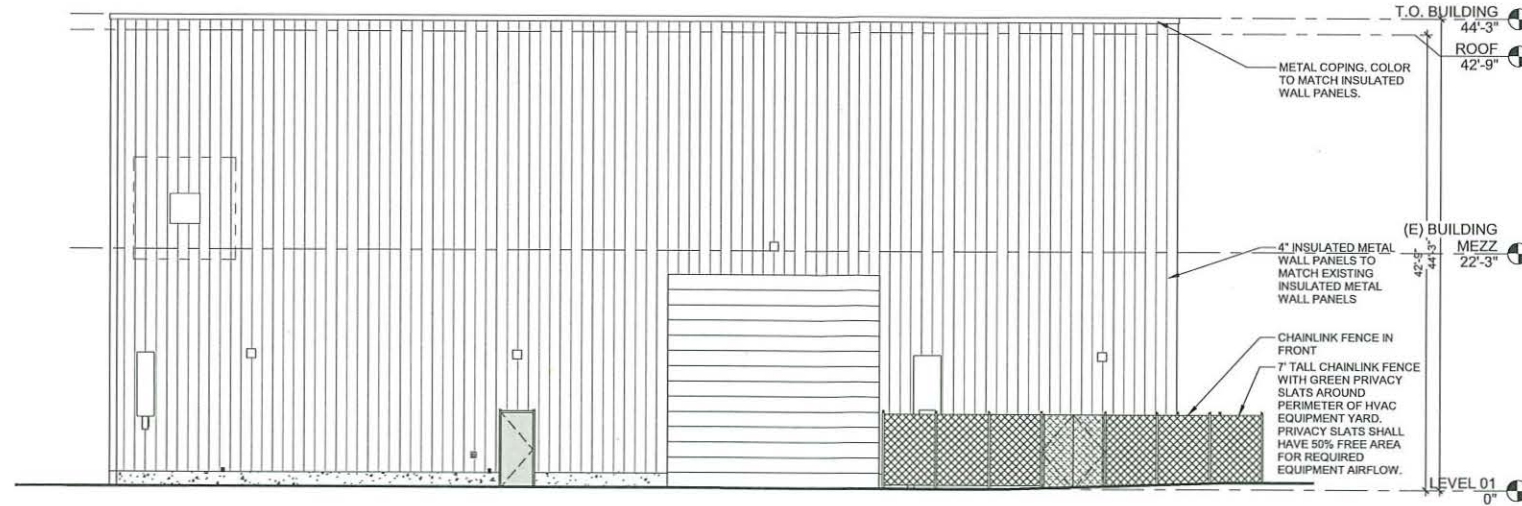
WWW.HED.DESIGN

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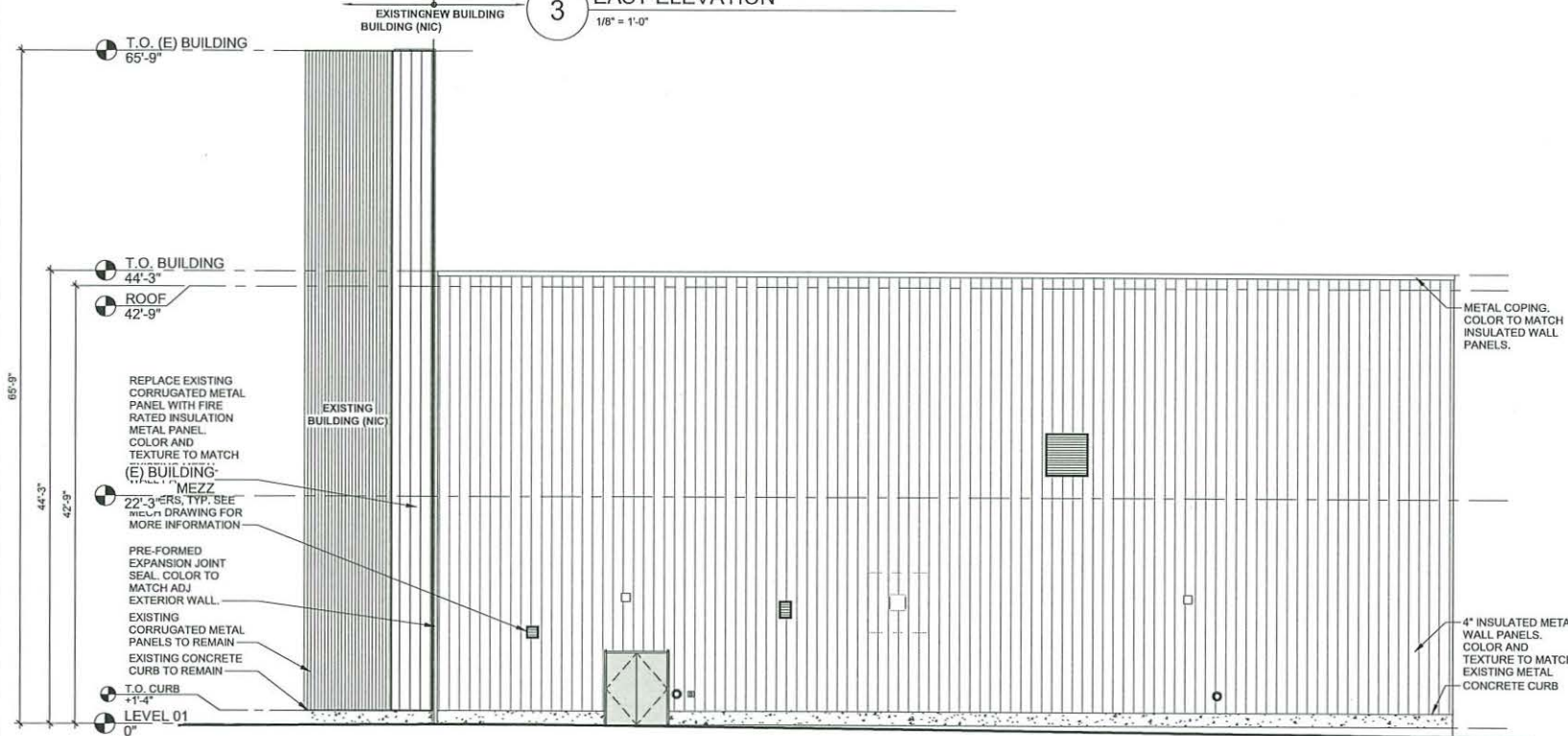
2021-07840-000

EXTERIOR
ELEVATIONS

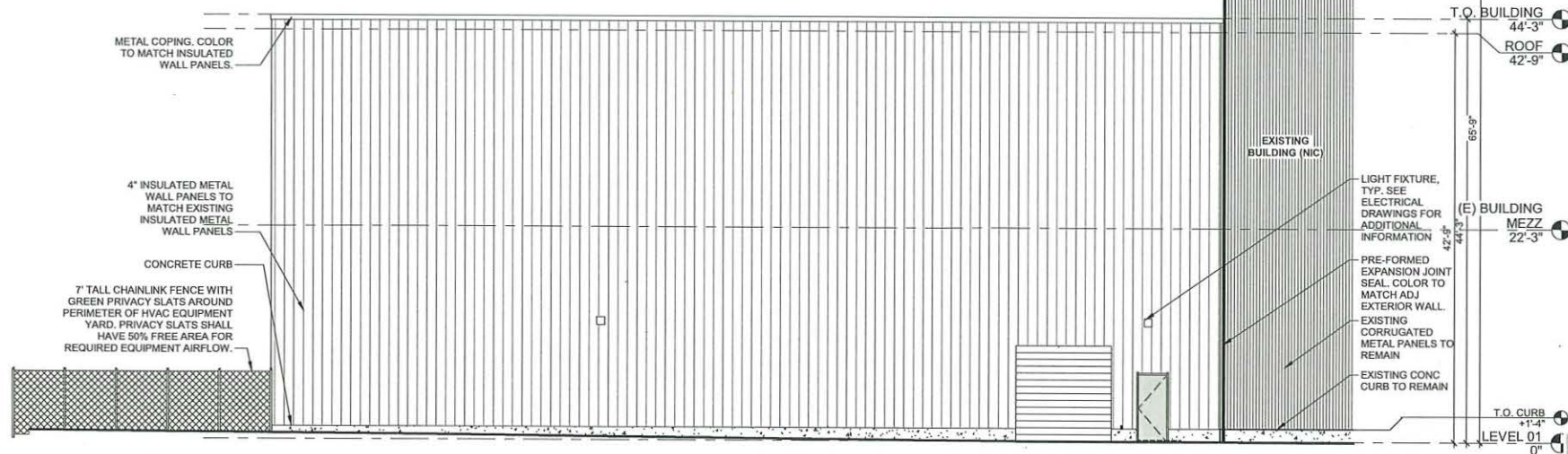
630-01-7201



3 EAST ELEVATION
1/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"

FOR REFERENCE ONLY
NOT FOR CONSTRUCTION

SITE NOTES:

1. MATERIALS TESTING AND COMPACTION SPECIFICATIONS SHALL BE IN ACCORDANCE WITH APWA SPECIFICATIONS AND REQUIREMENTS. SUBMIT TEST REPORTS OR CERTIFICATES TO OWNER.
2. MATERIALS AND INSTALLED WORK SHALL REQUIRE TESTING. PROJECT MANAGER SHALL INSTRUCT CONTRACTOR WITH RESPECT TO THE QUANTITY TYPE AND FREQUENCY OF TESTS TO BE MADE ON PRODUCTS PRIOR TO PLACEMENT. OWNER SHALL PAY THE COST OF INITIAL INSPECTIONS, NORMAL CYLINDER TESTS, ETC. IF ANY TEST RESULT FAILS TO MEET SPECIFICATIONS, RE-TESTING OR SUPPLEMENTAL TESTS WILL BE REQUIRED. SUCH TESTS, INCLUDING RE-TESTING OF REJECTED MATERIALS FOR INSTALLED WORK SHALL BE DONE AT CONTRACTORS EXPENSE.
3. OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PORTIONS OF SHOP DRAWINGS OR CONSTRUCTION AND PLACEMENT OF ELEMENTS NOT IN COMPLIANCE WITH DESIGN INTENT OR STANDARDS OUTLINED IN DESIGN DRAWINGS WITHOUT PRIOR APPROVAL AT CONTRACTORS EXPENSE.
4. CRACKING SHIFTING OR DAMAGED CONCRETE SHALL BE REPLACED AT CONTRACTORS EXPENSE PRIOR TO ACCEPTANCE OF WORK.
5. CONTRACTOR SHALL PROVIDE ALL GUARANTEES IN WRITING AND WORDS AS APPROVED BY OWNERS REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK.
6. PROJECT MANAGER SHALL INSTRUCT CONTRACTOR WITH RESPECT TO THE QUANTITY TYPE AND FREQUENCY OF SITE INSPECTIONS TO BE MADE ON WORKMANSHIP, PERFORMANCE AND QUALITY OF WORK, PRODUCTS AND MATERIALS PRIOR, DURING AND AFTER TO PLACEMENT. OWNER SHALL PAY THE COST OF INITIAL INSPECTIONS. IF ANY INSPECTION IDENTIFIES FAILURES OR DEFICIENCIES TO MEET SPECIFICATIONS, RE-INSPECTIONS OR SUPPLEMENTAL TESTS OR REJECTIONS SHALL BE REQUIRED. SUCH INSPECTIONS, INCLUDING RE-TESTING OF REJECTED MATERIALS OR REPLACEMENT OF PRODUCTS MATERIALS OR WORKMANSHIP FOR INSTALLED WORK SHALL BE DONE AT CONTRACTORS EXPENSE.

GENERAL NOTES:

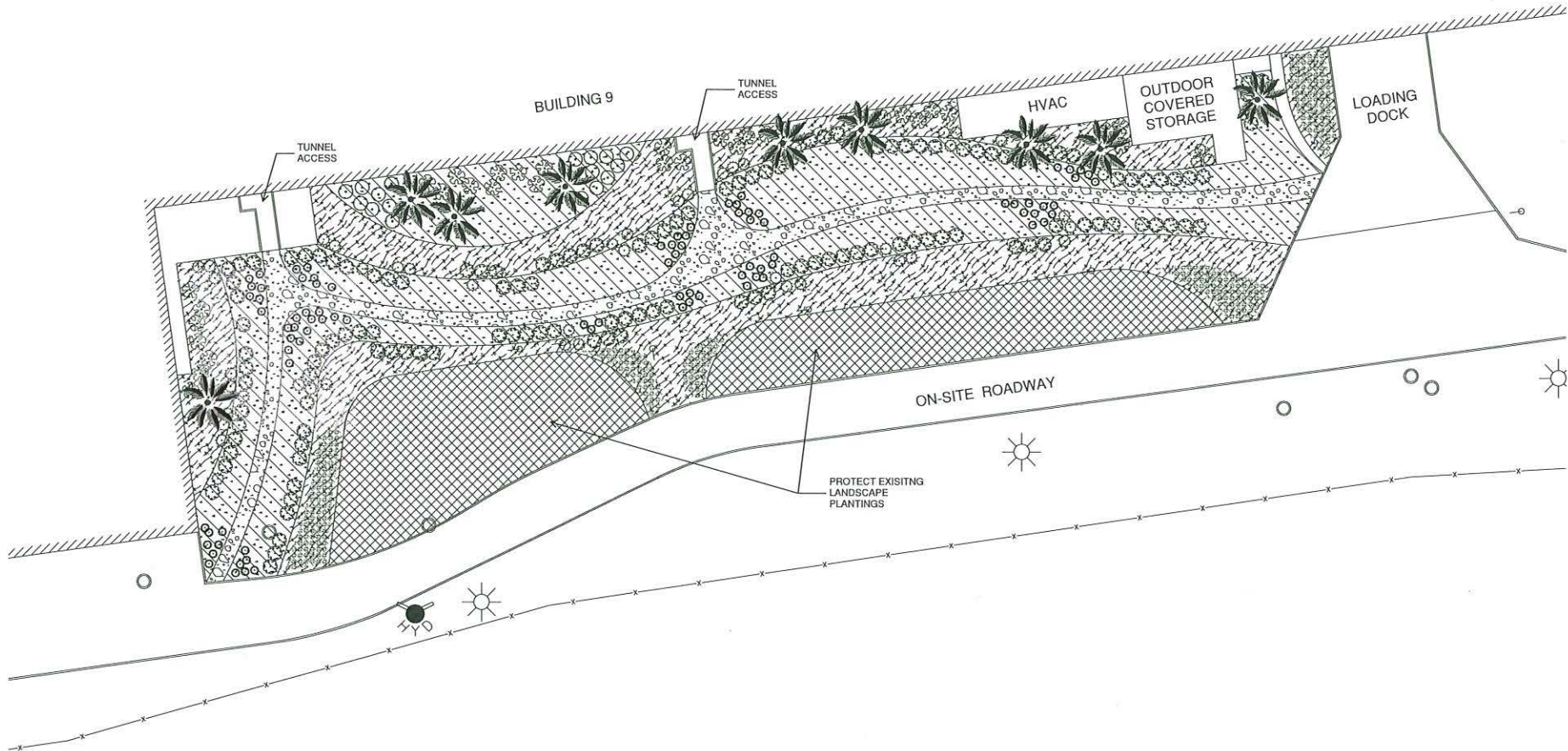
1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT & MATERIAL QUANTITIES. THE SCHEDULE IS INTENDED AS A REFERENCE ONLY. SEE ENLARGED PLANTING PLANS FOR SHRUB AND PLANT LOCATIONS. QUANTITIES IN SCHEDULE ARE ESTIMATES ONLY.
2. OWNER AND/OR LANDSCAPE ARCHITECT IS TO APPROVE ALL LANDSCAPE MATERIALS PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS. OWNER AND OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT LANDSCAPE MATERIALS INCLUDING PLANTS THROUGHOUT THE CONSTRUCTION PERIOD.
3. PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
4. A SPECIMEN OF EACH PLANT TYPE SHALL REMAIN MARKED WITH THE ORIGINAL NURSERY TAG/IDENTIFYING LABEL UNTIL FINAL INSPECTION. TAGS/LABELS SHALL INDICATE SPECIES, SIZE AND NURSERY SOURCE. CONTRACTOR SHALL PROVIDE THE OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT DELIVERY TICKETS FOR ALL PLANT MATERIALS DELIVERED TO THE SITE.
5. APPLY TOPSOIL IN ALL PLANTING AREAS. A SOIL TEST SHALL BE DONE TO VERIFY QUALITY. CONTRACTOR TO AMEND TOP SOIL AS NECESSARY FROM SOIL REPORT TO COMPLY WITH ACCEPTABLE SOIL STANDARDS AND SPECIFICATIONS. SEE SPECIFICATIONS FOR DEPTH OF TOP SOIL.
6. THE LANDSCAPE & IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THEY OBTAIN ANY & ALL DRAWINGS, SPECIFICATIONS, CHANGE ORDERS & AS-BUILDS APPLICABLE TO CONTRACTORS SCOPE OF WORK PRIOR TO & DURING CONSTRUCTION ON SITE. CONFLICTING OR VAGUE INFORMATION SHALL BE NOTED AND SUBMITTED TO OWNER AND LANDSCAPE ARCHITECT FOR CLARIFICATION.
7. ALL PLANT GROUPING WITHIN NATURALIZED AREA ARE TO BE IRRIGATED AND MAINTAINED DURING THE CONSTRUCTION AND ESTABLISHMENT PERIOD. ALL EXISTING PLANTS ARE TO BE PROTECTED AND REPLACED AT CONTRACTORS EXPENSE IF DAMAGED OR DESTROYED.
8. CONTRACTOR IS RESPONSIBLE TO REPLACE ALL DAMAGED NEW & EXISTING LANDSCAPE, INCLUDING BUT NOT LIMITED TO ALL PLANTS, TOPSOIL, WEED BARRIER, CURBING, WALKS, ETC.
9. CONTRACTOR SHALL TIE ALL PROPOSED LANDSCAPE MATERIALS WITH EXISTING INCLUDING BUT NOT LIMITED TO ALL PLANTS, TOPSOIL, WEED BARRIER, CURBING, WALKS, ETC.
10. CONTRACTOR TO REVIEW COMPLETE CONSTRUCTION DOCUMENTS FOR THE ENTIRE PROJECT INCLUDING, BUT NOT LIMITED TO, PROGRAM SPECIFICATIONS, GEOTECHNICAL REPORTS, CIVIL PLAN SET, ARCHITECTURAL PLAN SET (INCLUDING STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL PLANS), AND ANY OTHER SHOP DRAWINGS OR SUBMITTALS PERTINENT TO, OR THAT IMPACTS, THE CONTRACTORS SCOPE OF WORK. DISCREPANCIES SHALL BE BROUGHT IMMEDIATELY TO THE GENERAL CONTRACTOR TO GENERATE A REQUEST FOR CLARIFICATION/INFORMATION TO BE DISTRIBUTED TO THE ENGINEER/ARCHITECT OF RECORD.
11. CONTRACTOR SHALL CAREFULLY STUDY AND INSPECT CIVIL AND ARCHITECTURAL PLANS BASED ON FINAL AS-BUILTS DRAWING AND VISUALLY INSPECT MAKE ON-SITE ADJUSTMENTS TO LANDSCAPE BASED OF FINAL DIMENSIONS AND LAYOUTS OF SITE AND BUILDINGS. PROVIDE A UNIT PRICE CREDIT FOR ANY PLANTS, AREA, OR PORTIONS OF THE LANDSCAPE OMITTED.
12. ANY PORTIONS OF THE LANDSCAPE NOT SHOWN OR CLEARLY IDENTIFIED BY THE LANDSCAPE CONSTRUCTION DOCUMENTS SHALL BE IDENTIFIED, AND A REQUEST FOR INFORMATION AND OR CHANGE ORDER SHALL BE SUBMITTED TO OWNERS REPRESENTATIVE TO ADDRESS.

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS BEFORE CONSTRUCTION.
2. CONTRACTOR SHALL ADHERE TO ALL LOCAL, STATE, AND/OR FEDERAL LAWS PERTAINING TO THE PROJECT'S WORK.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL CONSTRUCTION ELEMENTS WITH OTHER TRADES PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH THE LOCATION OF UNDERGROUND SERVICES AND IMPROVEMENTS.
4. THE CONTRACTOR SHALL EXAMINE THE SITE AND FULLY DETERMINE THE CONDITIONS UNDER THIS CONTRACT. NO ALLOWANCE WILL BE MADE FOR FAILURE OF BIDDERS TO ASCERTAIN ALL ASPECTS OF THE PROJECT.
5. PRIOR TO DIGGING, EXCAVATION, OR UNDERGROUND WORK, CONTRACTOR SHALL LOCATE THEIR WORK AND PROTECT EXISTING UTILITIES AND SUBSURFACE SYSTEMS. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIR AND EXPENSES INCURRED TO UTILITIES THAT BECOME DAMAGED AS A RESULT OF HIS WORK.
6. CONTRACTOR SHALL INSPECT WITH OWNER'S REPRESENTATIVE ALL PAVEMENT, SIDEWALK AND CURB DEFECTS PRIOR TO BEGINNING WORK. ALL HARDSCAPE SHALL BE RE-INSPECTED DURING FINAL INSPECTION. ANY DAMAGED AREAS SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE QUANTITIES AND MATERIALS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE OWNER/LANDSCAPE ARCHITECT ACTUAL AMOUNTS REQUIRED FOR FINISHED INSTALLATION.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GRADES AS ESTABLISHED BY THE PROJECT ENGINEER. RUNOFF AND DRAINAGE FLOWS SHALL NOT BE ALTERED OR IMPEDED.
9. THE CONTRACTOR SHALL FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, EMPLOYEE AND SUBCONTRACTOR SUPERVISION FOR IT'S PORTION OF THE PROJECT TO IMPLEMENT PLANS AND SPECIFICATIONS.
10. THE CONTRACTOR ASSUMES ALL RISKS IN THE PERFORMANCE OF THE WORK AND RESPONSIBILITY FOR LOSS AND EXPENSE RESULTING FROM ON-SITE INJURY.
11. THE CONTRACTOR IS RESPONSIBLE FOR SUPERVISION, SAFETY, ADMINISTRATION, SCHEDULING, COORDINATION AND MANAGEMENT OF SUBCONTRACTORS.
12. THE CONTRACTOR SHALL PROTECT ALL PERSONS NEAR OR ON THE PREMISES FROM UNREASONABLE RISK OF INJURY. PROVIDE WARNING SIGNS, LIGHTS, BARRICADES, RAILINGS, FLAGMEN OR OTHER NECESSARY SAFEGUARD.
13. OWNER / LANDSCAPE ARCHITECT INSPECTIONS SHALL NOT BE DEEMED SUPERVISION OR CONTROL OF CONSTRUCTION BY CONTRACTOR OR SUBCONTRACTORS.
14. ALL CONTRACTS SHALL BE WRITTEN DIRECTLY BETWEEN CONTRACTOR AND OWNER. SPECIFIC TERMS OF WORK SHALL BE NEGOTIATED DIRECTLY BETWEEN PARTIES.
15. OWNER / LANDSCAPE ARCHITECT SHALL REVIEW SHOP DRAWINGS, PRODUCT DATA AND SAMPLES SUBMITTED BY THE CONTRACTOR FOR THE SOLE PURPOSE OF COMPLIANCE WITH THE DESIGN CONCEPT AND WITH INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. OWNER AND LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR CHANGES THAT HAVE NOT BEEN REVIEWED AND AUTHORIZED IN WRITING.
16. WHERE TWO OR MORE REQUIREMENTS CREATE OVERLAPPING CONDITIONS, CONFLICTING MINIMUMS OR LEVELS OF QUALITY, ALL OR THE MORE STRINGENT REQUIREMENTS OR THE HIGHER QUALITY LEVEL IS INTENDED, AND SHALL BE ENFORCED. CONFLICTING REQUIREMENTS SHALL BE REFERRED TO THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE WHOSE INTERPRETATION WILL BE FINAL.
17. WALKS AND PLANTERS SHOWN ON LANDSCAPE PLANS ARE FOR LAYOUT REFERENCE ONLY. REFER TO CIVIL PLANS FOR HORIZONTAL AND VERTICAL CONTROL.
18. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THE MOST CURRENT PLANS & SPECIFICATIONS ARE USED & CONVEYED TO ALL SUB-CONTRACTORS AS APPLICABLE.
19. PLANT MATERIAL SHALL BE BID AND INSTALLED, AS SPECIFIED UNLESS UNAVAILABLE, AT WHICH TIME THE OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT SHALL BE NOTIFIED IN WRITING OF ANY PROPOSED SUBSTITUTIONS OR DELAYS. WRITTEN APPROVAL BY THE OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT OF ANY REQUESTED CHANGE IS REQUIRED PRIOR TO ANY DEVIATION FROM THE APPROVED PLAN SET.
20. THERE SHALL BE NO ADDITIONS, DELETIONS, OR SUBSTITUTIONS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNERS REPRESENTATIVE. COSTS OR CREDITS ASSOCIATED WITH CHANGES SHALL BE DISCLOSED AT TIME OF REQUEST.

IRRIGATION NOTES:

PER CITY CODE SECTION 15.30.030(A), THE ESTIMATED APPLIED WATER USE ALLOWED FOR LANDSCAPE AREA MAY NOT EXCEED THE MAWA CALCULATED USING AN ET ADJUSTMENT FACTOR OF 0.7, EXCEPT FOR THE PORTION OF THE MAWA APPLICABLE TO ANY SPECIAL LANDSCAPE AREAS WITHIN THE LANDSCAPE PROJECT, WHICH MAY BE CALCULATED USING AN ETAF OF 1.0. WHERE THE DESIGN OF THE LANDSCAPE CAN BE SHOWN TO BE EQUIVALENTLY WATER EFFICIENT, THE APPLICANT WILL SUBMIT ALTERNATIVE OR ABBREVIATED INFORMATION SUPPORTING THE DEMONSTRATION THAT THE ANNUAL EAWU IS LESS THAN THE MAWA, AT THE DISCRETION OF AND REVIEW AND APPROVAL OF THE CITY.



- LANDSCAPE DEMOLITION = 13,000 SF +/-
- NEW LANDSCAPE AREA = 28,000 SF +/-
- NET ADDITIONAL AREA = 15,000 SF +/-



SITE LOCATION
NOT TO SCALE

PLANT SCHEDULE IRWINDALE BREWERY					
PALM TREES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
	PHO CAN	Phoenix canariensis / Canary Island Date Palm	36" Box	B&B	
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
	ARC CLR	Arctostaphylos x coloradensis / Mock Bearberry Manzanita	5 gal		
	CAL CAL	Callianta californica / Red Baja Fairy Duster	5 gal		
	COT LOW	Cotoneaster dammeri 'Lowfast' / Lowfast Bearberry Cotoneaster	5 gal		
GRASSES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
	BOU BLO	Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama	1 gal.		
SUCCULENTS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
	YUC ULR	Yucca pallida 'Blue Powder' / Blue Powder Yucca	5 gal		
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SPACING
	CIS DNN	Cistus x hybridus 'Dunnevis' / Little Miss Sunshine White Rockrose	4"	Pot	12" o.c.

REFERENCE NOTES SCHEDULE	
SYMBOL	DESCRIPTION
	EXISTING PLANTS AND LANDSCAPE TO REMAIN AND BE PROTECTED.
SYMBOL	ROCK
	DESCRIPTION
	DECOMPOSED GRANITE FOR WALKING PATH
	DECORATIVE ROCK MULCH 1
	DECORATIVE ROCK MULCH 2

LANDSCAPE CONTRACTOR ACKNOWLEDGMENT:
I HAVE REVIEWED THE FULL PLAN SET AND READ THE NOTES AND SPECIFICATIONS, INCLUDING THE GENERAL NOTES ON THE MASTER DRAWING SET.

BY: _____ DATE: _____
COMPANY: _____ TITLE: _____

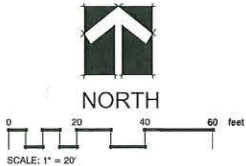


IRWINDALE
BREW YARD

BUILDING 30 -
FILTRATION
BUILDING

15801 1ST STREET
IRWINDALE, CA 91706

Date Issued For
06/07/21 SITE PLAN REVIEW
08/31/21 SITE PLAN REVIEW



PSOMAS

555 South Flower Street, Suite 4200
Los Angeles, CA 90071
(213) 223-1400 (213) 223-1444 fax
www.psomas.com

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2021-07840-000

OVERALL
LANDSCAPE
PLAN AND
NOTES



CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION



Date: September 15, 2021 **Agenda Item No. 3-A**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, Community Development Director

Project Planner: Lisa Chou, Associate Planner

Project: Site Plan and Design Review (DA) No. 04-2021
Conditional Use Permit No. 05-2021
New Filtration Building

Applicant: Paul Garry, PSOMAS, on behalf of IBY, LLC

Property Owner: IBY, LLC

Project Location: 15801 1st Street (APN: 8533-009-021, -024, and -907)



Staff Recommendation: That the Planning Commission adopt Resolution No. 807 (21) finding the project categorically exempt from the California Environmental Quality Act (CEQA) and recommending that the City Council approve Site Plan and Design Review (DA) No. 04-2021 and Conditional Use Permit No. 05-2021, subject to the proposed Conditions of Approval.

REQUEST

The Applicant is requesting a Site Plan and Design Review (DA) 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 1st Street.

BACKGROUND/HISTORY

Irwindale Brew Yard (IBY), an existing beverage manufacturing campus, was originally owned by Molson Coors and manufactured beers like Coors Light, Miller Lite, and Miller High Life. The forty (40) year old facility ceased production in September 2020. The sale of Molson Coor's Irwindale brewery property to IBY, a subsidiary of Pabst Brewing Company was completed November 2020. Once operational, IBY will be the largest full-service, low-alcohol beverage contract production facility in the western United States.

GENERAL PLAN AND ZONING

The site is designated in the General Plan as Industrial/Business Park and zoned M-2 (Heavy Manufacturing). The site is surrounded by the following zones and uses:

Direction	Existing Land Use	Zoning District
North	Industrial	Reliance II Specific Plan
South	Industrial	M-2 Heavy Manufacturing
East	Industrial	M-2 Heavy Manufacturing
West	Santa Fe Dam Recreation Area	A-1 Agricultural

ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301 (Class 1; Existing Facilities) of the CEQA Guidelines. The project is an addition to the existing building and will not result in an increase of more than 10,000 square feet. The project is not located in an environmentally sensitive area. If action is taken to approve the project, a Notice of Exemption (NOE) will be filed with the Los Angeles County Clerk Recorder. The NOE is on file at the Community Development Department and available for review by the public.

PROJECT DESCRIPTION

The subject property is approximately two hundred twenty-six (226) acres, the proposed Filtration Building will abut the existing beverage manufacturing facility. The proposed addition will house two (2) independent four (4) stage filtration systems as well as two (2) eight thousand (8,000) gallon tanks and two (2) three hundred (300) gallon tanks of cleaning chemicals and associated equipments. The filtration system will filter malted beer in support of the existing beverage manufacturing facility. The proposed Filtration Building will consolidate accessory equipments and cleaning chemicals without reconfiguring existing equipment and improve efficiency of facility operations.

Per the Irwindale Municipal Code (IMC) Subsection 17.70.010(B)(2), any new improvements or new buildings that are less than thirty percent (30%) of the total existing floor area within a corporate campus are exempt from design review, subject to the discretion of the Planning Commission or City Council. The proposed Filtration Building will be one (1%) percent of the total beverage manufacturer facility floor area. The IBY is an existing campus consisting of approximately 983,235 square feet of office, production, and warehouse uses, which have all been constructed in an utilitarian industrial style. The proposed Filtration building will match the industrial style of the existing manufacturing facility.

Design Guidelines

The IBY is an existing campus built in 1980 and consists of approximately 983,235 square feet of office, production, and warehouse uses, which have all been constructed in a utilitarian industrial style. Since the campus was built prior to the adoption of the Commercial and Industrial Design Guidelines, the campus was not designed in the desired Spanish mission style. The IMC allows for an exemption from the Commercial and Industrial Design Guidelines for corporate campuses that are planned, organized, and managed to function as a unified whole with common driveways, common parking, and common landscaping plan. In order for the existing campus to maintain its architectural character, the proposed Filtration building is designed to match the industrial style for consistency. The exemption, as allowed via IMC Subsection 17.070.010(B)(2) will prevent the design of the addition from appearing out of place and detracting from the existing IBY.

The cleaning chemicals to be stored and used to support the facility are Hydrochloric Acid, Caustic Soda Liquid, and Poni Acid. The Hydrochloric Acid and Caustic Soda Liquid will be stored inside two (2) separate eight thousand (8,000) gallon steel tanks while the Poni Acid is stored in two (2) separate three hundred (300) gallon plastic tanks. All chemicals will be stored in a safe and secure manner that is compliant with Los Angeles County Fire Department regulations. The facility will use approximately four thousand five hundred (4,500) gallons of Hydrochloric Acid and one thousand (1,000) gallons of Caustic Soda Liquid per week. The Hydrochloric Acid and Caustic Soda Liquid are used in the cleaning process of the filtration systems and feed into the filtration system through pipes in the Filtration Building. The chemicals will be refilled as they empty through delivery trucks. Based on the amount of peak usage, the Hydrochloric Acid tank would need to be refilled once every two weeks and the Caustic Soda Liquid tank would need to be refilled about once every two months. The Poni Acid is used to clean pipes and one (1) three hundred (300) gallon tank would need to be refilled once every six (6) months.

Parking

Based on the IMC Chapter 17.64, the minimum required additional parking spaces needed is five (5) spaces and six (6) spaces will be provided.

Existing Square Footage	Manufacturing Category	Formula	Proposed Addition	Spaces Required	Spaces Provided
983,235 SF	100,000 SF and above	1 parking space/ 2,000 square feet	9,907 SF	5	6

ANALYSIS

Site Plan and Design Review (DA)

Before the Site Plan and Design Review is approved, the applicant must show, to the satisfaction of the Planning Commission and the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below.

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

The proposed project is located on a site with a General Plan land use designation of Industrial/Business Park and M-2 (Heavy Manufacturing) zoning. The proposed addition of the nine thousand nine hundred and seven (9,907) square foot building is for filtration of malted beer and to store cleaning chemicals in support of the existing beverage manufacturing operation. The existing facility is approximately two hundred and twenty-six (226) acres and the proposed addition which increases the overall lot coverage by one tenth of one percent (0.1%) will not exceed the maximum one-to-one floor area ratio. The proposed project complies with all Zoning Code development standards established for the M-2 (Heavy Manufacturing) zone with respect to land use, building height, and landscaping, and meets the zoning code requirements for parking.

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

The project is not subject to any redevelopment plan, regulations of any community redevelopment agency, or any executed owner's participation agreement or disposition and development agreement.

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

- a) Facilities and improvements,

The proposed Filtration Building will be located within the interior of the existing beverage manufacturing campus and is screened from off-site views through landscaping. Development Impact Fees have been calculated via total square footage and using industrial land use factors. Fees are due at the time of building permit issuance.

- b) Pedestrian and vehicular ingress, egress, and internal circulation

The proposed project is served by existing improved roadways and utilities and does not require the construction or installation of additional public improvements to serve the project. The proposed project will not change existing ingress and egress to and from the site onto existing roadways or public sidewalks. The internal circulation will also largely remain the same.

c) Setbacks

The project has been designed to comply with the required minimum setbacks for the M-2 (Heavy Manufacturing) zone. The proposed Filtration Building is setback approximately two thousand one hundred (2,100) feet from the adjacent A-1 (Agricultural) zone and 1,000 feet from the adjacent M-2 (Heavy Manufacturing) zone.

d) Height of buildings

There is no limit to building height in the M-2 (Heavy Manufacturing) zone. The proposed height of the Filtration Building is approximately forty-four (44) feet, which is shorter than the existing building of approximately sixty-six (66) feet and nearby fermenting tanks measuring sixty-one (61) feet.

e) Signs

No new signs are proposed for the Filtration Building.

f) Mechanical and utility service equipment

Rooftop vent stacks and air exhaust ducts will be located away from the roofline perimeter to limit visibility of the equipment. Heating, ventilation, and air conditioning equipment to support the equipment within the Filtration Building are proposed to be located along the easterly wall. The proposed ground mounted HVAC equipment will be fully fenced and screened with a seven (7) foot high chain link fence, which complies with M-2 (Heavy Manufacturing) zone requirements. All equipment that is surface level will be placed so as not to impede any vehicular or pedestrian travel including Americans with Disabilities Act (ADA) access. Noise that is created by any mechanical equipment must comply with the noise standards of Chapter 9.28 "Noise Regulation."

g) Landscaping

The landscaping requirement has been met through considered choices of planting appropriate to the location, building type, and building scale. There will be twenty-eight thousand (28,000) square feet of drought-tolerant planting to replace the thirteen thousand (13,000) square foot reduction of lawn area due to the proposed addition.

h) Grading

The project has been designed to take advantage of the existing topography, thus reducing grading activities on site. Precise grading plans will be prepared to address building specific needs.

i) Lighting

All lighting is designed to complement the structure and oriented to properly illuminate the site as not to create "dark pockets" that could support nefarious activities or spill onto other properties, creating a nuisance.

j) Parking

IMC Subsection 17.64.030(L) "Manufacturing uses" requires one (1) parking space for each three hundred and fifty (350) square feet for the first ten thousand (10,000) square feet of gross floor area, one (1) parking space for each five hundred (500) square feet for the next forty thousand (40,000) square feet of gross floor area, one (1) space for each one thousand (1,000) square feet for the next fifty thousand (50,000) square feet of gross floor area, and one (1) space for each two thousand (2,000) square feet for all floor area over one hundred thousand (100,000) square feet of gross floor area. Based on the proposed square footage of nine thousand nine hundred and seven (9,907) for manufacturing, five (5) parking stalls are required and six (6) will be provided. It is anticipated that one (1) or two (2) employees will be needed per shift, up to three (3) shifts during a twenty-four (24) hour period. The anticipated employees can be easily accommodated with the six (6) proposed additional parking spaces to be provided as part of the Filtration Building project and within the existing employees parking lots on the site. One (1) ADA parking stall is included in the parking count which satisfies ADA requirements. All parking is surface parking, rather than parking structures or subterranean lots.

k) Drainage

The project shall with comply City requirements for Low Impact Development and will collect stormwater runoff in an on-site infiltration basin. The proposed Filtration Building will not result in inter-lot or "cross drainage" on adjacent properties.

l) Intensity of land use

The site has served as a beverage manufacturer since the 1980s. The addition of the Filtration Building is not projected to have a significant impact on existing streets. The proposed use is consistent with the General Plan designation of Industrial/Business Park and Zoning designation of M-2 (Heavy Manufacturing), as well as, adjacent land uses.

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

Per IMC Subsection 17.70.010(B)(2), any new improvements or new buildings that are less than thirty percent (30%) of the total existing floor area within a corporate campus are exempt from design review, subject to the discretion of the Planning Commission or City Council. The proposed Filtration Building will be one (1%) percent of the total beverage manufacturer facility's floor area. The IBY is an existing campus built in 1980 and consists of approximately 983,235 square feet of office, production, and warehouse uses, which have all been constructed in a utilitarian industrial style. Since the campus was built prior to the adoption of the Commercial and Industrial Design Guidelines, the campus was not designed in the desired Spanish mission style. The IMC allows for an exemption from the Commercial and Industrial Design Guidelines for corporate campuses

that are planned, organized, and managed to function as a unified whole with common driveways, common parking, and common landscaping plan. In order for the existing campus to maintain its architectural character, the proposed Filtration building is designed to match the industrial style for consistency. The exemption, as allowed via IMC Subsection 17.070.010(B)(2) will prevent the design of the addition from appearing out of place and detracting from the existing IBY.

Conditional Use Permit

IMC Subsection 17.80.030(27) provides that "[a]ll uses which involve the use, sale or storage of any materials classified as toxic or hazardous by either the federal or state government as a substantial part of the total use shall require a CUP, as shall the parking or storage of vehicles used to carry such materials."

Before any Conditional Use Permit is granted, the applicant must show, to the satisfaction of the Planning Commission and the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis shown:

- A. That the site for the proposed use is adequate in size and shape.

The proposed chemicals inside the Filtration Building are an ancillary part of the beverage manufacturing operations. The chemicals are used for cleaning and purification of equipment that is common in the food and beverage industry. The storage and use of the cleaning chemicals will be inside of two (2) separate eight thousand (8,000) gallon tanks, which will be housed within the proposed Filtration Building. The storage and use of the chemicals will utilize less than one thousand five hundred (1,500) square feet of the proposed Filtration Building. The proposed addition has been designed to accommodate the safe and secure storage and use of the chemicals.

- B. That the site has sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use.

Primary ingress and egress are provided via First Street. There are two driveways on First Street, one entrance is primarily used for passenger vehicle while the other gated entrance is used for freight and manufacturing vehicles. The proposed storage and use of the cleaning chemicals is not anticipated to result in an increase to truck or freight vehicle trips. The Filtration Building will typically be expected to require a total of one (1) or two (2) employees per shift, with up to three (3) shifts during a twenty-four (24) hour period.

- C. That the proposed use will not have an adverse effect upon adjacent property.

Adjacent properties will not be affected because the existing use will not be altered in any significant way. The storage and use of the cleaning chemicals within the proposed Filtration Building is an ancillary use to support the existing beverage manufacturing facility. The Hydrochloric Acid and Caustic Soda Liquid will be stored inside two (2) separate eight thousand (8,000) gallon steel tanks while the Poni Acid is stored in two (2) separate three hundred (300) gallon plastic tanks. All

chemicals will be stored in a safe and secure manner that is compliant with Los Angeles County Fire Department regulations. Based on the amount of peak usage, the Hydrochloric Acid tank would need to be filled once every two weeks and the Caustic Soda Liquid tank would need to be refilled about once every two months. The Poni Acid is used to clean pipes and one (1) three hundred (300) gallon tank would need to be refilled once every six (6) months. The storage and use of the cleaning chemicals is not expected to generate additional traffic or freight vehicle trips and the Filtration Building will not be visible from off-site views as it is screened from off-site views through landscaping. Therefore, the impact of the facility on the surrounding properties is expected to be insignificant.

The proposed general conditions for the CUP are attached as Exhibit "A" to Resolution No. 807(21).

CONCLUSION

It is recommended that the Planning Commission take the following action:

1. Adopt Resolution No. 807(21) recommending that the City Council approve Site Plan and Design Review (DA) No. 04-2021 and Conditional Use Permit No. 05-2021, subject to the proposed Conditions of Approval.

Alternative Actions:

2. Request that staff prepare a resolution of denial based on recommended Findings of Fact to be brought back at the next regularly scheduled Planning Commission meeting for adoption; OR
3. Request that the applicant revise the project and continue the hearing to a date certain.

ATTACHMENTS

Exhibit A: Resolution No. 807(21) with Conditions of Approval
Exhibit B: Project Plans

RESOLUTION NO. 807(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING CITY COUNCIL APPROVAL OF SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2021 AND CONDITIONAL USE PERMIT NO. 05-2021 FOR THE CONSTRUCTION OF ONE (1) NEW $\pm$ 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 (APN: 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 CEQA PURSUANT TO SECTION 15301 (CLASS 1; EXISTING FACILITIES).

A. RECITALS.

- (i) Paul Garry from PSOMAS, on behalf of Irwindale Brew Yard (IBY, LLC), has made a request for the approval of a Site Plan and Design Review (SP&DR)(DA) and a Conditional Use Permit (CUP) pursuant to Sections 17.70 and 17.80 of the Irwindale Municipal Code (IMC), for construction of an addition to the existing beverage manufacturing campus and storage and use of cleaning chemicals therein.
- (ii) The Subject Property is zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject application shall be referred to as the "Application."
- (iii) The City, as the Lead Agency, has determined that, pursuant to the California Environmental Quality Act (CEQA), which lists classes of projects determined not to have a significant effect on the environment and are therefore, categorically exempt from the provisions of CEQA; the proposed Project is categorically exempt pursuant to Section 15301 (Existing Facilities); and a Notice of Exemption (Class 1) has been prepared.
- (iv) Built in 1980, the beverage manufacturing campus was originally owned by Molson Coors and ceased production in September 2020.
- (v) The sale of Molson Coor's Irwindale brewery property to IBY, a subsidiary of Pabst Brewing Company was completed November 2020.
- (vi) On September 15, 2021, the Irwindale Planning Commission conducted a duly noticed public hearing through a conference

call/webinar, as required by law on the Application and in compliance with Executive Order N-25-20 (relating to COVID-19), closed the public hearing and recommended that the City Council approve the Site Plan and Design Review (DA) and Conditional Use Permit, subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.

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

RESOLUTION.

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

1. The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.
2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Exhibit "A," this Planning Commission hereby specifically finds as follows:

Site Plan and Design Review (DA)

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

The proposed project is located on a site with a General Plan land use designation of Industrial/Business Park and M-2 (Heavy Manufacturing) zoning. The proposed addition of the nine thousand nine hundred and seven (9,907) square foot building is for filtration of malted beer and to store cleaning chemicals in support of the existing beverage manufacturing operation. The existing facility is approximately two hundred and twenty-six (226) acres and the proposed addition which increases the overall lot coverage by one tenth of one percent (0.1%) will not exceed the maximum one-to-one floor area ratio. The proposed project complies with all Zoning Code development standards established for the M-2 (Heavy Manufacturing) zone with respect to land use, building height, and landscaping, and meets the zoning code requirements for parking.

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

The project is not subject to any redevelopment plan, regulations of any community redevelopment agency, or any executed owner's participation agreement or disposition and development agreement.

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

1) *Facilities and improvements,*

The proposed Filtration Building will be located within the interior of the existing beverage manufacturing campus and is screened from off-site views through landscaping. Development Impact Fees have been calculated via total square footage and using industrial land use factors. Fees are due at the time of building permit issuance.

2) *Pedestrian and vehicular ingress, egress, and internal circulation,*

The proposed project is served by existing improved roadways and utilities and does not require the construction or installation of additional public improvements to serve the project. The proposed project will not change existing ingress and egress to and from the site onto existing roadways or public sidewalks. The internal circulation will also largely remain the same.

3) *Setbacks,*

The project has been designed to comply with the required minimum setbacks for the M-2 (Heavy Manufacturing) zone. The proposed Filtration Building is setback approximately 2,100 feet from the adjacent A-1 (Agricultural) zone and 1,000 feet from the adjacent M-2 (Heavy Manufacturing) zone.

4) *Height of buildings,*

There is no limit to building height in the M-2 (Heavy Manufacturing) zone. The proposed height of the Filtration Building is approximately forty-four (44) feet, which is shorter than the existing building of approximately sixty-six (66) feet and nearby fermenting tanks measuring sixty-one (61) feet.

5) *Signs,*

No new signs are proposed for the Filtration Building.

6) *Mechanical and utility service equipment,*

Rooftop vent stacks and air exhaust ducts will be located away from the roofline perimeter to limit visibility of the equipment. Heating, ventilation, and air conditioning equipment to support the equipment within the Filtration Building are proposed to be located along the easterly wall. The proposed ground-mounted HVAC equipment will be fully fenced and

screened with a seven (7) foot high chain link fence, which complies with M-2 (Heavy Manufacturing) zone requirements. All equipment that is surface level will be placed so as not to impede any vehicular or pedestrian travel including Americans with Disabilities Act (ADA) access. Noise that is created by any mechanical equipment must comply with the noise standards of Chapter 9.28 "Noise Regulation."

7) *Landscaping,*

The landscaping requirement has been met through considered choices of planting appropriate to the location, building type, and building scale. There will be twenty-eight thousand (28,000) square feet of drought-tolerant planting to replace the thirteen thousand (13,000) square foot reduction of lawn area due to the proposed addition.

8) *Grading,*

The project has been designed to take advantage of the existing topography, thus reducing grading activities on site. Precise grading plans will be prepared to address building specific needs.

9) *Lighting,*

All lighting is designed to complement the structure and oriented to properly illuminate the site as not to create "dark pockets" that could support nefarious activities or spill onto other properties, creating a nuisance.

10) *Parking,*

IMC Subsection 17.64.030(L) "Manufacturing uses" requires one (1) parking space for each three hundred and fifty (350) square feet for the first ten thousand (10,000) square feet of gross floor area, one (1) parking space for each five hundred (500) square feet for the next forty thousand (40,000) square feet of gross floor area, and one (1) space for each one thousand (1,000) square feet for the next fifty thousand (50,000) square feet of gross floor area, and one (1) space for each two thousand (2,000) square feet for all floor area over one hundred thousand (100,000) square feet of gross floor area. Based on the proposed square footage of nine thousand nine hundred and seventy (9,907) for manufacturing, six (6) parking stalls are required and will be provided. It is anticipated that one (1) or two (2) employees will be needed per shift, up to three (3) shifts during a twenty-four (24) hour period. The anticipated employees can be easily accommodated with the six (6) proposed additional parking spaces to be provided as part of the Filtration Building project. One (1) ADA parking stall is included in the parking count which satisfies ADA requirements. All parking is surface parking, rather than parking structures or subterranean lots.

11) *Drainage,*

The project shall comply with City requirements for Low Impact Development and will collect stormwater runoff in an on-site infiltration basin. The proposed Filtration Building will not result in inter-lot or "cross drainage" on adjacent properties.

12) *Intensity of land use,*

The site has served as a beverage manufacturer since the 1980s. The addition of the Filtration Building is not projected to have a significant impact on existing streets. The proposed use is consistent with the General Plan designation of Industrial/Business Park and Zoning designation of M-2 (Heavy Manufacturing), as well as, adjacent land uses.

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

Per IMC Subsection 17.70.010(B)(2), any new improvements or new buildings that are less than thirty percent (30%) of the total existing floor area within a corporate campus are exempt from design review, subject to the discretion of the Planning Commission or City Council. The proposed Filtration Building will be one (1%) percent of the total beverage manufacturer facility's floor area. The IBY is an existing campus built in 1980 and consists of approximately 983,235 square feet of office, production, and warehouse uses, which have all been constructed in a utilitarian industrial style. Since the campus was built prior to the adoption of the Commercial and Industrial Design Guidelines, the campus was not designed in the desired Spanish mission style. The IMC allows for an exemption from the Commercial and Industrial Design Guidelines for corporate campuses that are planned, organized, and managed to function as a unified whole with common driveways, common parking, and common landscaping plan. In order for the existing campus to maintain its architectural character, the proposed Filtration building is designed to match the industrial style for consistency. The exemption, as allowed via IMC Subsection 17.070.010(B)(2) will prevent the design of the addition from appearing out of place and detracting from the existing IBY.

Conditional Use Permit

- a. That the site for the proposed use is adequate in size and shape.*

The proposed chemicals inside the Filtration Building is an ancillary part of the beverage manufacturing operations. The chemicals are used for cleaning and purification of equipment that is common in the food and beverage industry. The storage and use of the cleaning chemicals will be inside of two (2) separate eight thousand (8,000) gallon tanks, which will be housed within the proposed Filtration Building. The storage and use of the chemicals will utilize less than one thousand five hundred (1,500) square feet of the proposed Filtration Building. The proposed addition has been designed to accommodate the safe and secure storage and use of the chemicals.

- b. That the site has sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use.*

Primary ingress and egress are provided via First Street. There are two driveways on First Street, one entrance is primarily used for passenger vehicle while the other gated entrance is used for freight and manufacturing vehicles. The proposed storage and use of the cleaning chemicals is not anticipated to result in an increase to truck or freight vehicle trips. The Filtration Building will typically be expected to require a total of one (1) or two (2) employees per shift, with up to three (3) shifts during a twenty-four (24) hour period.

- c. That the proposed use will not have an adverse effect upon adjacent property.*

Adjacent properties will not be affected because the existing use will not be altered in any significant way. The storage and use of the cleaning chemicals within the proposed Filtration Building is an ancillary use to support the existing beverage manufacturing facility. The Hydrochloric Acid and Caustic Soda Liquid will be stored inside two (2) separate eight thousand (8,000) gallon steel tanks while the Poni Acid is stored in two (2) separate three hundred (300) gallon plastic tanks. All chemicals will be stored in a safe and secure manner that is compliant with Los Angeles County Fire Department regulations. Based on the amount of peak usage, the Hydrochloric Acid tank would need to be filled once every two weeks and the Caustic Soda Liquid tank would need to be refilled about once every two months. The Poni Acid is used to clean pipes and one (1) three hundred (300) gallon tank would need to be refilled once every six (6) months. The storage and use of the

cleaning chemicals is not expected to generate additional traffic or freight vehicle trips and the Filtration Building will not be visible from off-site views as it is screened from off-site views through landscaping. Therefore, the impact of the facility on the surrounding properties is expected to be insignificant.

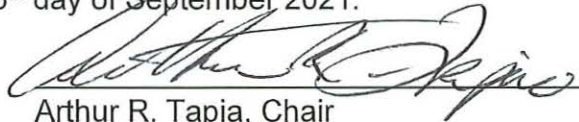
3. The City, as the Lead Agency, determined that the project as proposed is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1; Existing Facilities), which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination of the CEQA Guidelines.

4. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby recommends that the City Council approve the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

The Secretary shall:

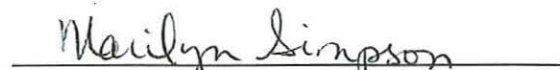
- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 15th day of September 2021.



Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:


Marilyn Simpson, Secretary

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

I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 15th day of September 2021, by the following vote:

AYES: COMMISSIONERS: R. Hartman, S. Gomez, R. Chico, E. Burrola, A. Tapia

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson
Marilyn Simpson, Secretary

PLANNING COMMISSION RESOLUTION NO. 807(21)

Site Plan and Design Review No. 04-2021

Conditional Use Permit No. 05-2021

IBY, LLC

15801 First Street

A. GENERAL CONDITIONS

1. The use and improvements authorized by this Site Plan and Design Review Permit allow for the construction of the Filtration Building addition and the storage and use of cleaning chemicals at the existing beverage manufacturing campus at the address 15801 First Street (also known as Irwindale Brew Yard) as shown on the stamped approved drawing set dated September 9, 2021.
2. The Applicant shall agree and consent, in writing, to each and every condition of permit approval set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan & Design Review permit and Conditional Use Permit.
3. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the building plan set.
4. Plans for any proposed site improvements shall be submitted to the Los Angeles County Fire Department and City Building and Safety Division for review and approval prior to the issuance of Building Permits.
5. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.
6. This Conditional Use Permit may be revoked for any violation of or noncompliance with any of these conditions or other codes, regulations of standards enforced by or beneficial to the City of Irwindale in accordance with IMC Section 17.80.140.
7. All graffiti shall be adequately and completely removed or painted over within 48 hours of such graffiti being affixed on any structure or fence at the site.
8. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Site Plan and Design Review Permit (DA)

No. 04-2021 and Conditional Use Permit No. 05-2021. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

9. The use and improvements authorized by this Site Plan and Design Review and Conditional Use Permit shall conform to the plans as finally approved by the City as conditioned herein, and any appreciable modification, as determined by the Community Development Director, shall require the prior approval of the Planning Commission pursuant to the amendments of these entitlements.
10. City inspectors shall have access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes.
11. The facility and use thereof shall be maintained in full compliance with all codes, standards, policies and regulations imposed by the City, County, State or Federal agencies with jurisdictions over the facility.
12. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permit for this project.
13. All appropriate practices shall be adopted to control dust, order and vermin.
14. Upon receipt of a complaint related to any Condition of Approval imposed by this Site Plan and Design Review Permit and Conditional Use Permit, the City shall notify the Applicant of the alleged violation, and the Applicant shall commence to cure within ten (10) days after the receipt of the notice.
15. The subject site shall be maintained free and clear of any accumulation of trash debris, waste, and combustible and/or flammable materials, other than the related materials specifically authorized under the Site Plan and Design Review Permit and Conditional Use Permit.
16. Upon termination of the authorized use for any reason, including abandonment of this use by the Applicant, for 180 consecutive days, or revocation by the City, all materials and equipment shall be removed from the site within 30 days after notice from the City, at the expense of the Applicant. If the Applicant does not remove all materials and equipment, the City shall be authorized to do so, and the Applicant shall pay all costs related to the removal process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The project shall substantially conform to the submitted plans date-stamped September 9, 2021, except as modified herein. Future modifications that are not in substantial conformance shall be reviewed by the Community Development Director, and may require modification of this approval subject to the provisions

of IMC Section 17.70.060 "Expiration and Revisions" and IMC Section 17.80.160 "Modification."

2. The development authorized by this Site Plan and Design Review Permit shall have a Building Permit within one year of the date of permit approval. Thereafter, if the Building Permit has not been obtained, the Site Plan and Design Review approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension of Site Plan and Design Review approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the Planning Commission for determination.
3. This Site Plan and Design Review Permit and Conditional Use Permit shall authorize the construction of the approximate 9,907 square foot Filtration Building addition and the storage and use of cleaning chemicals at the existing beverage manufacturing campus.
4. The proposed addition and new landscaping shall largely conform in terms of material and color scheme on the plans submitted and date stamped September 9, 2021.
5. Per IMC Section 17.70.010, Subsection B.2, any alteration or addition of floor area less than thirty percent of existing floor area within an existing corporate campus, or similar development, is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable.
6. Alcohol manufacturing and rectifying uses shall be processed under a separate Conditional Use Permit.
7. Future exterior modification and/or additional square footage may be subject to the Commercial and Industrial Design Guidelines unless the City determines that any future exterior modification meets the requirements of IMC Subsection 17.70.010.
8. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans submitted to the Building Division for plan check.
9. Landscaping shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible. Landscaping shall be provided as shown on the approved Conceptual Landscape and as modified pursuant to City Building Plan Check review of Precise Landscape and Irrigation plans.

10. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Director and the City Engineer. Vision clearance shall be maintained at all vehicle entrances and exits.
11. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines" and Subsection 5.4.2 "Irrigation Standards" of the COHSP.
12. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.
13. A six (6) inch horizontal concrete curb shall surround all landscaped planters.
14. The following invasive plants shall not be used in landscaping:
 - *Carpobrotus edulis* (ice plant)
 - *Hedera helix*, *H. Hibernica*, *H. canariensis* (English ivy, Irish ivy, Algerian ivy)
 - *Vinca Major* (periwinkle)
 - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
 - *Cortaderia selloana*, *C. jubata* and all cultivars and varieties (pampas grass)
 - *Retama monosperma*, *Genista monspessulana*, *Cytisus striatus*, *Cytisus scoparius*, and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
 - *Acacia Cyclops* (acacia or western coastal wattle)
 - *Myoporum laetum* (myoporum)
 - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
 - *Schinus terevinthifolius* (Brazilian pepper)
 - *Eucalyptus globules*, *E. camaldulensis* (eucalyptus, blue gum, and red gum)
15. The new landscaping shall be maintained in good condition and replaced in the event they die or become diseased.
16. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.
17. Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.
18. A chain link fence with green screening shall be installed and maintained around the perimeter of the site at all times during construction.

19. Cleaning chemicals to be stored and used to support the operation of the beverage manufacturing facility shall not exceed the following at any given time: 8,000 gallons of Hydrochloric Acid, 8,000 gallons of Caustic Soda Liquid, and 600 gallons of Poni Acid in two (2) separate 300 gallon totes. Any proposed expansion or intensification of the use shall be subject to a modification of this Conditional Use Permit.
20. Development Impact Fees, in the amounts currently established by the Irwindale City Council, shall be due at the time of final inspection or the date of the issuance of the certificate of occupancy, whichever comes first.
21. This project shall be subject to the City of Irwindale's utility tax.
22. The applicant must submit to the Community Development Department documentation from LACOFD Health Hazmat stating that their proposal (including plans and chemicals) have been reviewed and approved prior to the issuance of a City of Irwindale business license.

C. PUBLIC WORKS/ENGINEERING
STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.
2. The owner/developer shall bear the full cost to remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter along the project frontage as directed by the Director of Engineering. Sidewalk and driveways to be reconstructed shall meet ADA standards.
3. Adequate "on-site" parking shall be provided per City requirements.
4. The owner/developer shall bear the full cost for the actual cost for the installation, replacement or modification of traffic control signs, striping and pavement markings required in conjunction with the development.

CITY UTILITIES

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

6. The owner/developer shall pay for the entire cost for the design, engineering construction, permitting and inspection of any upgrade to the water main and connections as required by the serving water company for the proposed development.
7. The owner/developer shall obtain a Storm Drain Connection Permit from the City of Irwindale and/or Los Angeles County Flood Control District for connection(s) to the existing storm drain system, if required.
8. The owner/developer shall pay for the entire cost for the design, engineering construction, permitting and inspection of any new and/or upgrade to any existing Fire Hydrant as required by the Los Angeles County Fire Department.
9. All existing buildings shall be connected to the sanitary sewers.

TRAFFIC

10. A pedestrian easement shall be provided anywhere deemed necessary by the Director of Engineering to meet sidewalk and/or driveway ADA requirements.
11. An Easement Agreement for all easements (e.g., reciprocal access; surface drainage; utilities, etc.) shall be prepared and shall be executed and recorded in the Office of the Los Angeles County Recorder. Such agreements and any CC&Rs shall be subject to the approval of the City Attorney.

SEWER MAINTENANCE FEES

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

MISCELLANEOUS

13. A grading plan shall be submitted for grading/drainage approval to the Director of Engineering. The owner shall pay grading/drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plans under the current City of Irwindale adopted Building Codes at the time of submittals.
14. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for

the project or, if applicable, a Notice of Non-Applicability from the State Water Resources Control Board (SWRCB) and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" or the 85th percentile storm event, whichever is greater, of runoff from all storm events and to control peak-flow discharges.

15. Any changes to the site plan shall be reviewed and approved by the Community Development Director and Director of Engineering.

E. BUILDING AND SAFETY

1. Building permits shall be obtained from the Building and Safety Division and all construction shall be in compliance with the Irwindale Building Code.
2. The applicant shall submit site, floor, elevation plans that include all Life & Safety and Accessibility requirements as required by the current Los Angeles County Building Code for any proposed improvements to the existing facility.

F. FIRE DEPARTMENT

1. Any tenant improvements and new construction shall comply with all Los Angeles County Fire Code.

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

SA Item 1A1

AUGUST 11, 2021
WEDNESDAY
8:30 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; Ty Henshaw, Chief of Police; Arsanious Hanna, Director of Engineering / Building Official; Eva Carreon, Finance Director / City Treasurer; 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

CARL FLORES

Acting Assistant Fire Chief Carl Flores introduced himself.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held June 23, 2021.

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

NEW BUSINESS

None.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:32 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

SA Item 1B

Accounts Payable

Checks by Date - Summary by Check Number

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



Check No	Vendor No	Vendor Name	Check Date	Check Amount
75190	WILLDAN	Willdan Financial Services	10/14/2021	2,000.00
Report Total (1 checks):				2,000.00

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

HA Item 1A1

AUGUST 11, 2021
WEDNESDAY
8:32 P.M.

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

ROLL CALL:

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

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

SPONTANEOUS
COMMUNICATIONS

FRED BARBOSA

Fred Barbosa spoke in support of the claim submitted by Dena Zepeda.

NEW BUSINESS

ITEM NO. 1A
VERBAL UPDATE
ON REQUEST FOR
WI-FI ACCESS AT
LAS CASITAS

VERBAL UPDATE ON REQUEST FOR WI-FI ACCESS AT LAS CASITAS

EXECUTIVE DIRECTOR
TAM

Executive Director Tam advised that staff has reached out to Northridge Management, which has indicated that the facility clubhouse has Wi-Fi availability that is provided to whoever requests it, for a duration of up to 30 minutes.

BOARD MEMBER
AMBRIZ

Board Member Ambriz asked about the time limitation, to which Executive Director Tam indicated that he believes it may be due to a limitation on the internet service provider. He added that, if a tenant wishes for Wi-Fi for their own apartment, they would need to contract with the internet service provider.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:35 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

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

City of
IRWINDALE
AGENDA REPORT

Date: October 27, 2021
To: Honorable Chair and Members of the Housing Authority
From: William K. Tam, Executive Director
Issue: Equity Sharing Policy - Application To Amend Affordable Housing Regulatory Agreements

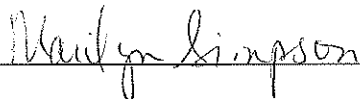
City Manager's Recommendation:

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 the application process for residents who seek to amend their Affordable Housing Regulatory Agreements in accordance with the Housing Authority's Equity Sharing Policy, or provide other direction to Staff.

Administrative Action:

Submitted by:

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

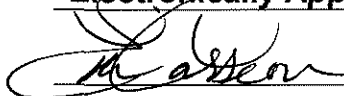


Reviewed by:

Adrian R. Guerra, Authority Counsel

Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William K. Tam, Executive Director



Background and Analysis:

- 1) On June 3, 2021, the Irwindale Housing Authority Board approved a concept of a modified equity sharing policy for Rehabilitation and First Time Homebuyer programs and directed Authority Counsel to prepare a formal policy for approval.
- 2) On July 14, 2021, the Board approved the revised equity sharing policy that was prepared by Authority Counsel per Board direction.
- 3) With the approval of this Equity Sharing Policy, there is a need to prepare a formal application and procedure to guide the processing of applications to all homeowners who seek to amend their Affordable Housing Regulatory Agreement.
- 4) Attached with this report are the following documents prepared by our Agency Counsel.
 - a) Equity Sharing Application Form
 - b) Form Amendments to the Affordable Housing Agreements: one for agreements entered into by the former Irwindale Community Redevelopment Agency (ICRA FORM) and one for agreements entered into by the Irwindale Housing Authority (IHA FORM)
 - c) Directions for Staff on how to Process the Application and Amendment

Fiscal Impact:

There is no fiscal impact for this item.



HOUSING AUTHORITY

EQUITY SHARING POLICY

INSTRUCTIONS FOR HOUSING AUTHORITY STAFF TO PROCESS APPLICATION TO AMEND AFFORDING HOUSING REGULATORY AGREEMENT

The Irwindale Housing Authority Board adopted an Equity Sharing Policy effective July 14, 2021 ("Policy"), implementing revised equity sharing ratios under its Affordable Housing Regulatory Agreements for the First Time Homebuyer Program and Substantial Rehabilitation Program. Homeowners seeking to avail themselves of the increased benefits offered under the Policy are required to submit an application to amend their Affordable Housing Regulatory Agreements.

Housing Authority staff are to take the following steps in connection with request for applications:

- 1) Furnish an application to all homeowners who seek to amend their Affordable Housing Regulatory Agreements pursuant to the Policy;
- 2) Once staff receives a completed application form, prepare the draft amendment to Regulatory Agreement using the appropriate form of amendment attached hereto, depending on whether the Regulatory Agreement was entered into by the former Redevelopment Agency or Housing Authority; and
- 3) Once the amendment is prepared, notify the Executive Director and Authority Counsel of homeowner's request to amend the Regulatory Agreement, and provide the Authority Counsel a copy of the recorded Regulatory Agreement and draft amendment prepared by staff.



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Irwindale Housing Authority
5050 North Irwindale Avenue
Irwindale, California 91706
Attention: Executive Director

Exempt from payment of a recording fee pursuant to Government Code Section 6103.

**AMENDMENT NO. 1
TO
[AFFORDABLE HOUSING AGREEMENT TITLE]**

This **AMENDMENT NO. 1 TO THE [AFFORDABLE HOUSING AGREEMENT TITLE]** ("Amendment No. 1") by and between the **IRWINDALE HOUSING AUTHORITY** as housing successor to the former Irwindale Community Redevelopment Agency ("Authority") and **[HOMEOWNER NAME]** ("Owner") is effective as of the ____ day of _____, 202#. Authority and Owner are sometimes referred to collectively as "Parties."

RECITALS

A. Owner and the former Irwindale Community Redevelopment Agency ("ICRA") entered into that certain **[INSERT TITLE OF AGREEMENT dated _____]** ("Agreement") whereby the ICRA agreed to provide Owner financial assistance in connection with the residential real property owned by Owner and located at **[INSERT PROPERTY ADDRESS]** ("Property"). The Property is part of Authority's affordable housing program commonly referred to as the **[insert either Substantial Rehabilitation Program or First Time Homebuyer Program]**.

B. On February 1, 2012, pursuant to Assembly Bill 1x26 and Health and Safety Code Section 34170 *et seq.*, the ICRA was effectively dissolved and the City of Irwindale ("City") became the Successor Agency to the ICRA.

C. On January 11, 2012, the City Council of the City of Irwindale adopted Resolution No. 2012-09-2548 and elected not to retain the housing functions and assets of the ICRA, and affirmatively determined and confirmed that the Authority would retain the housing assets and functions of the ICRA.

D. On January 11, 2012, the Board of the Authority adopted Resolution No. 2012-01-034 which accepted the housing assets and functions of the dissolved ICRA. The Authority thereby is the housing successor agency to the ICRA, vested with all of the rights, powers, duties, assets, liabilities, and obligations of the housing activities of the ICRA.

E. As housing successor to the ICRA, the Authority assumed all of the ICRA's rights, powers, duties and obligations under the Agreement.

F. The Authority implements an affordable housing program through a Low and Moderate Income Housing Fund to assist persons and families of very low, low, and moderate income, as defined by Section 50093 of the California Health and Safety Code to rehabilitate residential property and to increase, improve and preserve very low, low and moderate-income housing available at affordable housing cost (as defined in Health and Safety Code Section 50052.5) within the territorial jurisdiction of the Authority in accordance with Housing Authorities Law (Health and Safety Code Section 34200, *et seq.*)

G. Pursuant to Health and Safety Code Section 33334.3 and as part of its affordable housing program, the Authority has established an equity sharing program allowing the sale of owner-occupied units prior to expiration of the 45-year affordability period established through an agreement between the Authority and affordable homeowner for a price in excess of the affordable housing price, so long as the Authority's investment of moneys from the Low and Moderate Income Housing Fund is protected, including through implementation of a schedule of equity sharing that permits the seller and the Authority to retain a portion of the sale proceeds based on length of occupancy prior to sale.

H. Historically, the equity sharing practices of the Authority provided for the Authority to retain a significant majority of the excess sale proceeds until year 40 of the 45-year affordable housing period. Accordingly, it was very difficult for affordable homeowners in the City to build meaningful equity in their affordable homes towards improving their financial status which is one of the paramount objectives of the Authority's affordable housing program.

I. On July 14, 2021, the Authority approved and adopted an equity sharing policy ("Policy") for the Authority's Substantial Rehabilitation and First Time Homebuyer affordable housing programs so that the percentage of the equity sharing appreciation amount retained by homeowners is now much larger than the amount allowed previously. The implementation of the policy requires a formal amendment to the Agreement.

J. The Parties now desire to formally amend the Agreement to incorporate the increased benefits available to Owner thereunder to be made effective retroactive to the effective date of the Agreement.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (added text shown in **bold**, *italics*, underlined, deleted text shown in ~~strikethrough~~).

A. Section [INSERT NUMBER], "Shared Equity Appreciation," of the Agreement is hereby amended effective as of the effective date of the Agreement, to read in its entirety as follows [NOTE TO STAFF AND AUTHORITY COUNSEL – THE ADDITIONS AND DELETIONS PROVIDED BELOW SHOULD BE CONFIRMED AGAINST THE ACTUAL TEXT OF THE AGREEMENT]:

Shared Equity Appreciation. In the event of a Prohibited Transfer during the Affordability Period, in addition to repayment of the balance of the Note Amount,

Agency shall receive a share of the sales proceeds that exceed the value of the Property at the time of the Agency Loan, of the difference between the sale price that is in excess of the Affordable Housing Cost and the purchase price of the Property paid by the Owner, in order to recover funds for other low and moderate-income housing pursuant to state law. The Agency's share of the increase in equity shall be determined based on the length of time the Property has been occupied by an Eligible Person or Family prior to the Prohibited Transfer, as set forth below. The Agency's share of the equity increase will be lowered in the event the Prohibited Transfer is the result of divorce or death.

<u>Year of Prohibited Transfer After Loan</u>	<u>Pereent of Equity Increase Retained by Owner</u>		
Loan Years	Prohibited Transfer	Prohibited Transfer due to Divoree	Prohibited Transfer due to Death
0—15	0%	0%	0%
16—18	2%	6%	9%
19—21	5%	9%	12%
22—24	9%	13%	16%
25—27	13%	17%	20%
28—30	17%	21%	24%
31—33	23%	27%	30%
34—36	29%	33%	36%
37—39	40%	44%	47%
40—42	69%	73%	76%
43—45	100%	100%	100%

As an example only for Prohibited Transfer (not due to divorce or death) in Year 20: _____

- Value of Property at date of Agency Loan = \$200,000
- Amount of Agency Loan = \$50,000
- Value of Property (Net Sales Price*) in Year 20 = \$250,000

- Increase in equity = \$50,000 (\$250,000 — 200,000 = \$50,000)
- Agency Loan amount due = \$50,000
- Amount of Equity Increase shared with Agency = (95% X \$50,000) = \$47,500
- Amount of Equity Increase kept by Owner = (5% X \$50,000) = \$2,500
- At close of Prohibited Transfer:
 - Amount paid to Agency: \$97,500 (\$50,000 + 47,500 = \$97,500)
 - Amount paid to Owner: \$2,500

*Net Sales Price shall be calculated as specified in the following paragraph

[FOR SUBSTANTIAL REHAB, INSERT THE FOLLOWING]:

More specifically, the Agency Loan will be forgiven by 1/20 on an annual basis for 20 years after which time the entire loan will be forgiven. During that 20-year period, the equity sharing ratio ("ESR") will be 10%, meaning the Agency will retain 10% of the equity sharing appreciation amount ("ESAA") and the homeowner will retain 90% of the ESAA; thereafter, until expiration of the 45-year period, the 10% ESR will decrease by 0.4% per annum. The Parties are to consult the Authority's Equity Sharing Policy for examples of the foregoing.

[FOR FIRST TIME HOMEBUYER, INSERT THE FOLLOWING]:

More specifically, the Agency Loan will be forgiven by 1/30 on an annual basis for 30 years after which time the entire loan will be forgiven. During that 30-year period, the equity sharing ratio ("ESR") will be 15%, meaning the Agency will retain 15% of the equity sharing appreciation amount ("ESAA") and Owner will retain 85% of the ESAA; thereafter, until expiration of the 45-year period, the 15% ESR will decrease by 1% per annum. The Parties are to consult the Authority's Equity Sharing Policy for examples of the foregoing.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

3. Counterpart Execution. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

4. Recordation. This Amendment No. 1 shall be recorded as soon as practicable following its mutual execution by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

“AUTHORITY”

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

William K. Tam, Executive Director

ATTEST:

Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, Authority Counsel

“OWNER”

[NAME]

[NAME]

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)
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County of _____)

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Signature of Notary

(Affix seal here)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Irwindale Housing Authority
5050 North Irwindale Avenue
Irwindale, California 91706
Attention: Executive Director

Exempt from payment of a recording fee pursuant to Government Code Section 6103.

**AMENDMENT NO. 1
TO
[AFFORDABLE HOUSING AGREEMENT TITLE]**

This **AMENDMENT NO. 1 TO THE [AFFORDABLE HOUSING AGREEMENT TITLE]** ("Amendment No. 1") by and between the **IRWINDALE HOUSING AUTHORITY** ("Authority") and **[HOMEOWNER NAME]** ("Owner") is effective as of the ____ day of _____, 202#. Authority and Owner are sometimes referred to collectively as "Parties."

RECITALS

A. Owner and Authority entered into that certain **[INSERT TITLE OF AGREEMENT]** dated _____ ("Agreement") whereby Authority agreed to provide Owner financial assistance in connection with the residential real property owned by Owner and located at **[INSERT PROPERTY ADDRESS]** ("Property"). The Property is part of Authority's affordable housing program commonly referred to as the **[insert either Substantial Rehabilitation Program or First Time Homebuyer Program]**.

B. The Authority implements an affordable housing program through a Low and Moderate Income Housing Fund to assist persons and families of very low, low, and moderate income, as defined by Section 50093 of the California Health and Safety Code to rehabilitate residential property and to increase, improve and preserve very low, low and moderate-income housing available at affordable housing cost (as defined in Health and Safety Code Section 50052.5) within the territorial jurisdiction of the Authority in accordance with Housing Authorities Law (Health and Safety Code Section 34200, *et seq.*)

C. Pursuant to Health and Safety Code Section 33334.3 and as part of its affordable housing program, the Authority has established an equity sharing program allowing the sale of owner-occupied units prior to expiration of the 45-year affordability period established through an agreement between the Authority and affordable homeowner for a price in excess of the affordable housing price, so long as the Authority's investment of moneys from the Low and Moderate Income Housing Fund is protected, including through implementation of a schedule of equity sharing that permits the seller and the Authority to retain a portion of the sale proceeds based on length of occupancy prior to sale.

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Authority to retain a significant majority of the excess sale proceeds until year 40 of the 45-year affordable housing period. Accordingly, it was very difficult for affordable homeowners in the City of Irwindale to build meaningful equity in their affordable homes towards improving their financial status which is one of the paramount objectives of the Authority's affordable housing program.

E. On July 14, 2021, the Authority approved and adopted an equity sharing policy ("Policy") for the Authority's Substantial Rehabilitation and First Time Homebuyer affordable housing programs so that the percentage of the equity sharing appreciation amount retained by homeowners is now much larger than the amount allowed previously. The implementation of the policy requires a formal amendment to the Agreement.

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[FOR FIRST TIME HOMEBUYER, INSERT THE FOLLOWING]:

More specifically, the Authority Loan will be forgiven by 1/30 on an annual basis for 30 years after which time the entire loan will be forgiven. During that 30-year period, the equity sharing ratio ("ESR") will be 15%, meaning the Authority will retain 15% of the equity sharing appreciation amount ("ESAA") and Owner will retain 85% of the ESAA; thereafter, until expiration of the 45-year period, the 15% ESR will decrease by 1% per annum. The Parties are to consult the Authority's Equity Sharing Policy for examples of the foregoing.

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3. Counterpart Execution. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

4. Recordation. This Amendment No. 1 shall be recorded as soon as practicable following its mutual execution by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

“AUTHORITY”

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”

[NAME]

[NAME]

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)

IRWINDALE HOUSING AUTHORITY



EQUITY SHARING POLICY - APPLICATION

APPLICATION TO AMEND AFFORDABLE HOUSING REGULATORY AGREEMENT

The Irwindale Housing Authority Board adopted an Equity Sharing Policy effective July 14, 2021 ("Policy"), implementing revised equity sharing ratios under its Affordable Housing Regulatory Agreements for the First Time Homebuyer Program and Substantial Rehabilitation Program. Homeowners seeking to avail themselves of the increased benefits offered under the Policy are required to submit this Application to amend their Affordable Housing Regulatory Agreements.

Owner Name: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Co-Owner Name: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Property Address: _____

Street Address

City

State

Zip

Date of Purchase of Property: _____

Date of Affordable Housing / Regulatory Agreement: _____

Recording Number: _____ Date Recorded: _____

IMPORTANT – READ BEFORE SIGNING:

I/(We) certify that the above statements and all data submitted to the Irwindale Housing Authority in connection with this Application are true and correct under penalty of perjury of the laws of the State of California. I/(We) understand that documentation necessary to verify information submitted herein may be required to be submitted with the Application.

Owner/Applicant's Signature

Date

Co-Owner/Co-Applicant's Signature

Date

FOR OFFICE USE ONLY:

Irwindale Housing Authority Equity Sharing Application to Amend Affordable Housing
Regulatory Agreement received:

Date _____

Time _____ AM/PM

Signed _____

Print _____

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

City of
IRWINDALE
AGENDA REPORT

Date: October 27, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issues: 1. 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.

Executive Director's Recommendation:

1. Rescind Housing Authority Board 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 subordinate 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.
5. Authorize the Executive Director to execute the Subordination Agreement to effectuate the subordination, approved as to form by Authority Counsel.

Administrative Action:

Prepared and Submitted by:

Robert J. Lee, Assistant Authority Counsel

Electronically Approved

Reviewed by:

Adrian R. Guerra, Authority Counsel

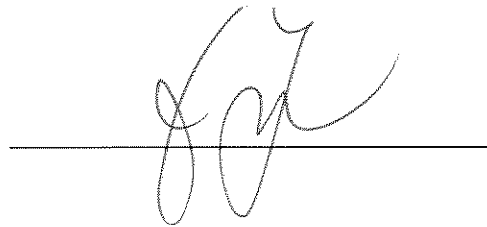
Electronically Approved

Eva Carreon, Finance Director / City Treasurer

A handwritten signature in black ink, appearing to read "E Carreon", written over a horizontal line.

Approved by:

William K. Tam, Executive Director

A handwritten signature in black ink, appearing to be a stylized "WKT", written over a horizontal line.

BACKGROUND AND ANALYSIS:

Purchase of Property, Qualifying for Purchase, and Assignment and Assumption of Affordable Housing Agreement Rights and Obligations:

On July 14, 2021, the Irwindale Housing Authority Board provided direction for staff to process what amounts to an assignment and assumption of that certain Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with the Land ("Agreement"), whereby the Irwindale Redevelopment Agency ("Agency") loaned to Frances M. Islas ("Original Owner") \$129,018.46 ("Agency Loan") for the purpose of substantially rehabilitating her property located at 16160 Progress Lane ("Property"), and the Original Owner became obligated to preserve the Property at an affordable housing cost for 45-years, pursuant to sections 50052.5, 50093, and 33000, *et. seq.* (Community Redevelopment Law) of the Health and Safety Code. The Agency Loan was made as part of the City of Irwindale's Low and Moderate Income Home Improvement Program ("Program") established to assist in rehabilitating single-family homes with severe cases of deterioration or overcrowding which an owner would not be able to address otherwise.

The Agreement treats transfers of the Property differently depending on whether a transfer is Permitted, Prohibited, or Exempt. As defined under Section 4 of the Agreement, a "transfer" is any sale, assignment, or transfer of an interest in the Property, including, without limitation, a fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entireties, life estate, or other limited estate, leasehold interest or any rental of the Property, or any interest evidenced by a land contract.

A prohibited transfer constitutes an event of acceleration, causing the full balance of the outstanding loan to become due and immediately payable. Permitted and exempt transfers are not events of acceleration, and the new owner takes title to the Property by assuming the previous owner's obligations under the loan. Moreover, those who take title to the Property through a permitted transfer are, according to the Agreement, exempt from the income qualification requirement.

In July, 2020, the Irwindale Housing Authority (housing successor to the Agency, and referred to herein as "Authority") was notified that Ms. Islas had passed away. Subsequently, Ms. Islas' son and grandson, Jon J. Islas and Jon J. Islas, Jr. (the "Applicants"), submitted an application to the Authority in order to take title to the Property (they claimed the transfer was a Permitted Transfer under the Agreement and therefore, exempt from the income qualification requirement), and assume Ms. Islas' obligations under the Agreement, promissory note, and deed of trust. This was the action approved by the Board on July 14, 2021. Subsequent to this action, the Applicants advised Authority staff that rather than the Applicants taking title to the Property as a Permitted Transfer, Jon Islas ("Jon") was going to purchase the Property from the family trust set up by the Original Owner. This required staff to conduct an entirely new analysis to determine whether Jon income qualifies and whether the proposed sale price of \$389,119 is allowable under the Agreement and applicable law. After a thorough analysis conducted,

including by the Authority's consultant, RSG, Inc., it was determined that Jon qualifies as a low income buyer, and is eligible to purchase the Property at the sale price proposed.

In connection with such purchase, the Board is being asked to approve: (1) First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land, (2) First Restated and Amended Promissory Note, and (3) First Restated and Amended Deed of Trust with Assignment of Rents. Once escrow closes on Jon's purchase of the Property, these documents will be executed to effectuate the assignment and transfer of the rights and obligations under the Agreement and related loan and deed of trust to Jon. Affordability restrictions under the Agreement and all attendant rights and obligations will continue as though Jon were the Original Owner, until the expiration of the original 45-year period established under the Agreement. This means that like Jon, all subsequent owners must both income-qualify and occupy the unit as their primary residence.

Subordination:

To finance purchase of the Property, in addition to the Agency Loan, Original Owner also obtained a mortgage from a private lender ("Private Loan") in an amount of \$69,500. The Private Loan was also secured by a recorded deed of trust and now Jon is taking out a new loan in connection with his purchase of the Property. Jon's lender is requiring that the Authority subordinate the Agency Loan to this new loan ("New Loan"), which would be for the amount of \$221,000.

Any subordination of the Agency Loan to the New Loan will require the Authority lien to be ranked behind the New Loan for purposes of collecting repayment from a debtor, and this would be effectuated via the attached Subordination Agreement. The priority of debts is significant when the property owner defaults on payments or declares bankruptcy, as the Authority's debt will be collected when and 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 requests the Authority to subordinate its loan to a new loan, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full.¹

The Program is subject to certain guidelines ("Guidelines"). The Guidelines allow agency loans to be subordinated to private loans under certain conditions which have been met here, including the total debt on the Property not exceeding 80% of the appraised value of the Property. Here, the total debt on the Property after the subordination will be less than 59% of the appraised value of the Property, which was established to be \$597,000.

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.

FISCAL IMPACT:

None because the affordable housing agreement will be assumed and the existing rights and obligations will remain in place as though Jon Islas originally entered into the agreement. With respect to the subordination request, Authority will be maintaining the status quo with respect to its lien position.

ATTACHMENTS:

1. First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land
2. First Restated and Amended Promissory Note
3. First Restated and Amended Deed of Trust with Assignment of Rents
4. Subordination Agreement

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Irwindale Housing Authority
5050 North Irwindale Avenue
Irwindale, California 91706
Attention: Executive Director

APN 8417-031-002

Exempt from payment of recording fees pursuant to Government Code §6103

**FIRST RESTATED AND AMENDED AFFORDABLE HOUSING AGREEMENT, OPTION
TO PURCHASE AND DECLARATION OF COVENANTS RUNNING WITH LAND**

This **FIRST RESTATED AND AMENDED AFFORDABLE HOUSING AGREEMENT, OPTION TO PURCHASE AND DECLARATION OF COVENANTS RUNNING WITH LAND** ("**Restated Agreement**") is entered into as of this ____ day of _____, 2021, by and between the IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic as successor in interest to the IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("**Authority**"), and JON ISLAS, a single man ("**Owner**").

RECITALS

A. In exchange for financial assistance, the Irwindale Redevelopment Agency ("**Agency**") and Frances M. Islas, as an unmarried woman ("**Original Owner**") entered into that certain Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land dated August 1, 2006 ("**Original Agreement**"), recorded on January 8, 2007 in the Official Records of Los Angeles County ("**Official Records**") as Instrument No. 20070033745 against that certain real property commonly known as 16160 Progress Lane, Irwindale, California, as more particularly described in the legal description attached hereto as Exhibit "A" ("**Property**").

B. The financial assistance provided to Original Owner was in the form of a loan from the Agency in the amount of One Hundred Twenty Nine Thousand Eighteen Dollars and Forty Six Cents (\$129,018.46) ("**Original Note Amount**") as evidenced by that certain Promissory Note dated August 1, 2006 ("**Original Note**") which was secured by that certain Deed of Trust with Assignment of Rents dated August 1, 2006 and recorded on January 8, 2007 as Instrument No. 20070033744 in the Official Records against the Property ("**Original Deed of Trust**"). Pursuant to the Original Note and related loan documents, the Original Note Amount has been partially forgiven and reduced conditioned upon there being no Event of Acceleration during the Loan Term and, as of June 30, 2021 the balance of the Original Note was Thirty Two Thousand Two Hundred Fifty Four Dollars and Sixty Two Cents (\$32,254.62). The Original Note Amount remains relevant to the Note because the amount of the annual forgiveness under the Note, which does not vest until the Loan Term has expired, is based on the Original Note Amount.

C. Agency provided the funds represented by the Original Note as a substantial rehabilitation housing improvement loan made to Original Owner pursuant to low-income loan provisions under the California Health & Safety Code Sections 50093, and pursuant to which certain restrictions were imposed by the Original Agreement on the Property including, but not limited to, transfers of the Property until January 7, 2052 ("**Restriction Termination Date**").

D. In accordance with California law, Agency transferred its housing assets to the Authority which is the successor in interest to all assets including, but not limited to, the Original Note and Original Deed of Trust and rights under the Original Agreement to Authority.

E. On or about February 26, 2020, the Original Owner passed away, and pursuant to that certain Declaration of Trust of Frances Miranda Islas dated December 12, 2018 ("**Trust**"), Dawn Charles, Original Owner's daughter serving as the trustee under the Trust, sold the Property to Owner as evidenced by that certain Grant Deed ("**Grant Deed**") dated _____ executed by said trustee transferring title to the Property to Owner, recorded on _____ as Instrument No. _____ in the Official Records.

F. Owner and Authority wish for Owner to reside in the Property and assume all rights and obligations of Original Owner under the Original Agreement in accordance with the Home Improvement Guidelines for the remainder of the term of the Original Agreement until the Restriction Termination Date. After the Restriction Termination Date, provided Owner has complied with the terms of this Restated Agreement, the Property will be free and clear of the Original Agreement as revised this Restated Agreement, and the Authority will execute a release as set forth in herein.

G. This Restated Agreement is in furtherance of Authority's program to create long-term affordable housing units in the City of Irwindale. This goal is accomplished through the terms and conditions of this Restated Agreement.

H. The parties wish to restate and amend the Original Agreement as set forth in this Restated Agreement which, upon recordation in the Official Records shall supersede the Original Agreement in its entirety.

NOW THEREFORE, in consideration of the benefits received by Owner, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Authority agree as follows:

1. Assignment and Restated Agreement. Authority acknowledges and consents to the transfer of the Property and the obligations of Original Owner under the Original Agreement to Owner via the Trust and Grant Deed, as such Original Agreement is amended and restated in this Restated Agreement. Owner and Authority wish to continue to maintain the Property exactly as if Owner had been the Original Owner under the Original Agreement, as provided in this Restated Agreement. Accordingly, Authority hereby consents to such assignment, and the terms of the Original Agreement are amended and restated in their entirety and replaced with the terms of this Restated Agreement. The covenant period provided in the Original Agreement shall remain the same for this Restated Agreement as set forth at Section 4 herein.

2. Definitions. The following defined terms have the meanings given below:

"**Affordable Housing Cost**" shall mean that purchase price which would result in a Monthly Housing Cost (as defined below) which does not exceed the product of thirty-five percent (35%) times one hundred ten percent (110%) of the Los Angeles area median income adjusted for family size appropriate for the Property ("Median Income") for purchasers earning not greater than one hundred ten percent (110%) of the Median Income, or the product of thirty-five percent (35%) times the actual gross income of the household for purchasers earning more than one hundred ten percent (110%) and not more than one hundred twenty percent (120%) of the Median Income, all as more particularly set forth in Section 50052.5 of the California Health and Safety Code.

"Affordability Period" means the period commencing on the date of recordation of the Original Agreement and ending on the Restriction Termination Date.

"Agency Loan" means the loan made by Agency to Original Owner in the amount of One Hundred Twenty Nine Thousand Eighteen Dollars and Forty Six Cents (\$129,018.46) per the terms of the Original Agreement.

"Authority" means the Irwindale Housing Authority, a public body, corporate and politic.

"Authority Deed of Trust" shall mean that certain First Restated and Amended Deed of Trust executed by Owner securing the Note and this Restated Agreement and recorded in a second lien position junior to the First Lien and concurrently with this Restated Agreement.

"Authority Option" shall mean Authority's option to purchase the Property as more particularly described in Section 6.

"Effective Date" shall mean the date this Restated Agreement is recorded in the Official Records.

"Eligible Person or Family" or **"Eligible Persons or Families"** shall mean persons or families earning 80% or less of the median income, adjusted for family size, for the Los Angeles area.

"Event of Acceleration" shall have the meaning set forth in Section 8.

"Exempt Transfer" shall have the meaning set forth in Section 6. An Exempt Transfer is a Transfer of the Property that does not trigger repayment of the Agency Loan.

"First Lien" shall have the meaning set forth in Section 9.

"Home Improvement Guidelines" shall mean the "City of Irwindale Low and Moderate Home Improvement Program" adopted by the Irwindale Community Redevelopment Agency, including any applicable amendments.

"Loan Term" shall mean that date that is twenty (20) years after the date of recordation of the Original Agreement.

"Monthly Housing Cost" shall include all of the following associated with the Property, estimated or known as of the date of the proposed sale of the Property: (i) principal and interest payments on a mortgage loan not exceeding the prevailing conventional home mortgage lending rates applied by an reputable institutional home mortgage lender, or the lending rates of any government-subsidized or special mortgage program for which a Qualified Purchaser qualifies and has obtained a first trust deed loan for the acquisition of the Property; (ii) property taxes and assessments; (iii) fire and casualty insurance covering replacement value of property improvements; and (iv) a reasonable utility allowance. Monthly housing cost of a purchaser shall be an average of estimated costs for the next twelve (12) months.

"Note" shall mean the Restated and Amended Promissory Note memorializing Owner's obligation to pay the Agency Loan on the terms set forth therein and executed and delivered to Authority concurrently with this Restated Agreement.

"Option Request Notice" shall have the meaning set forth at Section 6.2.

"Owner" has the meaning set forth in the preamble of this Restated Agreement.

"Qualified Purchaser" shall have the meaning set forth in Section 6.

"Permitted Transfer" shall have the meaning set forth in Section 5.

"Prohibited Transfer" shall have the meaning set forth in Section 5.

"Property" shall have the meaning set forth in Recital A.

"Restriction Termination Date" shall have the meaning set forth in Recital C.

3. Owner's Representations, Warranties and Covenants.

3.1 Owner represents and warrants to Authority that the documentation provided to Authority before the Effective Date evidencing the transfer of all of Original Owner's right, title and interest in the Property to Owner via the Trust and Grant Deed is true and correct and validly executed.

3.2 Owner represents and warrants that as of the Effective Date Owner is the owner of fee title of the Property in the Official Records.

3.3 Owner acknowledges that (i) Authority is relying upon Owner's covenant that, throughout the Affordability Period, the Property will only be occupied by Owner or any successor in interest to Owner who is an Eligible Person or Family, and (ii) Authority would not have entered into this Restated Agreement if Owner did make such covenant.

3.4 Owner covenants that Owner will continue to pay on a timely basis any lien, mortgage, tax, assessment or other encumbrance against the Property throughout the Term.

4. Affordability Covenants. During the Affordability Period, the Property shall only be owned and occupied by an Eligible Person or Family who has purchased or otherwise acquired the Property at not more than the Affordable Housing Cost.

5. Transfer of Property. Prohibited Transfer shall constitute an Event of Acceleration, causing the Agency Loan to become due and payable. If the Prohibited Transfer is a result of a conveyance of the Property by Owner (that is a transfer that is not arising from operation of law), the Prohibited Transfer shall also constitute a default under this Restated Agreement, entitling Authority to exercise all remedies available at law or equity, including, but not limited to, the right to exercise the Authority Option per Section 6.2 below.

A **"Prohibited Transfer"** is a Transfer of the Property that does not constitute a Permitted Transfer. A **"Transfer"** is any sale, assignment, or transfer of an interest in the Property, including, without limitation, a fee simple interest, tenancy in common, joint tenancy, community property,

tenancy by the entireties, life estate, or other limited estate, leasehold interest or any rental of the Property, or any interest evidenced by a land contract.

The following Transfers shall constitute "**Permitted Transfers**" so long as the transferee(s) give written notice to Authority of such event within thirty (30) days of its occurrence and the transferee(s) assumes the Owner's obligations under this Restated Agreement, the Note, and the Authority Deed of Trust, by execution of an assignment and assumption agreement to be provided by Authority, if such assumption does not occur by operation of law: (i) transfer by gift, devise, or inheritance to Owner's spouse; (ii) transfer by gift, devise or inheritance to Owner's children; (iii) transfer of title by Owner's death to a surviving joint tenant, tenant by entireties, a surviving spouse of community property or any lawful heir or devisee of Owner; (iv) transfer of title to a spouse as part of divorce or dissolution proceedings or in conjunction with marriage; and (v) an Exempt Transfer, as set forth in Section 6 of this Restated Agreement. A sale or transfer which under federal law, would not by itself, permit Authority to exercise a due on sale or due on encumbrance clause shall also constitute a Permitted Transfer

6. Exempt Transfer; Sale to Qualified Purchaser at Affordable Housing Cost; Authority Option to Purchase. An "Exempt Transfer" is (i) the sale of the Property by Owner to a person who is an Eligible Person or Family ("**Qualified Purchaser**") (and that person's status as a Qualified Purchaser has been verified by Authority pursuant to this Section 6) at an Affordable Housing Cost, and the Qualified Purchaser assumes the Note, the Authority Deed of Trust, and this Restated Agreement pursuant to an assignment and assumption agreement approved by Authority, or (ii) the sale of the Property by Owner to Authority or a person designated by Authority pursuant to Section 6.2 of this Agreement. An Exempt Transfer is a Permitted Transfer.

6.1 Sale by Owner. If Owner desires to sell, exchange, quitclaim, transfer or, in any manner, dispose of the Property or any part or interest therein ("**Proposed Sale**"), Owner shall notify the Executive Director of the Authority, or his/her designee, in writing no later than ten (10) days prior to the date the Property is placed on the market for a Proposed Sale. Owner shall not sell or transfer the Property until such time as Authority has determined that (i) the proposed buyer intends to occupy the Property as their principal residence; (ii) the proposed buyer is a Qualified Purchaser; and (iii) the Proposed Sale is at the Affordable Housing Cost.

Owner shall cooperate and reasonably assist Authority with the determination of whether a proposed buyer is a Qualified Purchaser. In order to verify the buyer's status as a Qualified Purchaser, Owner shall submit to Authority the identity of the proposed buyer and adequate information evidencing the income of the proposed buyer. Said income information shall be submitted not less than thirty (30) days prior to the Proposed Sale and shall include original or true verified copies of pay stubs, income tax records or other financial documents in order that Authority may determine and verify the household income of the proposed buyer to determine Qualified Purchaser status and whether the Property is available to such buyer at an Affordable Housing Cost. Authority may request additional information reasonably required to verify the proposed buyer's status.

OWNER UNDERSTANDS THAT THE DETERMINATION OF THE AFFORDABLE HOUSING COST CAN BE MADE ONLY AT THE TIME OF THE PROPOSED SALE, TAKING INTO CONSIDERATION INTEREST RATES, THE TERMS OF SALE OFFERED TO AND THE ECONOMIC CIRCUMSTANCES OF THE PROPOSED PURCHASER AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED, AND THAT THE TRANSFER PRICE

PERMITTED HEREUNDER MAY BE LESS THAN THE FAIR MARKET VALUE OF THE PROPERTY AND MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THE AFFORDABILITY COVENANTS IN THIS AGREEMENT. OWNER FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE TRANSFER PRICE THE PRIMARY OBJECTIVE OF AUTHORITY AND THIS AGREEMENT IS TO PROVIDE HOUSING TO ELIGIBLE PERSONS AND FAMILIES AT AN AFFORDABLE HOUSING COST.

6.2 Authority Option to Purchase. Owner hereby grants to Authority an option to purchase the Property for a purchase price equal to the Affordable Housing Cost or to cause the purchase of the Property by a third party who is a Qualified Purchaser at Affordable Housing Cost, on the terms set forth below ("**Authority Option**"). In the event Owner is unable to sell the Property to a Qualified Purchaser pursuant to the terms set forth in Section 6, Owner may request that Authority exercise the Authority Option to purchase the Property by delivering to Authority, by certified mail, a copy of this Restated Agreement and a written request for Authority to exercise the Authority Option ("**Option Request Notice**"). The Option Request Notice shall (i) be dated and signed by the Owner, (ii) contain the address of the Property, and (iii) include the following statement: THE PURPOSE OF THIS OPTION REQUEST NOTICE IS TO REQUEST AUTHORITY EXERCISE ITS OPTION TO PURCHASE THE PROPERTY. PURSUANT TO THE TERMS OF THIS RESTATED AND AMENDED AFFORDABLE HOUSING AGREEMENT, OPTION TO PURCHASE AND DECLARATION OF COVENANTS RUNNING WITH THE LAND, AUTHORITY HAS FORTY-FIVE (45) DAYS TO NOTIFY OWNER OF ITS ELECTION TO EXERCISE THE AUTHORITY OPTION TO PURCHASE THE PROPERTY. IF THE AUTHORITY DOES NOT EXERCISE THE OPTION, THE PROPERTY WILL BE RELEASED FROM THE AFFORDABILITY RESTRICTIONS IN THE STATED AGREEMENT. However, should the Property be released from the affordability restrictions because the Authority does not exercise the Authority Option, the sale shall constitute a Prohibited Transfer under Section 5 above and the Agency Loan shall be immediately due and payable in full as set forth herein.

In no event shall Owner deliver the Option Request Notice to Authority until Owner has, for a period of ninety (90) days following the date the Property is placed on the market for a Proposed Sale pursuant to Section 6.1, diligently marketed the Property and exercised best efforts to sell the Property to an Eligible Purchaser, as reasonably determined by Authority. Authority shall have no obligation to exercise the Authority Option. In the event Authority elects to exercise the Authority Option, Authority shall exercise the Authority Option by delivering written notice to Owner within forty-five (45) days of Authority's receipt of the Option Request Notice. In the event Authority exercises the Authority Option and either (i) purchases the Property, or (ii) arranges the purchase by a Qualified Purchaser, an escrow shall be established at a reputable title company to close within ninety (90) days after delivery of Authority's notice of exercise of the Authority Option.

In the event Authority does not exercise the Authority Option, Owner may sell the Property at an unrestricted sales price to a purchaser who does not qualify as a Qualified Purchaser, however, any such transfer of the Property will constitute a Prohibited Transfer for purposes of accelerating the Agency Loan pursuant to this Restated Agreement, but shall not constitute a default under this Restated Agreement.

7. Agency Loan. The Agency Loan shall remain in effect subject to the conditions and restrictions set forth in the Note, Authority Deed of Trust and this Restated Agreement. Original Owner (as maker) has executed and delivered to the Agency (as holder) the Original Note in the

principal amount equal to the Original Note Amount. Pursuant to the Original Note and related loan documents, the Original Note Amount has been partially forgiven and reduced conditioned upon there being no Event of Acceleration during the Loan Term and, as of June 30, 2021, the balance of the Original Note was Thirty Two Thousand Two Hundred Fifty Four Dollars and Sixty Two Cents (\$32,254.62). The Original Note Amount remains relevant to the Note in part because the amount of annual forgiveness under the Note, which does not vest until the Loan Term has expired, is based on the Original Note Amount.

8. Events of Acceleration. The Agency Loan shall become due and immediately payable in accordance with Section 9 upon the occurrence of any one of the following events of acceleration ("**Event of Acceleration**"): (i) a Prohibited Transfer; (ii) the refinancing of the First Lien (defined in Section 12) to which the Authority Deed of Trust is subordinate which would provide a total encumbrance which exceeds the maximum amount permitted under the Home Improvement Guidelines; (iii) if at any time Owner fails to comply with the loan terms including that the Property be occupied by an Eligible Person or Family who has purchased or otherwise acquired the Property at not more than the Affordable Housing Cost; or (iv) Owner is in default of any other obligation under this Restated Agreement, the Note, or the Authority Deed of Trust.

9. Note Repayment Amount and Shared Equity Appreciation.

9.1 Note Repayment Amount. In the event that the Agency Loan becomes due and payable upon the occurrence of an Event of Acceleration pursuant to Section 8 of the Restated Agreement, Owner shall pay to Agency the entire Note Amount, plus simple interest for the entire Note Amount at the rate of three percent (3%) per annum if the Event of Acceleration occurs before the first (1st) anniversary of the date of the Original Note. Thereafter, the Original Note Amount due and payable shall be reduced annually by one-twentieth (1/20) of the principal until the Original Note Amount is reduced to Zero Dollars (\$0.00) upon the twentieth (20th) anniversary of the Original Note; additionally, in the event the Event of Acceleration is due to a Prohibited Transfer, the shared equity appreciation as defined in this Restated Agreement shall also be paid to Authority. Interest shall be due at the rate of three percent (3%) on any outstanding principal balance at the time of the Event of Acceleration. In addition to the principal and any interest due to Authority, and regardless of when the Event of Acceleration occurs, Borrower shall pay to Authority an early termination charge equal to ten percent (10%) of the entire Original Note Amount. In the absence of any occurrence of an Event of Acceleration, the Original Note Amount (which as of June 30, 2021 has been reduced to Thirty Two Thousand Two Hundred Fifty Four Dollars and Sixty Two Cents (\$32,254.62)), shall be reduced annually by Six Thousand Four Hundred Fifty Dollars and Ninety Two Cents (\$6,450.92) measured from January 8, 2007, which is the date of recordation of the Original Agreement, until the twentieth (20th) anniversary thereof ("**Loan Term**") at which time the principal on the Original Note Amount will be reduced to Zero Dollars (\$0.00); provided, however, that such annual reduction in the principal does not vest until the Loan Term has expired, it being understood that the annual reductions are to be considered only as an accounting tool and will not vest until expiration of the Loan Term.

9.2 Shared Equity Appreciation. In the event of a Prohibited Transfer during the Affordability Period, in addition to repayment of the balance of the Original Note Amount (if the Prohibited Transfer should occur during the Loan Term), Authority shall receive a share of the sales proceeds that exceed the value of the Property at the time the Agency Loan was made in order to recover funds for other low and moderate-income housing pursuant to the Home Improvement Guidelines and state law. The Authority's share of the increase in equity shall be determined based

on the length of time the Property has been occupied by an Eligible Person or Family prior to the Prohibited Transfer, pursuant to the table below. The Authority's share of the equity increase will be lowered in the event that the Prohibited Transfer is the result of the divorce or death of the Owner.

The amount of equity and appreciation to be shared shall be the gross sales price of the Property minus all of the following: (i) the portion of the down payment that came from Owner's own funds; (ii) the reasonable costs of selling the Property; (iii) the costs of any authorized improvements made to the Property; and (iv) the principal portion of all payments the Owner made on the First Lien.

Year of Prohibited Transfer after date of Original Note	Percentage of Equity Increase Retained by Owner		
	Other	Divorce	Death
Years			
0 - 15	0%	0%	0%
16 - 18	2%	6%	9%
19 - 21	5%	9%	12%
22 - 24	9%	13%	16%
25 - 27	13%	17%	20%
28 - 30	17%	21%	24%
31 - 33	23%	27%	30%
34 - 36	29%	33%	36%
37 - 39	40%	44%	47%
40 - 42	69%	73%	76%
43 - 45	100%	100%	100%

The following is provided as an example only:

- Value of Property at time of loan = \$150,000
- Value of Property at time of Prohibited Transfer = \$250,000
- Increase in equity = \$100,000
- Year of Prohibited Transfer after Loan = 20
- Amount of Equity Increase kept by Owner = (5% X \$100,000) = \$5,000
- Amount of Equity Increase shared with Authority = (95% X \$100,000) = \$95,000

9.3 Automatic Adjustments to Comply with Mortgage Guidelines. Authority acknowledges that certain terms contained in this Restated Agreement, the Note and the Authority Deed of Trust, including, but not limited to, the formula used to calculate the shared equity appreciation, may need to be modified to comply with mortgage guidelines of Fannie Mae, HUD and other agencies. Authority agrees to make reasonable modifications to this Restated Agreement, the Note, and Authority Deed of Trust or to execute reasonable and appropriate riders thereto in order to comply with such mortgage guidelines in furtherance of the Home Improvement Guidelines.

10. Maintenance of Property. At all times, Owner shall maintain the Property in good condition and repair including, but not limited to, the buildings, landscaping and yard areas on the Property. Furthermore, the following specific requirements shall apply to the Property:

10.1 No improperly maintained landscaping shall be visible from public rights-of-way, including:

- i. no lawns with grasses in excess of six (6) inches in height;
- ii. no untrimmed hedges;
- iii. no trees, shrubbery, lawns, and other plant life dying from lack of water or other necessary maintenance;
- iv. no trees and shrubbery grown uncontrolled without proper pruning;
- v. no vegetation so overgrown as to be likely to harbor rats or vermin; and
- vi. no dead, decayed, or diseased trees, weeds, and other vegetation.

10.2 No yard areas shall be left unmaintained, including:

- i. no broken or discarded furniture, appliances, and other household equipment stored in yard areas for periods exceeding one (1) week;
- ii. no packing boxes, lumber, trash, dirt, and other debris stored in yards for periods exceeding one (1) week in areas visible from public property or neighboring properties;
- iii. no unscreened trash cans, bins, or containers stored for longer than reasonably required for removal by the City's waste haulers in areas visible from public property or neighboring properties; and
- iv. no vehicles parked or stored in areas other than approved parking areas.
- v. No inoperable vehicles stored where visible from public property or neighboring properties.

10.3 No buildings may be left in an unmaintained condition, including:

- vi. no violation of state or federal law, Uniform Codes, or City ordinances, rules or regulations;
- vii. no condition that constitutes an unsightly appearance that detracts from the aesthetics or property value of the subject property or constitutes a private or public nuisance;
- viii. no broken windows or chipped, cracked or peeling paint; and

- ix. no conditions constituting hazards and/or inviting trespassers or illegal activity.

If the buildings, landscaping or yard areas are not so maintained, and such conditions are not corrected as soon as possible but, in no event, more than thirty (30) days after written notice of such failure or violation from Authority or the City of Irwindale (“City”), then either Authority or the City may enter the Property to perform the necessary maintenance and Owner shall promptly reimburse such reasonable costs incurred for such maintenance.

Not by way of limitation of the foregoing, Owner shall maintain the improvements and landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property and in accordance with the Irwindale Municipal Code.

11. Occupancy Standards. The Property shall only be used as the principal residence of Owner and Owner’s family and for no other purpose. Owner shall not enter into an agreement for the rental or lease of the Property. Authority may grant a temporary waiver of the above requirements for good cause, in Authority’s sole and absolute discretion. The maximum occupancy of the Property shall not exceed the maximum occupancy allowed by the stricter of applicable state law or the Irwindale Municipal Code. Owner shall, upon demand by Authority, submit to Authority an affidavit of occupancy verifying Owner’s compliance with this Section 11, Said affidavit may be required by Authority on an annual basis.

12. First Lien; Covenants Do Not Impair First Lien. The provisions of this Restated Agreement and the Authority Deed of Trust shall be subordinate to the that certain deed of trust recorded against the Property, made and held by NFM, Inc., dba NFM Consultants, Inc., or its successors (“**Lender**”) dated _____, 2021 securing a loan in the amount of Two Hundred Twenty One Thousand Dollars (\$221,000) and recorded on _____, 2021 as Instrument No. _____ in the Official Records (“**First Lien**”) and shall not impair the rights of Lender to exercise its remedies under the First Lien in the event of default under the First Lien by Owner. Such remedies under the First Lien include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Restated Agreement shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of the First Lien acquires title to the Property pursuant to a deed in lieu of foreclosure, this Restated Agreement shall automatically terminate upon such acquisition of title, provided that (i) Authority has been given written notice of a default under the First Lien, and (ii) Authority shall not have cured the default under such First Lien within the thirty (30) day period provided in such notice sent to Authority. Authority shall have the right but not the obligation to record a Request for Notice under Section 2924b of the Civil Code for notice of any default under the First Lien.

13. Defaults. Failure or delay by either party to perform any term or provision of this Restated Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Restated Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default

complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

14. Indemnification. Owner shall defend, indemnify and hold harmless Authority and the City and their respective officers, officials, agents, employees, representatives, and volunteers from and against any loss, liability, claim, or judgment relating in any manner to the Property, the Note, Authority Deed of Trust, the Original Agreement, and/or this Restated Agreement.

15. Insurance. During the Affordability Period, Owner shall maintain an all-risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on the Property, in a form, content and with companies approved by Authority. The policy shall name Authority as loss payee and shall contain a statement of obligation on behalf of the carrier to notify Authority of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Owner shall transmit a certificate of insurance and loss payee endorsement together with a copy of the actual policy to Authority within thirty (30) days of the Effective Date of this Restated Agreement, and Owner shall annually transmit to Authority a copy of the certificate of insurance, a full copy of the insurance policy and a loss payee endorsement, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. The copy of the certificate of insurance, the copy of the policy and loss payee endorsement shall be transmitted to Authority at the address set forth in Section 18.5.

16. Nondiscrimination. Owner covenants by and for himself, his successors and 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, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

Owner, his successors and assigns, shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

16.1 In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and 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, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

16.2 In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

16.3 In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the premises."

17. Term. Provided Owner is not in default of this Restated Agreement, this Restated Agreement shall expire on the Restriction Termination Date. At any time after the Restriction Termination Date, Owner may request in writing from Authority, and Authority shall execute and deliver to Owner, within thirty (30) days of such written request, a recordable document acknowledging full and final termination of this Restated Agreement, and releasing any further right, title, claim or interest of the Authority in and to the Property.

18. Miscellaneous.

18.1 Attorneys' Fees and Costs. If any action is brought to enforce the terms of this Restated Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

18.2 Controlling Agreement. Owner covenants that Owner has not executed, and will not execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that in any event, Owner understands and agrees that this Restated Agreement shall control the rights and obligations between the parties.

18.3 Severability. If any one or more of the provisions contained in this Restated Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Restated Agreement, and this Restated Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

18.4 Time. Time is of the essence of this entire Restated Agreement. Whenever under the terms of this Restated Agreement the time for performance falls on a day which is not a business day, such time for performance shall be on the next day that is a business day.

18.5 Notices. All notices required to be delivered under this Restated Agreement to the other party 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; or (iii) one (1) business day after deposit before the daily deadline time with a reputable overnight courier or service; 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 party hereto:

If to Authority: Irwindale Housing Authority
Attention: Executive Director
5050 North Irwindale Avenue
Irwindale, California 91706

If to Owner: Jon Islas
16160 Progress Lane
Irwindale, CA 91706

18.6 Captions and Pronouns. The captions and headings of the various Sections of this Restated Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine, and neuter shall be freely interchangeable.

18.7 Running of Benefits and Burdens. All conditions, covenants, and restrictions contained in this Restated Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, Authority and its successors and assigns, against Owner, his successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Authority shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of Authority and such covenants shall run in favor of Authority for the entire period during which such covenants shall be in force and effect, without regard to whether Authority is or remains an owner of any land or interest therein to which such covenants relate. Authority shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any action at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

18.8 Construction. The rule of strict construction does not apply to this Restated Agreement. This Restated Agreement shall be given a reasonable construction so that the intention of the parties, to prevent any Prohibited Transfer or any use of the Property in violation of this Restated Agreement, is carried out.

18.9 Obligations Secured by Authority Deed of Trust. The payment and performance of all obligations of Owner under this Restated Agreement are secured by the Authority Deed of Trust.

18.10 Counterparts. This Restated Agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

18.11 Recordation. This Restated Agreement shall be recorded and shall be effective as of the date of recordation.

18.12 Waiver. No delay or omission by Authority in exercising any right or power accruing upon the compliance or failure of performance by Owner hereto under the provisions of the Note shall impair any such right or power or be construed to be a waiver thereof. A waiver by Authority of a breach of an Event of Acceleration or any other failure of performance by, Owner of any of the covenants, conditions or agreements hereof to be performed by Owner shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Restated Agreement as of the date first written above.

“OWNER”

Jon Islas

“AUTHORITY”

IRWINDALE HOUSING AUTHORITY, a public
body, corporate & politic

By: _____
H. Manuel Ortiz, Chair

Attest:

Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLC

By: _____
Adrian Guerra, Authority Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

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

LOT 2 OF TRACT NO. 29197, AS PER MAP RECORDED IN BOOK 729, PAGES 61 AND 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN 8417-031-002

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐
☐
☐
☐

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

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
 ☐ GENERAL

NUMBER OF PAGES

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

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

FIRST RESTATED AND AMENDED PROMISSORY NOTE

(Includes Shared Equity Appreciation)

Original Note Amount: \$129,018.46

Irwindale, California

Note Amount as of June 30, 2021: \$32,254.62

_____, 2021

Property Address:

16160 Progress Lane, Irwindale, California

Pursuant to the terms of this First Restated and Amended Promissory Note ("**Restated Note**") made as of the date specified above, **JON ISLAS**, a single man ("**Borrower**"), promises to pay to the **IRWINDALE HOUSING AUTHORITY**, a public body, corporate and politic ("**Authority**"), the original principal sum of One Hundred Twenty Nine Thousand Eighteen Dollars and Forty Six Cents (\$129,018.46) ("**Original Note Amount**") at 5050 North Irwindale Avenue, California, 91706, or such other place as Authority may designate from time to time, in lawful money of the United States of America. This Restated Note is secured by that certain First Restated and Amended Deed of Trust of even date herewith executed by Borrower in favor of Authority as beneficiary ("**Authority Deed of Trust**").

This Restated Note supersedes in its entirety that certain Irwindale Redevelopment Agency ("**Agency**") Promissory Note dated August 1, 2006 made by Frances M. Islas, an unmarried woman ("**Original Borrower**"), in the Original Note Amount payable to Agency ("**Original Note**") which was secured by a deed of trust. Authority is the Agency's successor in interest to all rights under the Original Note by operation of law, and Borrower is the Original Borrower's successor in interest to all rights in the subject property, having the address 16160 Progress Lane, Irwindale, California ("**Property**").

Pursuant to the Original Note and related loan documents, the Original Note Amount has been partially forgiven and reduced conditioned upon there being no Event of Acceleration during the Loan Term and, as of the date of this Restated Note, the balance of the Original Note as of June 30, 2021 was Thirty Two Thousand Two Hundred Fifty Four Dollars and Sixty Two Cents (\$32,254.62). The Original Note Amount remains relevant to this Restated Note because the amount of the annual forgiveness under the Original Note, which does not vest until the Loan Term has expired, is based on the Original Note Amount.

Restated Agreement. This Restated Note is made and delivered pursuant to and in implementation of that certain First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land of even date herewith between Borrower and Authority ("**Restated Agreement**"), which shall be recorded immediately preceding the recordation of the Authority Deed of Trust and incorporated herein by reference. Borrower acknowledges that but for the execution of this Restated Note, Authority would not have entered into the Restated Agreement. All capitalized terms which are not defined in this Restated Note shall have the meaning given in the Restated Agreement.

Interest Rate. Unless as otherwise provided in the Restated Agreement, the Original Note Amount shall bear interest at the rate of three percent (3%) per annum. Borrower's obligations also include payment of the equity share appreciation as defined in the Restated Agreement.

Time of Payment. So long as there is no Event of Acceleration (as defined below), no money payments shall be owing hereunder, and the Original Note Amount shall be deemed to fully amortize over the Loan Term such that the Original Note Amount is deemed fully paid by the twentieth (20th) anniversary of January 8, 2007, which is the date of recordation of that certain Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land dated August 1, 2006, between the Agency and Original Borrower ("**Affordable Housing Agreement**").

Event of Acceleration. The Original Note Amount, as it may have been amortized pursuant to the foregoing paragraphs, shall become due and immediately payable in accordance with Section 8 of the Restated Agreement, upon the occurrence of any one of the following events of acceleration ("**Event of Acceleration**"): (i) a Prohibited Transfer (as defined in the Restated Agreement); (ii) the refinancing of the lien to which the Authority Deed of Trust is subordinate ("**First Lien**") for a loan amount which would provide a total encumbrance which exceeds the maximum amount permitted under the City of Irwindale Low and Moderate Home Improvement Program; (iii) if at any time Borrower fails to comply with the loan terms including that the Property be occupied by an Eligible Person or Family who has purchased or otherwise acquired the Property at not more than the Affordable Housing Cost (as such terms are defined in the Restated Agreement); or (iv) Borrower is in default of any other obligation under the Restated Agreement, this Restated Note, or the Authority Deed of Trust.

Note Repayment Amount. In the event that the Agency Loan becomes due and payable upon the occurrence of an Event of Acceleration pursuant to Section 8 of the Restated Agreement, Owner shall pay to Agency the entire Note Amount, plus simple interest for the entire Note Amount at the rate of three percent (3%) per annum if the Event of Acceleration occurs before the first (1st) anniversary of the date of the Original Note. Thereafter, the Original Note Amount due and payable shall be reduced annually by one-twentieth (1/20) of the principal until the Original Note Amount is reduced to Zero Dollars (\$0.00) upon the twentieth (20th) anniversary of the Original Note; additionally, in the event the Event of Acceleration is due to a Prohibited Transfer, the shared equity appreciation as defined in the Restated Agreement shall also be paid to Authority. Interest shall be due at the rate of three percent (3%) on any outstanding principal balance at the time of the Event of Acceleration. In addition to the principal and any interest due to Authority, and regardless of when the Event of Acceleration occurs, Borrower shall pay to Authority an early termination charge equal to ten percent (10%) of the entire Original Note Amount. In the absence of any occurrence of an Event of Acceleration, the Original Note Amount (which as of June 30, 2021 has been reduced to Thirty Two Thousand Two Hundred Fifty Four Dollars and Sixty Two Cents (\$32,254.62) shall be reduced annually by Six Thousand Four Hundred Fifty Dollars and Ninety Two Cents (\$6,450.92) measured from January 8, 2007, which is the date of recordation of the Affordable Housing Agreement, until the twentieth (20th) anniversary thereof ("**Loan Term**") at which time the principal on the Original Note Amount will be reduced to Zero Dollars (\$0.00); provided, however, that such annual reduction in the principal does not vest until the Loan Term has expired, it being understood that the annual reductions are to be considered only as an accounting tool and will not vest until expiration of the Loan Term.

Security for Note. This Restated Note is secured by the Authority Deed of Trust.

Joint and Several. The undersigned, if more than one, shall be jointly and severally liable hereunder.

Attorney's Fees and Costs. In the event that Authority takes any action to enforce this Restated Note, Borrower shall pay reasonable attorney fees, costs, and expenses incurred by Authority in connection with such action or proceeding brought to enforce any of the provisions of this Restated Note.

Assignment. Nothing in this Restated Note shall be constructed to affect or diminish Authority's right to assign all or any portion of this Restated Note or its rights to the proceeds of this Restated Note.

Time. Time is of the essence of all obligations under this Restated Note.

Modification or Amendment. This Restated Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be firmly attached to this Restated Note so as to become a permanent part thereof.

Severability. The covenants of this Restated Note are severable. Invalidation of any covenant or any part thereof by law, judgment, or court order shall not affect any other covenant.

Borrower's Waivers. Borrower waives any rights to require the Authority to (a) demand payment of amounts due (known as "presentment"); (b) give notice that amounts due have not been paid (known as "notice of dishonor"); and (c) obtain an official certification of nonpayment (known as a "protest").

Notices. Any notice that must be given to Borrower under this Restated Note will be given by delivering it or by mailing it by certified mail addressed to Borrower at the address of the Property, or as Borrower shall direct from time to time in writing. Any notice that must be given to the Authority under this Restated Note will be given by mailing it certified mail to the Authority at the address stated in the preamble to this Restated Note or such other address as Authority may direct from time to time in writing.

Successors. The covenants and agreements contained in this Restated Note shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Authority.

Waiver. No delay or omission by Authority in exercising any right or power accruing upon the compliance or failure of performance by Borrower hereto under the provisions of this Restated Note shall impair any such right or power or be construed to be a waiver thereof. A waiver by Authority of a breach of an Event of Acceleration or any other failure of performance by, Borrower of any of the covenants, conditions or agreements hereof to be performed by Borrower shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

IN WITNESS WHEREOF, Borrower has executed this Restated Note as of the date set forth above.

“BORROWER”

Jon Islas

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Irwindale Redevelopment Authority
5050 North Irwindale Avenue
Irwindale, California 91706
Attention: Executive Director

APN 8417-031-002

Exempt from payment of recording fees pursuant to Government Code §6103.

**FIRST RESTATED AND AMENDED
DEED OF TRUST WITH ASSIGNMENT OF RENTS
(Securing Shared Equity Appreciation)**

THIS FIRST RESTATED AND AMENDED DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Deed of Trust**") is made as of the ___ day of _____, 2021, by and between **JON ISLAS** ("**Trustor**"), whose address is 16160 Progress Lane, Irwindale, CA 91706, **FIRST AMERICAN TITLE INSURANCE COMPANY** ("**Trustee**"), whose address is 3 First American Way, Santa Ana, California 92701, and the **IRWINDALE HOUSING AUTHORITY**, a public body corporate and politic ("**Beneficiary**"), whose address is 5050 North Irwindale Avenue, Irwindale, California 91706.

RECITALS:

- A. Upon recordation in the Official Records of Los Angeles County, California ("**Official Records**"), this First Restated and Amended Deed of Trust shall restate, amend and supersede in its entirety that certain Deed of Trust with Assignment of Rents (Single-Family Residence) dated August 1, 2006 executed by Frances M. Islas ("**Original Borrower**"), an unmarried woman, to the Irwindale Redevelopment Agency securing that certain Promissory Note made by Original Borrower in the amount of One Hundred Twenty Nine Thousand Eighteen Dollars and Forty Six Cents (\$129,018.46) which was recorded on January 8, 2007 as Instrument No. 20070033744 in the Official Records against that certain real property in the City of Irwindale, County of Los Angeles, State of California described on Exhibit "1" ("**Property**").
- B. Beneficiary is the successor-in-interest to the Irwindale Redevelopment Agency.

GRANT:

Trustor grants to Trustee in trust, with power of sale, the Property together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of One Hundred Twenty Nine Thousand Eighteen Dollars and Forty Six Cents (\$129,018.46), with interest thereon according to the terms of that certain First Restated and Amended Promissory Note of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or their successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. As of June 30, 2021, the principal balance of the Note has been conditionally reduced to Thirty Two Thousand Two Hundred Fifty Four Dollars and Sixty Two Cents (\$32,254.62).

THIS DEED OF TRUST IS HEREBY MODIFIED/SUPPLEMENTED BY THE TERMS OF THAT CERTAIN RIDER TO DEED OF TRUST WHICH IS ATTACHED TO THIS DEED OF TRUST AND INCORPORATED HEREIN BY REFERENCE.

To protect the security of this Deed of Trust, and with respect to the Property, Trustor expressly makes each and all of the agreements, and adopt and agree to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. said agreements, terms and provisions contained in said subdivision A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

TRUSTOR

Jon Islas

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said

property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes and of all indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

RIDER TO FIRST RESTATED AND AMENDED DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS RIDER TO FIRST RESTATED AND AMENDED DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Rider**") is attached to and incorporated by reference to that certain First Restated and Amended Deed of Trust with Assignment of Rents (Single-Family Resident) executed by JON ISLAS as "**Trustor**," to FIRST AMERICAN TITLE INSURANCE COMPANY as "**Trustee**," in favor of IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic, as "**Beneficiary**." The First Restated and Amended Deed of Trust with Assignment of Rents, as hereby modified/supplemented by this Rider, is hereinafter referred to as the "Deed of Trust."

The following documents are incorporated herein by reference:

- a. The First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land by and between Trustor as "Owner" and Beneficiary as "Authority" of even date herewith ("**Restated Agreement**"), which sets forth terms and conditions for Beneficiary's obligations under the Loan (as defined below) to Trustor. All terms which are not defined in this Deed of Trust shall have the meaning given in the Restated Agreement.
- b. The First Restated and Amended Promissory Note of even date herewith ("**Restated Note**") with Trustor as "Borrower" and Beneficiary as "Authority" reflecting and original principal loan amount of One Hundred Twenty Nine Thousand Eighteen Dollars and Forty Six Cents (\$129,018.46) ("**Loan**" or "**Note Amount**"), for which this Deed of Trust is security. As of June 30, 2021, the principal balance of the Note has been conditionally reduced to Thirty Two Thousand Two Hundred Fifty Four Dollars and Sixty Two Cents (\$32,254.62).

The parties hereto agree:

1. **Obligations Secured.** Trustor makes this grant and assignment for the purpose of securing the following obligations:
 - a. Payment to Beneficiary of the Loan and all indebtedness at any time owing under the terms of the Restated Note;
 - b. Payment and performance of all obligations of Trustor under this Deed of Trust;
 - c. Payment and performance of all obligations of Trustor under the Restated Agreement;
 - d. Payment and performance of all future advances and other obligations of Trustor or any other person, firm, or entity with the approval of Trustor, may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when the obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

- e. All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.
2. **Mortgagee-in-Possession.** Neither the assignment of rents set forth in this Deed of Trust nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property, unless Beneficiary, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property.
3. **No Cure.** In the event Beneficiary collects and receives any rents under this Deed of Trust upon any default hereof, such collection or receipt shall in no way constitute a curing of the default.
4. **Waiver.** No delay or omission by Beneficiary in exercising any right or power accruing upon the compliance or failure of performance by Trustor hereto under the provisions of this Deed of Trust shall impair any such right or power or be construed to be a waiver thereof. A waiver by Beneficiary of a breach of, Event of Acceleration or any other of any failure of performance by, Trustor of any of the covenants, conditions or agreements hereof to be performed by Trustor shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

IN WITNESS WHEREOF, Trustor has executed this Rider as of the date set forth in the Deed of Trust.

TRUSTOR

Jon Islas

EXHIBIT "1"

LEGAL DESCRIPTION OF PROPERTY

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

LOT 2 OF TRACT NO. 29197, AS PER MAP RECORDED IN BOOK 729, PAGES 61 AND 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN 8417-031-002

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)
) ss.
COUNTY OF _____)

On _____, 2021 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 Public

SEAL:

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: 8417-031-002

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 JON ISLAS, an individual, owner of the land hereinafter described and hereinafter referred to as "Owner," and IRWINDALE HOUSING AUTHORITY, a public body and housing successor to the IRWINDALE REDEVELOPMENT AGENCY, present owner and holder of the Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land ("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 August 1, 2006, hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Frances M. Islas, Owner's predecessor in interest did execute the Agency Deed of Trust in favor of the IRWINDALE REDEVELOPMENT AGENCY to First American Title Insurance Company, Trustee, which Agency Deed of Trust was recorded on January 8, 2007 as document no. 20070033744, and Frances M. Islas did execute the Affordable Housing Agreement in favor of IRWINDALE REDEVELOPMENT AGENCY, which Affordable Housing Agreement was recorded on January 8, 2007 as Document No. 20070033745, Official Records of said county covering:

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

LOT 2 OF TRACT NO. 29197, AS PER MAP RECORDED IN BOOK 729, PAGES 61 AND 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of TWO HUNDRED TWENTY ONE THOUSAND AND 00/100 DOLLARS (\$221,000), dated not later than _____, 2021, in favor of

NFM, Inc., dba NFM Consultants, Inc.

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

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

APN: 8417-031-002

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

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

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

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

Beneficiary declares, agrees and acknowledges that:

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

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

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

"BENEFICIARY"

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

William K. Tam, Executive Director

ATTEST:

Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian Guerra, Authority Counsel

"OWNER"

JON ISLAS, an individual

Jon Islas

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)