CITY OF IRWINDALE

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

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

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

December 11, 2024

SPECIAL MEETING – 5:15 P.M.
REGULAR MEETING – 6:00 PM

ALBERT F. AMBRIZ - Mayor

LARRY G. BURROLA - Mayor Pro Tem

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

H. MANUEL ORTIZ - Councilmember

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

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

Listen Over Phone: 1-669-900-6833; 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 and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

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

Compensation for Board Members: Compensation for the members of the Irwindale City Council is $750.16 a month. In accordance with Government Code Section 54952.3, Councilmembers will not receive any additional compensation or stipend for the convening of the regular meetings of the Successor Agency to the Irwindale Community Redevelopment Agency. Councilmembers will receive additional compensation of $50/meeting, not to exceed $150 per month, for the convening the regular meetings of the Irwindale Housing Authority and an additional compensation of $300/meeting for convening the regular meetings of the Irwindale Reclamation Authority.

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

1. CALL TO ORDER

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

3. AB 2449 DISCLOSURES

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

4. SPONTANEOUS COMMUNICATIONS

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

5. CONSENT CALENDAR

A. Request to Approve Amendment No. 1 to the Amended and Restated Memorandum of Understanding (MOU) Between the City of Irwindale and the City of Azusa for the Development of the City of Irwindale-owned North Kincaid Pit, which is Located within the Boundaries of Both Jurisdictions (APNs: 8616-022-905, 8616-022-906 & 8616-001-270)

Agenda amended on Tuesday, 12/10/24 at 5:00 p.m. to add Item 5A
Department: Engineering

Recommendation: (1) Approve the attached Amended and Restated MOU between the City of Irwindale and the City of Azusa for the development of the City of Irwindale-owned North Kincaid Pit, which is located within the boundaries of both jurisdictions; and (2) Authorize the City Manager to execute the amended and restated Memorandum of Understanding, in a form acceptable to the City Attorney, on behalf of the City.

6. RECESS TO CLOSED SESSION

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

Title: City Manager

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

Property: 14905 Los Angeles Street, Irwindale CA
Agency Negotiator: Julian Miranda, Executive Director
Negotiating Parties: Marianna Diaz
Under Negotiation: Price and terms of payment

Property: 5059 Allen Drive (APN 8417-030-004)
Agency Negotiator: Theresa Olivares, Assistant City Manager
Negotiating Parties: HH and TJY Investment Company
Under Negotiation: Price and terms

7. RECONVENE IN OPEN SESSION

8. REPORT FROM CLOSED SESSION

9. ADJOURNMENT

REGULAR MEETING

10. CALL TO ORDER

11. PLEDGE OF ALLEGIANCE

12. INVOCATION

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

14. AB 2449 DISCLOSURES

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

15. CHANGES TO THE AGENDA

16. COUNCIL MEMBER TRAVEL REPORTS

17. DECLARING RESULTS OF NOVEMBER 5, 2024 ELECTION

A. Declaring Results of November 5, 2024 General Municipal Election
Department: City Clerk

Recommendation: **Adopt Resolution No. 2024-107-3584** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, ACCEPTING THE OFFICIAL CANVASS AND OFFICIAL STATEMENT OF VOTES CAST FROM THE COUNTY OF LOS ANGELES REGISTRAR RECORDER'S OFFICE, AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW" reading by title only and waiving further reading thereof.

18. ADMINISTRATION OF OATHS OF OFFICE TO MARK A. BRECEDA, LARRY G. BURROLA, AND MANUEL R. GARCIA

19. REORGANIZATION OF CITY COUNCIL

A. Reorganization of the City Council
Department: City Clerk

Recommendation: Councilmembers elect Mayor and Mayor Pro Tempore.

20. ROLL CALL OF NEWLY SEATED CITY COUNCIL

21. COUNCILMEMBER COMMENTS

22. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

23. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Farewell Message from U.S. Congresswoman Grace Napolitano

24. CONSENT CALENDAR

A. Approve the minutes of the Special/Regular/Joint meetings held October 23, 2024, October 30, 2024, and November 13, 2024
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve

C. Approval of the 2025 Local Appointments List
Department: City Clerk

Recommendation: **Adopt Resolution No. 2024-89-3566** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2025 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME" reading by title only and waiving further reading thereof.

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

Recommendation:
That the City Council review, receive and file the Development Impact Fee Compliance Report for Fiscal Year ending on June 30, 2024.

E. Award a Professional Services Agreement to Willdan Financial Services for Development Impact Fee Study Update
Department: Finance

Recommendation: That the City Council of the City of Irwindale authorize the City Manager to enter into a contract with Willdan Financial Services for a Development Impact Fee Study Update for an amount not to exceed $65,520.

F. Amendment No. 1 to Contract Services Agreement with PlanetBids, Inc. for Electronic Procurement Software System Services.
Department: Finance

Recommendation: That the City Council of Irwindale Approve Amendment No. 1 to the Contract Services Agreement with PlanetBids, Inc. for Electronic Procurement (eProcurement) Software System Services, and authorize the City Manager to enter into Amendment No. 1 to the Contract Services Agreement with PlanetBids, Inc, subject to City Attorney approval as to form.

G. Second Reading of Ordinance No. 781 Establishing a Supplemental Transactions and Use Tax Ordinance, Adoption of Resolution No. 2024-99-3576 Approving Administrative Agreements with the California Department of Tax and Fee Administration, and Resolution No. 2024-100-3577 Authorizing the Examination of Transactions and Use Tax Records, and Approving Professional Services Agreement with Hinderliter, de Llamas and Associates
Department: Finance

Recommendation: (1) **Adopt on second reading by title only with further reading waived Ordinance No. 781** entitled, "AN ORDINANCE OF THE PEOPLE OF THE CITY OF IRWINDALE, CALIFORNIA ADDING CHAPTER 3.58 TO TITLE 3 OF THE IRWINDALE MUNICIPAL CODE TO ENACT A SUPPLEMENTAL TRANSACTIONS AND USE TAX (SALES TAX) AT A RATE OF ONE-QUARTER OF A PERCENT (1/4%), EFFECTIVE AFTER LOS ANGELES COUNTY MEASURE H EXPIRES OR REPEALS, TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION"; and (2) **Adopt Resolution No. 2024-99-357**6 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION TO ADMINISTER AND OPERATE THE CITY'S SUPPLEMENTAL TRANSACTIONS AND USE (SALES) TAX"; and (3) **Adopt Resolution No. 2024-100-3577** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DESIGNATING AND AUTHORIZING CERTAIN CITY EMPLOYEES TO REVIEW AND EXAMINE THE CITY'S TRANSACTIONS AND USE TAX RECORDS OF THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION"; and (4) Authorize a professional services agreement with Hinderliter, de Llamas and Associates (HdL) for transactions tax audit and information services.

H. Amendment to Post Office Lease
Department: Finance

Recommendation: That the City Council approve the Amendment to the Lease between the City of Irwindale and the United States Postal Service for the extension of the lease of the post office site located at 16025 Calle Del Norte, Irwindale and authorize the City Manager to enter into a lease renewal agreement with the United States Post Office and broker agreement with Jones, Lang LaSalle Americas, Inc. subject to City Attorney approval as to form.

I. Update and Expenditure Plan for Use of the Remaining American Rescue Plan Act (ARPA) Funding.
Department: Finance

Recommendation: That the City Council (1) Receive an update regarding the American Rescue Plan Act (ARPA), and (2) **Adopt Resolution No. 2024-108-3585** entitled, "A Resolution of the City Council of the City of Irwindale Amending the FY 2024-2025 Operating Budget and Appropriating American Rescue Plan Act (ARPA) funds for Various City Needs".

J. Approval of Memorandum of Understanding with the Irwindale Police Officers' Association (IPOA)
Department: Human Resources

Recommendation: Approve the Memorandum of Understanding by and between the City of Irwindale and the Irwindale Police Officers' Association July 1, 2024 – June 30, 2027.

K. Amendment No. 1 to Contract Services Agreement with Norman A. Traub Associates LLC for Personnel Investigative Services and Related Budget Appropriation
Department: Human Resources

Recommendation: (1) **Adopt Resolution No. 2024-101-3578** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE APPROPRIATION OF FIFTY-FIVE THOUSAND DOLLARS ($55,000.00) FROM GENERAL FUND RESERVES FOR PERSONNEL INVESTIGATIVE SERVICES BETWEEN THE CITY OF IRWINDALE AND NORMAN A. TRAUB ASSOCIATES LLC"; and (2) Approve Amendment No. 1 to Contract Services Agreement with Norman A. Traub LLC.

L. Contract Amendment No. 3 with LSA
Department: Community Development

Recommendation: Approve the attached Amendment No. 3 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation and completion of the Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 500 Speedway Drive, Irwindale, CA 91706.

M. Contract Amendment No. 2 - Environmental Science Associates (ESA)
Department: Community Development

Recommendation: (1) Approve Amendment No. 2 to Agreement for Professional Services between the City of Irwindale and Environmental Science Associates (ESA) for a budget amendment in the amount of $139,581.00 to complete the Housing Element, Safety Element, and Environmental Justice Element and environmental document; and (2) **Approve Resolution No. 2024-103-3580** entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING THE FISCAL YEAR (FY) 2024/2025 BUDGET BY APPROPRIATING $139,581.00 FOR AMENDMENT NO. 2 TO THE PROFESSIONAL CONSULTING CONTRACT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) TO COMPLETE THE PREPARATION OF THE HOUSING ELEMENT, SAFETY ELEMENT, AND DEVELOPMENT OF AN ENVIRONMENTAL JUSTICE ELEMENT, AND THE APPROPRIATE ENVIRONMENTAL REVIEW DOCUMENT”

N. Second Reading - Ordinance No. 790 to Add Chapter 9.68 of Title 9 to the Irwindale Municipal Code
Department: City Attorney

Recommendation: **Adopt on second reading Ordinance No. 790**, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, ADDING CHAPTER 9.68 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE TO PROHIBIT UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY."

O. Second Reading - Ordinance No. 791 to Add Chapter 9.72 of Title 9 to the Irwindale Municipal Code
Department: City Attorney

Recommendation: **Adopt on second reading Ordinance No. 791** entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 9.72 OF TITLE 9 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT ANY UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS TO THE CITY OF IRWINDALE."

P. Approval of Construction Change Orders for the Aquatic Center Swimming Pool Renovation Project; P-1062
Department: Engineering

Recommendation: **Adopt Resolution No. 2024-111-3588** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) APPROVING CONSTRUCTION CHANGE ORDER IN THE AMOUNT OF $290,856.92 FOR THE AQUATIC CENTER SWIMMING POOL RENOVATION PROJECT (P-1062) TO INCREASE THE CONTRACT FROM $611,886.69 TO $902,743.61; AND (2) APPROVING AN UPDATED 10% PROJECT CONTINGENCY IN THE AMOUNT OF $90,274.36 TO COVER ANY UNFORESEEABLE CONDITIONS THAT MAY ARISE DURING CONSTRUCTION"

Q. Acceptance of the Construction of the Irwindale Park Improvements Project Phase IV & V - P-1011
Department: Engineering

Recommendation: (1) Ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for the constructed improvements for the Irwindale Park Improvements Project Phase IV & V; (2) approve the final construction project amount of $5,940,342.54; (3) authorize the City Clerk to record the Notice of Completion; (4) authorize the Finance Director to release the 5% retention amount for the construction project; and (5) **adopt Resolution No. 2024-110-3587** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING AN ADDITIONAL $607,674.02 FROM THE GENERAL FUND TO THE IRWINDALE PARK IMPROVEMENTS PROJECT PHASE IV & V; P-1011".

R. Declaration of Surplus Equipment
Department: Finance

Recommendation: Receive and file.

25. SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience speak on items not on this agenda that are within the City Council's subject matter jurisdiction. 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 participate (except as stated), it is requested that all such communications be made in writing to be included on the next agenda for full discussion and action

All members of the public are asked to observe the City's Rules of Procedure and Public Meeting Decorum. The City's Rules of Procedure and Public Meeting Decorum can be found on the City's website, and Chapter 2.40 of the Irwindale Municipal Code. You may also contact the City Clerk's Office for copies.

Each speaker will be limited to 3 minutes unless such time limits are extended. If a member of the public wishes to donate their time to another speaker, both persons must be physically present and in attendance of the meeting. The Presiding Officer may, in his or her discretion, extend the 3-minute time limitation for the particular subject for all speakers. Organized groups of persons wishing to address the Council on the same subject should select a spokesperson to represent the group, so as to avoid unnecessary repetition. In no event shall the total amount of speaking time for exceed 6 minutes per person for the subject under discussion.

The Council may regulate a speaker who is speaking too long or out of order, being unduly repetitious, discussing irrelevancies, or extending to items not within its subject matter jurisdiction. Please be reminded that discrimination, abusive use of profanity, unruly disruption, and violent or physically threatening conduct is discouraged. Members of the public shall not disrupt the orderly conduct of the meeting. The Presiding Officer will request that a person cease any disruptive conduct, and if not immediately stopped, will direct the person to be removed from the meeting.

Public Comments will be heard in the following order:

1: In-person attendees

2: Teleconference attendees

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

26. NEW BUSINESS

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

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

Recommendation: **Adopt Resolution No. 2024-106-3583** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY" reading by title only and waiving further reading thereof.

B. Appointment of Parks & Recreation Commissioners
Department: City Clerk

Recommendation: **Adopt Resolution No. 2024-104-3581** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

C. Appointment of Senior Citizen Commissioners
Department: City Clerk

Recommendation: **Adopt Resolution No. 2024-105-3582** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE FOR TERMS EXPIRING DECEMBER 31, 2027" reading by title only and waiving further reading thereof.

D. Annual Report by City of Irwindale Inclusion Specialist (Verbal Presentation)
Department: Public Services

Recommendation: Receive and file the City of Irwindale Inclusion Specialist Annual Report.

27. PUBLIC HEARINGS

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

28. CITY MANAGER'S REPORT

29. REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

If a City Council Member is interested in a task or project, the City Council Member shall request that the item be agendized in this section.

30. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

31. AB 2449 DISCLOSURES

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

32. CONSENT CALENDAR

A. Approve the minutes of the Regular meetings held October 23, 2024, and November 13, 2024
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve

C. Consideration of Resolution No. SA 2024-102-3579 of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Recognized Obligation Payment Schedule and Administrative Budget for July 1, 2025 through June 30, 2026
Department: Finance

Recommendation: **Adopt Resolution No. SA 2024-102-3579** entitled "A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026."

33. 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.

34. NEW BUSINESS

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

35. PUBLIC HEARINGS

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

36. ADJOURN

HOUSING AUTHORITY

37. AB 2449 DISCLOSURES

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

38. CONSENT CALENDAR

A. Approve the minutes of the Special/Regular/Joint meetings held October 23, 2024, October 30, 2024, and November 13, 2024
Department: City Clerk

Recommendation: Approve

B. SB 341 Annual Report for Fiscal Year (FY) 2023-2024
Department: Administration

Recommendation: Receive and file the SB 341 Annual Report for FY 2023-2024 and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

C. AMENDED - Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2023-2024
Department: Administration

Recommendation: Receive and file the FY 2023-2024 Amended Irwindale Housing Authority Annual Report and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

39. 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.

40. NEW BUSINESS

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

41. PUBLIC HEARINGS

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

42. ADJOURN

RECLAMATION AUTHORITY

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

43. AB 2449 DISCLOSURES

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

44. CONSENT CALENDAR

A. Minutes of the Regular Meeting held September 11, 2024
Department: City Clerk

Recommendation: Approve

B. 2024 Fourth Quarter Mining Report of Nine (9) SMARA Pits
Department: Engineering

Recommendation: Receive and file this report.

C. Investment Quarterly Report for Fiscal Quarter Ending September 30, 2024
Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for the fiscal quarter ending September 30, 2024.

45. SPONTANEOUS COMMUNICATIONS

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

46. NEW BUSINESS

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

47. PUBLIC HEARINGS

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

48. 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, Housing Authority, and Reclamation Authority, to be held on December 11, 2024, be posted at the City Hall, Library, and Post Office on **December 7, 2024.**

Laura M. Nieto

Laura M. Nieto, MMC
Chief Deputy City Clerk

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to Approve Amendment No. 1 to the Amended and Restated Memorandum of Understanding (MOU) Between the City of Irwindale and the City of Azusa for the Development of the City of Irwindale-owned North Kincaid Pit, which is Located within the Boundaries of Both Jurisdictions (APNs: 8616-022-905, 8616-022-906 & 8616-001-270)

Agenda amended on Tuesday, 12/10/24 at 5:00 p.m. to add Item 5A

City Manager's Recommendation:

(1) Approve the attached Amended and Restated MOU between the City of Irwindale and the City of Azusa for the development of the City of Irwindale-owned North Kincaid Pit, which is located within the boundaries of both jurisdictions; and (2) Authorize the City Manager to execute the amended and restated Memorandum of Understanding, in a form acceptable to the City Attorney, on behalf of the City.

Administrative Action:

Submitted / Prepared by:

Eddie Chan, Director of Engineering / Building Official

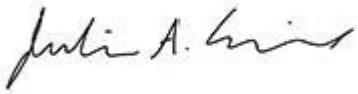
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The North and South Kincaid Pits were an unimproved former mining quarry owned by the City and located within the boundaries of both the City of Irwindale and City of Azusa, with a total area of approximately 35 acres. The Cities of Irwindale and Azusa previously entered into an MOU on July 23, 2003, for the purposes of developing the North Kincaid Pit. However, land use entitlements were not obtained, and the development proposal never materialized due to the property's local water retention significance. In 2005, the North Kincaid Pit was purchased by the former Irwindale Community Redevelopment Agency.

Following approval of the Long-Range Property Management Plan in December 2014, the City purchased the Kincaid Pit for government purposes to secure access for water basin maintenance. In 2015, staff identified a solution to move water through the North Kincaid pit to the South Kincaid pit to allow for commercial development purposes on the North Kincaid site. A Notice of Exemption for the grading operation was prepared and filed in compliance with the California Environmental Quality Act and the City's Environmental Guidelines in order to fill the North Kincaid pit and prepare it for future development. In February 2017, a new MOU between Irwindale and Azusa was approved, but never fully executed. On June 14, 2017, Five Points, LLC (Developer) purchased the Kincaid Pit from the City.

On December 18, 2018, the City Council approved the amended and restated MOU to reaffirm the commitment to the commercial development of the North Kincaid site and describe the process for the remediation, grading, and backfilling of the North Pit and the use of the South Pit as a retention basin designed to receive stormwater flows from the North pit.

The Kincaid Pit is located within the boundaries of both the City of Irwindale and City of Azusa, east of Irwindale Avenue and bisected by the 1-210 Freeway, which divides the pit into the North Pit and South Pit. The 6.21-acre site (located in Irwindale) and the 8.67-acre site (located in Azusa) collectively make up the North pit and are occupied by two freeway oriented digital billboards. In an effort to improve the condition of the site and positively affect the local economy, staff within the Cities of Irwindale and Azusa believe the development of the Kincaid Pit is best accomplished through a cooperative agreement between the Cities and the Developer. Such an agreement will assure a consistent project design and efficient approval and development process. Concurrent with the remediation operations in the North Pit, stormwater drainage improvements would be installed to convey stormwater under the I-210 Freeway to the South Pit.

It is now necessary for the City Council to consider Amendment No. 1 to the amended and restated MOU between the City of Irwindale and the City of Azusa to memorialize the understanding for the processing and administration of the Remediation Phase and Development Phase of the site.

The MOU contains the following elements:

- Identifies that the Remediation Phase must go through each city's permitting process.
- Each City will collect their corresponding engineering, plan check, permitting, and inspection fees.
- Irwindale will be the lead agency responsible for processing the environmental reviews for the project, and Azusa will be a responsible agency.
- Irwindale will obtain the environmental consultant, subject to Azusa's approval.

Fiscal Impact:

Both Cities have incurred legal costs to prepare and negotiate the subject MOU as part of their due process. However, the costs associated with the execution of the MOU will be fully borne by the Developer, including the remediation and fill operation that must be completed before any development can take place.

Attachments:

1. Amendment No. 1 to Amended and Restated MOU for Developoment of Kincaid Pit by and Between the City of Irwindale and the City of Azusa
2. 2018 Amended and Restated MOU for Development of Kincaid Pit

AMENDMENT NO. 1

TO AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING FOR DEVELOPMENT OF KINCAID PIT BY AND BETWEEN THE CITY OF IRWINDALE AND THE CITY OF AZUSA

This **AMENDMENT NO. 1 TO AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING FOR DEVELOPMENT OF KINCAID PIT** ("Amendment No. 1") by and between the **CITY OF IRWINDALE** ("Irwindale") and the **CITY OF AZUSA** ("Azusa") is effective as of the __ day of _____, 2024. Irwindale and Azusa are sometimes referred to herein individually as "party" or collectively as "parties."

RECITALS

A. The Kincaid Pit is unimproved real property located within the boundaries of both Irwindale and Azusa and is bisected by the 210 Freeway, divided into the North Pit and the South Pit (referred to herein as "Site").

B. Irwindale and Azusa entered into that certain Memorandum of Understanding for Development of Kincaid Pit dated July 23, 2003. The parties approved a new Memorandum of Understanding by action of Irwindale's City Council on February 22, 2017 and Azusa's City Council on February 6, 2017 ("2017 MOU"), which was never fully executed.

C. Thereafter, the parties entered into an Amended and Restated Memorandum of Understanding for Development of Kincaid Pit dated December 12, 2018 ("Agreement"), which amended and restated the 2017 MOU in its entirety for the purposes of reaffirming the Parties' commitment to the development of the Site through continuous cooperation to accomplish development of the site as a major regional retail center.

D. The Agreement divided the development of the Site into two phases, the remediation and grading phase ("Remediation Phase"), and implementation of land use entitlements and development of commercial and/or industrial facilities ("Development Phase"). It was understood and agreed by the parties that the Development Phase must go through a land use entitlement process to be determined by each city and would be subject to noticed public hearings.

E. The Parties desire to memorialize their agreement and understanding that each City shall be responsible for the processing and administration of the Remediation Phase and Development Phase within the boundary of their jurisdiction.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

a. Section 1.02, "Purpose of Agreement", is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

"This Agreement amends and restates the 2017 MOU in its entirety. ~~This Agreement identifies the steps the parties will follow to process the Remediation of the Site.~~ ***It is expressly understood and agreed by the parties that the Remediation Phase must go through a permitting process to be determined by each City.*** It is expressly understood and agreed by the parties that the Development Phase must go through a land use entitlement process to be determined by each City and will be subject to noticed public hearings. The parties agree to cooperate and coordinate processing of each jurisdiction's respective permit processes and/or entitlement processes as well as inspection and oversight of the Remediation Phase concurrently, to the extent reasonably possible. Nothing herein shall imply any prejudgment concerning the Development Project nor does this Agreement imply any obligation on the part of any party to enter into any agreement or approve any particular land use entitlement that may result from the negotiations contemplated herein."

b. Section 2.01, "Remediation Phase", is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

"On July 25, 2018, Irwindale approved that certain Agreement for Performance of Remediation and Grading Work, which in relevant part, describes the Remediation the Developer must follow to include removal of deleterious materials below the present pit bottom at the Site in compliance with California Regional Quality Control Board requirements, importation of clean soil fill materials, receipt, placement and compaction of up Los Angeles County generated debris basin sediment, and construction of a storm water retention and detention basins and related surface storm water drainage improvements. Irwindale does not anticipate any further approvals required from the Irwindale City Council to accomplish the Remediation. Similarly, Azusa has confirmed that the approval of grading and other related permits to allow for the Remediation may be accomplished administratively and that no public hearing is required. ***Azusa currently has one open permit GRD-19-01 at the Site, which it shall continue to process until the permit is closed, and collect the requisite fees according to Azusa's fee schedule.*** To this end, both Azusa and Irwindale will ***be responsible for administering*** process all such permits required for the Remediation ***Phase*** in a timely manner so that the timeline set forth in Section 2.03 is not delayed. ***Said permit(s) shall be issued upon the mutual completion of the engineering plan check performed by each City and in concurrence with the permit procurement procedures of each agency, including but not limited to the developer's payment of permit fees, furnishing a certificate of insurance, and procuring City business license. Each City will perform inspection and oversight over the permits issued from their jurisdiction, and will coordinate inspection and oversight over the***

Remediation Phase. The parties agree that no further agreements are required to be processed between themselves to accomplish the Remediation Phase."

c. A new subsection (a), "Fees", is hereby added to Section 2.01, "Remediation Phase" of the Agreement, to read in its entirety as follows:

"Each City will collect their corresponding engineering, plan check, permitting, and inspection fees for those portions of the Site located within their boundaries, respectively, in accordance with their respective schedule of fees. ***Each City shall be separately and solely responsible for collection of any applicable fees from the developer.***"

d. Section 2.02, "Development Phase", is hereby amended to read in its entirety as follows (added text shown in bold italics, deleted text shown in strikethrough):

"Irwindale and Azusa will process those Project entitlements for the portions of the Site located within their boundaries, respectively. To the extent permitted by law, the parties will cooperate to process the separate land use entitlement applications for the Development Phase simultaneously pursuant to each jurisdiction's Development Code and any applicable state planning and zoning law requirements. Such cooperation may include, but is not limited to***,*** cooperation in the preparation of environmental documents to comply with the California Environmental Quality Act (CEQA), and holding joint public hearings by Irwindale and Azusa to consider Project entitlements. Irwindale will be ***the lead agency*** principally responsible for processing the environmental reviews necessary for the Project. As permitted under CEQA, Azusa will ***be a responsible agency, and*** cooperate with Irwindale in the preparation of any environmental document required for the Project and utilize such documents for its consideration in adopting mitigation measures and issuing necessary entitlements for the Project. ***Irwindale shall be responsible for obtaining an environmental consultant, subject to approval by Azusa not to be unreasonably withheld.***"

e. A new subsection (a), "Fees", is hereby added to Section 2.02, "Development Phase" of the Agreement, to read in its entirety as follows:

"The parties will collect all land use entitlement fees for those portions of the Site located within their boundaries, respectively, and in accordance with each party's comprehensive fee schedule."

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. Affirmation of Agreement; Warranty Re Absence of Defaults. Irwindale and Azusa each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or

oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Azusa represents and warrants to Irwindale that, as of the date of this Amendment No. 1, Irwindale is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Irwindale represents and warrants to Azusa that, as of the date of this Amendment No. 1, Azusa is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF IRWINDALE

By: _____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

_____
Adrian R. Guerra, City Attorney

CITY OF AZUSA

By: _____
Sergio Gonzales, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING FOR DEVELOPMENT OF KINCAID PIT

This AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING ("**Agreement**") is made this 12th day of December 2018, by and among the CITY OF IRWINDALE ("**Irwindale**"), and the CITY OF AZUSA ("**Azusa**") Irwindale and Azusa are sometimes hereinafter referred to individually as "party" or collectively as "parties."

RECITALS

The parties enter into this Agreement on the basis of the following facts, understandings, and intentions.

A. The Kincaid Pit (i) is unimproved real property located within the boundaries of both Irwindale and Azusa, (ii) is bisected by the 210 Freeway and divided into the North Pit and the South Pit, and (iii) is depicted on **Exhibit "A"** attached hereto and incorporated herein ("**Site**").

B. Irwindale and Azusa each have jurisdiction over permitting of any development over that portion of the Site within their respective boundaries, and believe that the development of the Site is best accomplished through a cooperative agreement among Irwindale, Azusa, and Developer to assure a consistent and efficient approval and development process.

C. The parties anticipate that the filling operation required to rehabilitate the Site from the condition left by the effects of mining require significant investment. The fill operation is scheduled to take approximately forty-eight (48) months after the full execution of this Agreement to complete and significant funds will be required to place engineered fill at the Site.

D. The parties previously entered into that certain Memorandum of Understanding for Development of Kincaid Pit dated July 23, 2003. Thereafter, the parties approved a new Memorandum of Understanding by action of Irwindale's City Council on February 22, 2017 and Azusa's City Council on February 6, 2017 ("2017 MOU"), which was never fully executed.

E. The parties now wish to amend and restate the 2017 MOU by this MOU to reaffirm the parties' commitment to the development of Kincaid Pit through continuous cooperation to accomplish development of the Site as a major regional retail center. Preliminarily, the parties wish to describe the process for the remediation of grading of the Site through this MOU and generally describe the steps required for implementing zoning and land use changes to facilitate the future development of improvements thereon, subject to the approval of separate instruments by the parties, as described herein.

AGREEMENT

NOW, THEREFORE, incorporating and in consideration of the mutual covenants contained herein, parties mutually agree to the following:

SECTION 1. NATURE OF NEGOTIATIONS.

1.01 **Good Faith.** Irwindale and Azusa agree that, for the period set forth in Section 3.01 herein ("**Negotiation Period**"), they will negotiate diligently and in good faith to process the grading and development of the Site (**"Project"**) in two (2) phases, the remediation and grading phase (collectively **"Remediation Phase"**) and implementation of land use entitlements and development of commercial and/or industrial facilities (**"Development Phase"**). The Remediation Phase will be processed by the parties as set forth in this Agreement. The Development Phase, on the other hand, will require the parties to prepare and enter into any agreement necessary or desirable ("**Development Instruments**") to allow for entitlement approvals and the development of the Site consistent with the provisions of this Agreement, all rules, regulations, standards, and criteria set forth in the respective Cities' General Plans, and any applicable zoning regulations that may hereinafter be adopted by the parties for their respective jurisdictions. The Project will be processed by Irwindale and Azusa and accomplished by Five Points, LLC, the developer selected by Irwindale, and its subcontractors (collectively, "Developer"), and subject to the terms Irwindale, Azusa, and the selected Developer agree upon.

1.02 **Purpose of Agreement.** This Agreement amends and restates the 2017 MOU in its entirety. This Agreement identifies the steps the parties will follow to process the Remediation of the Site. It is expressly understood and agreed by the parties that the Development Phase must go through a land use entitlement process to be determined by each City and will be subject to noticed public hearings. Nothing herein shall imply any prejudgment concerning the Development Project nor does this Agreement imply any obligation on the part of any party to enter into any agreement or approve any particular land use entitlement that may result from the negotiations contemplated herein.

SECTION 2. REMEDIATION AND DEVELOPMENT PHASES.

2.01 **Remediation Phase**. On July 25, 2018, Irwindale approved that certain Agreement for Performance of Remediation and Grading Work, which in relevant part, describes the Remediation the Developer must follow to include removal of deleterious materials below the present pit bottom at the Site in compliance with California Regional Quality Control Board requirements, importation of clean soil fill materials, receipt, placement and compaction of up Los Angeles County generated debris basin sediment, and construction of a storm water retention and detention basins and related surface storm water drainage improvements. Irwindale does not anticipate any further approvals required from the Irwindale City Council to accomplish the Remediation. Similarly, Azusa has confirmed that the approval of grading and other related permits to allow for the Remediation may be accomplished administratively and that no public hearing is required. To this end, both Azusa and Irwindale will process all such permits required for the Remediation in a timely manner so that the timeline set forth in Section 2.03 is not delayed. The parties agree that no further agreements are required to be processed between themselves to accomplish the Remediation Phase.

2.02 **Development Phase.** Irwindale and Azusa will process those Project entitlements required for the portions of the Site located within their boundaries, respectively. To the extent permitted by law, the parties will cooperate to process the separate land use entitlement applications for the Development Phase simultaneously pursuant to each jurisdiction's Development Code and any applicable state planning and zoning law requirements. Such cooperation may include, but is not limited to, cooperation in the preparation of environmental documents to comply with the California Environmental Quality Act (CEQA),

and holding joint public hearings by Irwindale and Azusa to consider Project entitlements. Irwindale will be principally responsible for processing the environmental reviews necessary for the Project. As permitted under CEQA, Azusa will cooperate with Irwindale in the preparation of any environmental document required for the Project and utilize such documents for its consideration in adopting mitigation measures and issuing necessary entitlements for the Project.

2.03 **Schedule of Performance.** The goal will be to (a) commence filling the North Pit by January 31, 2019, (b) commence construction of the above-grade improvements (e.g., buildings) by December 31, 2023, and (c) open the Project by December 31, 2024, with an understanding that the opening of the Project may be phased. The Development Instruments shall contain a more detailed Schedule of Performance.

2.04 **Sales Tax Sharing Agreement.** Irwindale and Azusa intend to share sales tax revenues evenly, if any, produced from the Project, regardless of where the sales tax generating sources are located on the Site. Such sales tax sales agreement shall be negotiated in good faith by the parties.

SECTION 3. DURATION OF NEGOTIATIONS.

3.01 **Period of Exclusive Negotiation.** The period of negotiation shall be one (1) year from the date this Agreement is signed by the parties (the "**Term**"). The parties understand and agree that should the Period of Negotiation end without agreement on the Schedule of Performance contemplated in Section 2.02, no party shall be liable to the other party for costs incurred in the Remediation Phase.

3.02 **Early Termination.** If any of the parties determine that the Project is not economically feasible, or if Irwindale or Azusa find progress with respect to the Schedule of Performance set forth in Section 2.02 is unsatisfactory in its reasonable discretion, then such party may terminate this Agreement by delivering written notice thereof to the other parties. No party shall be liable to the other party for costs incurred in the Remediation Phase.

SECTION 4. SELECTED DEVELOPER'S RESPONSIBILITIES.

4.01 The Developer selected will prepare such studies, reports, and analysis, as shall be necessary to permit Developer to determine the feasibility of the Project. Developer shall obtain any additional permits from other agencies as necessary.

4.02 The design of the Project shall be "Spanish Mission" architecture consistent with the design guidelines of both Irwindale and Azusa, or such other design theme as may be agreed by the parties in the Development Instruments. It is agreed that Developer shall also obtain architectural review and other approvals for the Project from both Irwindale and Azusa for the portions of the Project that fall within the boundaries of the respective Cities. The Developer will be solely responsible for obtaining all approvals and entitlements for the Project, arranging the financing for the Project, and constructing all improvements upon the Site.

4.03 It is also agreed that development of the Site by Developer may necessitate changes to existing circulation and access patters that lead to the Site, including access from

surrounding properties and streets. The parties agree to cooperate in the redesign of such access and circulation patterns to accommodate improved access to the Site and Project.

SECTION 5. MISCELLANEOUS.

5.01 **Indemnification.** Each party shall defend and indemnify the other party against, any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, attorneys' fees, and court costs related to this Agreement and arising either directly or indirectly from any act, error, omission, or negligence of Irwindale or Azusa or its respective agents, officers, or employees.

5.02 **Governing Laws and Venue.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

5.03 **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

[SIGNATURES ON NEXT PAGE.]

CITY OF IRWINDALE

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF AZUSA

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Kincaid Pit

Figure 1: Location Map and Site Plan

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Declaring Results of November 5, 2024 General Municipal Election

City Manager's Recommendation:

Adopt Resolution No. 2024-107-3584 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, ACCEPTING THE OFFICIAL CANVASS AND OFFICIAL STATEMENT OF VOTES CAST FROM THE COUNTY OF LOS ANGELES REGISTRAR RECORDER'S OFFICE, AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

A Consolidated General Municipal Election was held and conducted in the City of Irwindale, California, on Tuesday, November 5, 2024, as required by law.

The results of the November 5, 2024 Consolidated General Municipal Election have been canvassed by the Los Angeles County Registrar-Recorder / County Clerk's Office. On completion of the canvass of votes, Elections Code §§10263-10264 requires the city council to adopt a resolution reciting the election and results including (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the measures voted upon; (5) the number of votes given at each precinct to each person, and for and against each measure; (6) the total number of votes given to each person, and for or against each measure.

In consolidated elections, the city council must meet to declare the results at the next regularly scheduled city council meeting, or a special meeting called for this purpose, following the presentation of the 28-day canvass from the county elections official.

The results of the November 5, 2024 Consolidated General Municipal Election are hereby transmitted for adoption through Resolution No. 2024-107-3584, certifying the same. It would now be appropriate for the City Council to adopt the resolution, certifying the election results.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Resolution No. 2024-107-3584 Declaring the Results of November 5, 2024 Election
2. Certificate of the Canvass of the Election Returns for the November 5, 2024 General Election

RESOLUTION NO. 2024-107-3584

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, ACCEPTING THE OFFICIAL CANVASS AND OFFICIAL STATEMENT OF VOTES CAST FROM THE COUNTY OF LOS ANGELES REGISTRAR RECORDER'S OFFICE, AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a Consolidated General Municipal Election was held and conducted in the City of Irwindale, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that elections officers were appointed and in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by applicable provisions of the Elections Code of the State of California for the holding of elections in charter cities and the provisions of the City of Irwindale's Charter; and

WHEREAS, the Los Angeles County Registrar Recorders Office canvassed the returns of the election and has certified the results to this City Council; the results are received, attached and made a part hereof as "Exhibit A;" and

WHEREAS, the City Council of the City of Irwindale now desires to adopt this resolution reciting the November 5, 2024 Consolidated Municipal Election and declaring its results.

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

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

SECTION 2. The Chief Deputy City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the measures voted upon; (5) the number of votes given at each precinct to each person, and for and against each measure; (6) the total number of votes given to each person, and for or against each measure.

SECTION 3. The whole number of ballots cast in the precinct except vote by mail voter ballots was **310**, that the whole number of vote by mail voter ballots cast in the City was **439**, making a total of **749** ballots cast in the City.

SECTION 4. The names of persons voted for at the election for Member of the City Council are as follows:

Manuel R. Garcia
Mark A. Breceda
Larry G. Burrola
Marguerite S. Lopez-Sapien

SECTION 5. One measure**,** Measure IR, was voted upon and passed.

SECTION 6. The number of votes given at each precinct and the number of votes given in the City for each of the persons above-named for the office of Member of the City Council for which they were candidates, and for and against the measure are listed in Exhibit A, and incorporated herein by reference.

SECTION 7. The City Council does declare and determine that: Manuel R. Garcia was elected as Member of the City Council for the full term of four years; Mark A. Breceda was elected as Member of the City Council for the full term of four years; and Larry G. Burrola was elected as a Member of the City Council for the full term of four years.

SECTION 8. The Chief Deputy City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the Chief Deputy City Clerk and authenticated; the Chief Deputy City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the Chief Deputy City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 9. That the Chief Deputy City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of December 2024.

_____
Albert F. Ambriz, 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. 2024-107-3584 was duly and regularly passed and adopted by the City Council of the City of Irwindale at a regular meeting held on the 11th day of December 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

December 3, 2024

Laura Nieto, City Clerk
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

CITY OF IRWINDALE GENERAL MUNICIPAL ELECTION

Dear City Clerk:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of Irwindale General Municipal Election consolidated with the General Election held in Los Angeles County on November 5, 2024.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

SONIA CORONA, Head
Election Planning Section

Attachment:
Official Canvass Certificate
Official Statement of Votes Cast

J:2024EF.GeneralElec.Nov2024.CanvassCert.CityLetter

Los Angeles County Registrar-Recorder/County Clerk

CERTIFICATE OF THE CANVASS

OF THE ELECTION RETURNS

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I canvassed the returns of the votes cast for each elective office and/or measure(s) for

Irwindale City

at the General Election, held on the 5th day of November, 2024.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of December 2024.

Dean C. Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

IRWINDALE CITY GENERAL MUNICIPAL ELECTION Member of the City Council

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	M S LOPEZ-SAPIEN	MANUEL R GARCIA	MARK A BRECEDA	LARRY G BURROLA
IRWINDALE - 3000003A*		264	119	129	133	133
VOTE BY MAIL SERIAL 6631		315	137	173	168	148
TOTAL	798	579	256	302	301	281
IRWINDALE - 3000004C*		34	11	18	16	20
VOTE BY MAIL SERIAL 6633		99	40	51	41	39
TOTAL	197	133	51	69	57	59
IRWINDALE - 3000008A*		10	3	7	6	1
VOTE BY MAIL SERIAL 6637		19	9	16	15	14
TOTAL	43	29	12	23	21	15
IRWINDALE - 3000009A*		0	0	0	0	0
VOTE BY MAIL SERIAL 6640		5	3	4	4	2
TOTAL	9	5	3	4	4	2

IRWINDALE CITY GENERAL MUNICIPAL ELECTION Member of the City Council

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	M S LOPEZ-SAPIEN	MANUEL R GARCIA	MARK A BRECEDA	LARRY G BURROLA
PRECINCT TOTAL		310	133	154	155	154
VBM TOTAL		439	189	244	228	203
GRAND TOTAL	1,051	749	322	398	383	357

IRWINDALE CITY SPECIAL MUNICIPAL ELECTION - MEASURE IR

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	YES	NO
IRWINDALE - 3000003A*		264	174	60
VOTE BY MAIL SERIAL 6631		315	204	89
TOTAL	798	579	378	149
IRWINDALE - 3000004C*		34	22	8
VOTE BY MAIL SERIAL 6633		99	38	49
TOTAL	197	133	60	57
IRWINDALE - 3000008A*		10	4	3
VOTE BY MAIL SERIAL 6637		19	13	5
TOTAL	43	29	17	8
IRWINDALE - 3000009A*		0	0	0
VOTE BY MAIL SERIAL 6640		5	3	2
TOTAL	9	5	3	2

IRWINDALE CITY SPECIAL MUNICIPAL ELECTION - MEASURE IR

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	YES	NO
PRECINCT TOTAL		310	200	71
VBM TOTAL		439	258	145
GRAND TOTAL	1,051	749	458	216

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Reorganization of the City Council

City Manager's Recommendation:

Councilmembers elect Mayor and Mayor Pro Tempore.

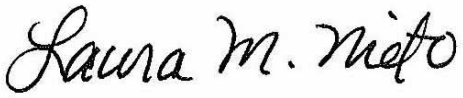
Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

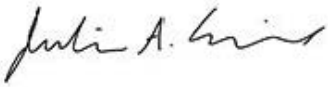
Prepared by:

Laura Nieto, Chief Deputy City Clerk



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

In accordance with Ordinance No. 711, B (vii), it is appropriate at this time for the City Council to reorganize, including the selection of a new Mayor and Mayor Pro Tempore. In order to complete the reorganization, the following procedure is recommended:

The Chief Deputy City Clerk opens the nominations for the office of Mayor. Any Councilmember may nominate and no second to the nomination is required.

1. After receiving all nominations, the Chief Deputy City Clerk closes the nominations.
2. The Chief Deputy City Clerk then conducts the election of the Mayor by roll call vote. If there is

more than one nomination, a roll call vote is conducted in order nominated until a Mayor is elected by majority vote.

3. The new Mayor then opens nominations for Mayor Pro Tempore in the same manner as above.
4. After receiving all nominations, the Mayor then closes the nominations.
5. The Mayor then conducts the election of the Mayor Pro Tempore by roll call vote. If there is more than one nomination, a roll call vote is conducted in the order nominated until a Mayor Pro Tempore is elected by majority vote.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

None

IRWINDALE CITY COUNCIL CHAMBERS **OCTOBER 23, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **5:00 P.M.**

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

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS There were no speakers.

RECESS TO CLOSED SESSION At 5:00 p.m., the City Council met in Closed Session to discuss the following:

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

Property: 16124 Calle de Paseo
Agency Negotiator: Fernando Lopez, Housing Coordinator
Parties: Valerie R. Sanchez, Leonard B. Aguayo, and Kenneth Aguayo, each as 1/3 as tenants in common
Under Negotiation: Price and terms of payment

ACTION: Discussed, direction provided to staff; no reportable action (Board Members Breceda and Garcia did not participate due to potential conflicts of interest).

Property: 4846 Irwindale Avenue
Agency Negotiator: Julian A. Miranda, City Manager
Negotiating Parties: Linda Edeggers
Under Negotiation: Price and terms of payment

ACTION: Discussed, direction provided to staff; no reportable action (Board Members Breceda and Garcia did not participate due to potential conflicts of interest).

Property: 16249 Arrow Highway
Negotiating Parties: Bravo Real Estate Services Group and Julian A. Miranda, City Manager
Under Negotiation: Price and terms of payment

ACTION: Discussed, direction provided to staff; no reportable action (Board Member Breceda did not participate due to potential conflicts of interest).

Property: 16359 Arrow Highway
Agency Negotiator: Julian A. Miranda, City Manager
Negotiating Parties: 39 Dalton Financial Ltd. Partnership
Under Negotiation: Price and terms of payment

ACTION: This item was removed from the agenda and was not discussed.

Property: 14905 Los Angeles Street, Irwindale CA
Agency Negotiator: Juliana Miranda, Executive Director
Negotiating Parties: Marianna Diaz
Under Negotiation: Price and terms of payment

ACTION: Discussed, direction provided to staff; no reportable action.

Property: 15821 Hidalgo Street
Agency Negotiator: Fernando Lopez, Housing Coordinator
Negotiating Parties: Lydia Fonseca
Under Negotiation: Price and terms of payment

ACTION: Discussed, direction provided to staff; no reportable action (Board Member Breceda did not participate due to potential conflicts of interest)

RECONVENE IN OPEN SESSION

At 6:13 p.m., the City Council reconvened in Open Session.

RECESS TO CLOSED SESSION

At 8:04 p.m., the City Council met in Closed Session to discuss the following:

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

Number of Cases: One

ACTION: Information provided; no action taken

RECONVENE IN OPEN SESSION

At 8:22 p.m., the City Council reconvened in Open Session.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 8:22 p.m.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **OCTOBER 23, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:38 P.M.**

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

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

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

AB 2449 DISCLOSURES None.

CHANGES TO THE AGENDA

CITY MANAGER MIRANDA: City Manager Miranda mentioned that Item No. 18A, the presentation by Los Angeles County Assessor Jeff Prang, and Item No. 35A, the Global Subordination Policy, will be tabled to a future meeting.

COUNCILMEMBER TRAVEL REPORTS

MAYOR PRO TEM BURROLA, COUNCILMEMBERS BRECEDA AND GARCIA, AND MAYOR AMBRIZ: Mayor Pro Tem Burrola, Councilmembers Breceda and Garcia, and Mayor Ambriz reported on their attendance at the recent League of California Cities conference.

COUNCILMEMBER COMMENTS

MAYOR AMBRIZ: Mayor Ambriz requested to adjourn the meeting in memory of Carrie Fraijo Rodriguez.

COUNCILMEMBER ORTIZ: Councilmember Ortiz reported on his attendance at a Gold Line board meeting held October 10.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

ITEM NO. 17A INTRODUCTION OF MAINTENANCE LEAD WORKER PABLO GAMEZ	INTRODUCTION OF MAINTENANCE LEAD WORKER PABLO GAMEZ The introduction was made.
ITEM NO. 17B INTRODUCTION OF MAINTENANCE WORKER 1 JIMMY RIOS	INTRODUCTION OF MAINTENANCE WORKER I JIMMY RIOS The introduction was made.
ITEM NO. 17C INTRODUCTION OF MAINTENANCE WORKER I GARY STROBEHN	INTRODUCTION OF MAINTENANCE WORKER I GARY STROBEHN The introduction was made.
ITEM NO. 17D INTRODUCTION OF IRWINDALE DISPATCHER SAMANTHA KROST	INTRODUCTION OF IRWINDALE DISPATCHER SAMANTHA KROST The introduction was made.
ITEM NO. 17E INTRODUCTION OF IRWINDALE DISPATCHER MOLLIE RADENBAUGH	INTRODUCTION OF IRWINDALE DISPATCHER MOLLIE RADENBAUGH The introduction was made.
ITEM NO. 17F INTRODUCTION OF POLICE ADMINISTRATIVE CLERK JESSICA RODAS	INTRODUCTION OF POLICE ADMINISTRATIVE CLERK JESSICA RODAS The introduction was made.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ITEM NO. 18A PRESENTATION BY LOS ANGELES CO. ASSESSOR JEFF PRANG	PRESENTATION BY LOS ANGELES COUNTY ASSESSOR JEFF PRANG This presentation will be made at a future meeting.
ITEM NO. 18B IRWINDALE CHAMBER OF COMMERCE QUARTERLY UPDATE	IRWINDALE CHAMBER OF COMMERCE QUARTERLY UPDATE Chamber President / CEO Lily Phan presented the update.

ITEM NO. 18C
IRWINDALE CHAMBER OF COMMERCE BUSINESSES OF THE MONTH

IRWINDALE CHAMBER OF COMMERCE BUSINESSES OF THE MONTH

Presentations were made to the following businesses:

1) IDS Real Estate Group – August 2024
2) Absolute International Security – September 2024
3) LifeWave – October 2024

ITEM NO. 18D
PROCLAIMING OCTOBER AS NATIONAL BULLYING AWARENESS MONTH

PROCLAIMING OCTOBER AS NATIONAL BULLYING AWARENESS MONTH

The proclamation was made.

ITEM NO. 18E
PROCLAIMING OCTOBER AS BREAST CANCER AWARENESS MONTH

PROCLAIMING OCTOBER AS BREAST CANCER AWARENESS MONTH

The proclamation was made.

ITEM NO. 18F
PROCLAIMING OCTOBER AS NATIONAL COMMUNITY PLANNING MONTH

PROCLAIMING OCTOBER AS NATIONAL COMMUNITY PLANNING MONTH

The proclamation was made.

ITEM NO. 18G
PROCLAIMING RED RIBBON WEEK

PROCLAIMING RED RIBBON WEEK

The proclamation was made.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by Councilmember Breceda, to approve the Consent Calendar, with the exception of Item Nos. 19D and 19F, which were removed for separate consideration, reading ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 19A
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 19B
APPROVING AMENDMENT NO. 1 TO THE CITY OF IRWINDALE COUNCIL PROCEDURES

APPROVING AMENDMENT NO. 1 TO THE CITY OF IRWINDALE COUNCIL PROCEDURES

RESOLUTION NO. 2024-86-3563
ADOPTED

Resolution No. 2024-86-3563, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AND ADOPTING REVISED COUNCIL PROCEDURES," was adopted.

ITEM NO. 19C
INDEMNITY AGREEMENT – IRWINDALE BUSINESS CENTER NORTH

INDEMNITY AGREEMENT – IRWINDALE BUSINESS CENTER NORTH

The City Council approved and authorized the City Manager to execute the City of Irwindale and LIT Reliance II, LP Indemnity Agreement (Agreement), subject to City Attorney approval as to form, to indemnify the City for any liability and costs associated with the drainage before issuing the grading permit for the development of the property located at 16005 E. Foothill Blvd, Irwindale, CA 91702

ITEM NO. 19E
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING SEPTEMBER 30, 2024

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING SEPTEMBER 30, 2024

The City Council, Successor Agency Board, and Housing Authority Board received and filed the Investment Quarterly Report for the fiscal quarter ending September 30, 2024.

END OF CONSENT CALENDAR

ITEM NO. 19D
CLAIM REJECTION – RICHARD GOMEZ V. CITY OF IRWINDALE

CLAIM REJECTION – RICHARD GOMEZ V. CITY OF IRWINDALE

COUNCILMEMBER BRECEDA

Councilmember Breceda declared a potential conflict of interest with this item and exited the Council Chambers at 7:15 p.m.

COUNCILMEMBER GARCIA

Councilmember Garcia stated that he requested to discuss this item as he feels that the City should reimburse the homeowner for the expenses he incurred in repairing the irrigation system at his home as a result of the damage it incurred by a tree that the City is requiring the homeowner to maintain. He noted that the homeowners are required to maintain the trees as well as the irrigation systems, but felt that they were pressured into signing the Covenants, Conditions, and Restrictions and suggested that the City's Public Works department maintain the trees. He stated his preference in approving the claim and paying the claimant.

MOTION

A motion was made by Councilmember Garcia to reimburse the homeowner for his expenditures.

CITY MANAGER MIRANDA

City Manager Miranda requested that this matter be placed on the closed session agenda for further discussion.

CITY ATTORNEY GUERRA	City Attorney Guerra concurred in discussing this matter in closed session.
MAYOR AMBRIZ	Mayor Ambriz concurred and asked whether any additional staff would be needed to discuss this matter, to which City Manager Miranda confirmed that there would be. Mayor Ambriz requested to table this matter to October 30.
FRED BARBOSA	Fred Barbosa spoke in favor of approving the claim.
CONSENSUS REACHED	Consensus was reached amongst the Councilmembers present to table this matter to the meeting of October 30.
ITEM NO. 19F WRITTEN REPORT DESCRIBING THE MEASURES TAKEN TO ALLEVIATE THE CONDITIONS WHICH LED TO THE ADOPTION OF ORDINANCE NO. 785 WHICH IMPOSED A TEMPORARY MORATORIUM PROHIBITING THE PROCESSING OF APPLICATIONS OR APPROVALS FOR ANY AND ALL BILLBOARDS	WRITTEN REPORT DESCRIBING THE MEASURES TAKEN TO ALLEVIATE THE CONDITIONS WHICH LED TO THE ADOPTION OF ORDINANCE NO. 785 WHICH IMPOSED A TEMPORARY MORATORIUM PROHIBITING THE PROCESSING OF APPLICATIONS OR APPROVALS FOR ANY ALL BILLBOARDS
COUNCILMEMBER BRECEDA	Councilmember Breceda returned to the Council Chambers at 7:19 p.m.
FRED BARBOSA	Fred Barbosa requested to pull this item from the Consent Calendar for separate consideration.
CITY ATTORNEY GUERRA	City Attorney Guerra advised that a moratorium is in effect for 45 days and that, during that time, staff will be analyzing the draft ordinance to determine whether modifications are needed to address the potential impacts from converting static billboards to electronic billboards and whether the fee impacts identified in the ordinance need to be amended. He advised that state law allows for the ordinance to be extended for 10 months and 15 days, though at this time, staff is not anticipating recommending an extension to the Council. Staff will be expediting the review and, once the ordinance is presented and adopted, the moratorium in place would be dissolved.

FRED BARBOSA

Fred Barbosa suggested excluding the three companies that had previously applied for billboard conversions, to which City Attorney Guerra advised that the original ordinance and the ordinance extension would exempt those applications currently on file and would not be subject to the moratorium.

ORDINANCE NO. 785 ADOPTED

A motion was made by Councilmember Garcia, seconded by Councilmember Breceda, to adopt and issue the written report on **Ordinance No. 785**, entitled:

"REPORT OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ON URGENCY ORDINANCE NO. 785 IMPOSING A MORATORIUM ON THE PROCESSING OR APPROVAL OF ANY APPLICATIONS FOR BILLBOARDS, NEW CONSTRUCTION OF BILLBOARDS, OR THE REPLACEMENT OR CONVERSION OF STATIC BILLBOARDS TO BILLBOARDS WITH A DIGITAL DISPLAY, AS REQUIRED BY GOVERNMENT CODE SECTION 65858." The motion was unanimously approved, thereby adopting the ordinance, reading by title only and waiving further reading thereof.

SPONTANEOUS COMMUNICATIONS

ANGEL NIEVES

Angel Nieves spoke on his hope for keeping a portion of the Irwindale Speedway open for legal street racing.

RECESS

At 7:43 p.m., the Council took a short recess.

RECONVENE

At 7:35 p.m., the Council reconvened in Open Session with all members present.

NEW BUSINESS

None.

PUBLIC HEARINGS

ITEM NO. 22A
APPROVAL OF THE ADJUSTMENT OF SCHEDULE OF FEES & CHARGES FOR FY 2024-2025

APPROVAL OF THE ADJUSTMENT OF SCHEDULE OF FEES & CHARGES FOR FISCAL YEAR 2024-2025

DIRECTOR BORHANI

Director Borhani presented the staff report.

OPEN PUBLIC HEARING

At 7:43 p.m., Mayor Ambriz opened the public hearing.

CLOSE PUBLIC HEARING

There being no additional speakers, Mayor Ambriz closed the public hearing at 7:44 p.m.

RESOLUTION NO. 2024-85-3562
ADOPTED

Resolution No. 2024-85-3562, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING AND ADJUSTING FEES FOR CERTAIN CITY SERVICES IN THE COMPREHENSIVE SCHEDULE OF FEES AND CHARGES," was adopted on the motion of Mayor Pro Tem Burrola, seconded by Councilmember Breceda, and unanimously approved.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA

City Manager Miranda presented the following report:

1) The Irwindale Community Foundation is hosting a drive-up holiday gift card giveaway for residents on November 2.
2) The City has partnered with the County of Los Angeles to host a 4-day Vote Center at the Dan Diaz Recreation Center, beginning November 2.
3) The annual Veterans Day Ceremony has been scheduled for November 11 and will be conducted in front of City Hall.
4) The City is currently accepting applications for a full-time Assistant Planner and a full-time Maintenance Aide.
5) Phase 3 of the Residential Street Resurfacing Project will begin October 28 and is anticipated to be completed by December 13.
6) He also provided details on upcoming Recreation Department events and activities.

DIRECTOR CHAN

As requested by City Manager Miranda, Director Chan followed up on a concern brought up by Mayor Ambriz regarding line-of-sight issues at Mountain Avenue. Staff determined that the issue could be mitigated by restricting parking in Mountain Avenue, south of Ambriz Street. Since Mountain Avenue falls under the jurisdiction of the County of Los Angeles, staff has submitted a service request to the County, which has agreed with the City's findings and has scheduled red curb painting by the end of the month.

Director Chan also noted that the Council has previously requested the installation of a 4-way stopping intersection at Shrode and Mountain, which also falls under the County's jurisdiction. Staff submitted a service request to the County and is awaiting their response.

The final request had to do with the repair of pavement on Azusa Canyon Road, south of Arrow Highway. Staff will include this repair in the Residential Street Resurfacing Project and expects this repair to be completed within two months.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola asked which other streets would be addressed in the resurfacing project, to which Director Chan advised

that Peck Road, Meridian, Alice Rodriguez Circle, Citrus View, and Puente will be improved. Also added is the ramp at Irwindale Avenue and Calle del Norte, which has a broken sidewalk.

COUNCILMEMBER BRECEDA

Councilmember Breceda noted that Citrus View is a private street and asked that Director Chan confirm that it would be repaved, to which Director Chan corrected himself and indicated that he meant to say Park Rose.

Responding to a question by Councilmember Breceda, City Manager Miranda noted that staff is looking into whether Citrus View could be paved and whether lighting could be installed. He noted that Director Chan would provide an update at the next meeting.

COUNCILMEMBER ORTIZ

Councilmember Ortiz requested that the manholes on Azusa Canyon Road from Arrow Highway to Olive Street since they may need repair.

FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Burrola, to add an item to a future agenda to consider the creation of a moratorium on businesses that move onto a site and operate under the same conditions and environmental impact report of the business that previously operated at the site, since many new businesses cause impacts such as additional truck traffic. The motion was unanimously approved.

CITY MANAGER MIRANDA

City Manager Miranda advised that planning staff is looking into the EIR for the subject site and will provide an update on what is and is not allowed at the site.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:00 p.m., in memory of Carrie Fraijo Rodriguez.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **OCTOBER 30, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **10:00 A.M.**

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

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS There were no speakers.

RECESS TO CLOSED SESSION At 10:04 a.m., the City Council met in Closed Session to discuss the following:

Liability Claims:
Pursuant to Gov. Code Section 54956.95

Claimant: Richard Gomez

Agency claimed against: City of Irwindale, Irwindale Housing Authority

ACTION: Information provided to the Council and Board; no action taken (Councilmember Breceda did not participate due to a potential conflict of interest).

Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Julian A. Miranda, City Manager; Adrian Guerra, Legal Counsel; Mary Hull, Human Resources Manager

Employee Organizations: ICEA

ACTION: Discussion held; direction provided to staff; no reportable action taken.

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)

Name of Case: Five Points, LP vs. City of Irwindale
Case Number: 22STCV01394

ACTION: Update provided; direction provided to staff; no reportable action taken (Councilmember Breceda did not participate due to a potential conflict of interest).

RECONVENE IN OPEN SESSION

At 10:50 a.m., the City Council reconvened in Open Session.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to approve the Consent Calendar, except for Item No. 10B, which was removed for separate consideration. The motion was unanimously approved.

ITEM NO. 10A
APPROVE A FEE WAIVER FOR THE TOURNAMENT OF ROSES, WAIVING A CITY TRANSPORTATION / OVERSIZED VEHICLE FEES

APPROVE A FEE WAIVER FOR THE TOURNAMENT OF ROSES, WAIVING CITY TRANSPORTATION / OVERSIZED VEHICLE FEES

RESOLUTION NO. 2024-87-3564
ADOPTED

Resolution No. 2024-87-3564, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RETROACTIVELY APPROVING A FEE WAIVER FOR THE PASADENA TOURNAMENT OF ROSES 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY TRANSPORTATION / OVERSIZED VEHICLE FEES OF $1,024.00," was adopted.

END OF CONSENT CALENDAR

ITEM NO. 10B
CLAIM REJECTION - RICHARD GOMEZ V. CITY OF IRWINDALE

CLAIM REJECTION – RICHARD GOMEZ V. CITY OF IRWINDALE
(Continued from October 23, 2024)

COUNCILMEMBER BRECEDA

Councilmember Breceda declared a potential conflict of interest and exited the Council Chambers at 10:53 a.m.

CITY MANAGER MIRANDA

City Manager Miranda presented the staff report.

COUNCILMEMBER GARCIA	Councilmember Garcia suggested approving the claim and suggested for an updated policy to be presented to the Council with information on how to address future claims that relate to city / homeowner locations to provide clarity to staff.
SUZANNE GOMEZ	Suzanne Gomez agreed with Councilmember Garcia.
MOTION	A motion was made by Councilmember Garcia, seconded by Mayor Pro Tem Burrola, to approve the claim and direct staff to present an updated policy addressing how claims should be handled when they relate to city / homeowner rights of way. The motion was unanimously approved; Councilmember Breceda absent.

PUBLIC HEARINGS

ITEM NO. 11A URGENCY ORDINANCE TO EXTEND FOR AN ADDITIONAL 10 MONTHS AND 15 DAYS A TEMPORARY MORATORIUM PROHIBITING THE PROCESSING OF APPLICATIONS OR APPROVALS FOR ANY AND ALL BILLBOARDS	URGENCY ORDINANCE NO. 789 TO EXTEND FOR AN ADDITIONAL 10 MONTHS AND 15 DAYS A TEMPORARY MORATORIUM PROHIBITING THE PROCESSING OF APPLICATIONS OR APPROVALS FOR ANY AND ALL BILLBOARDS
COUNCILMEMBER BRECEDA	Councilmember Breceda returned to the Council Chambers at 10:55 a.m.
CITY ATTORNEY GUERRA	City Attorney Guerra presented the staff report. He noted that this ordinance would exempt certain properties that already have applications in progress and advised that staff hopes to avoid having the moratorium span the entire 10 months and 15 days.
OPEN PUBLIC HEARING	At 10:59 a.m., Mayor Ambriz opened the public hearing.
CLOSE PUBLIC HEARING	There being no speakers, Mayor Ambriz closed the public hearing.
URGENCY ORDINANCE ADOPTED ON FIRST READING	**Urgency Ordinance No. 789**, entitled: “AN URGENCY ORDINANCE OF THE CITY OF IRWINDALE, CALIFORNIA, EXTENDING BY 10 MONTHS AND 15 DAYS THE ORIGINAL 45 DAY MORATORIUM ESTABLISHED BY INTERIM URGENCY ORDINANCE NO. 785, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858, PROHIBITING THE PROCESSING OR APPROVAL OF ANY APPLICATIONS FOR

BILLBOARDS, NEW CONSTRUCTION OF BILLBOARDS, OR THE REPLACEMENT OR CONVERSION OF STATIC BILLBOARDS TO BILLBOARDS WITH A DIGITAL DISPLAY, AND DECLARING THE UREGENCY THEREOF AND THAT IT SHALL TAKE EFFECT IMMEDIATELY AND FINDING THE ADOPTION OF THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, and unanimously approved.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 11:00 a.m.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **NOVEMBER 13, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **4:32 P.M.**

The Irwindale **CITY COUNCIL and PLANNING COMMISSION** met in a special joint meeting at the above time and place.

ROLL CALL:

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

Commissioners: Albert Acosta, Casey J. Miranda, Joseph V. Rodriguez, II; Vice Chair Richard Chico (arrived at 4:48 p.m.); Chair Maricela Frymark

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Marilyn Simpson, Community Development Director; and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS

FRED BARBOSA — Fred Barbosa suggested for the City to take the Five Points property via eminent domain.

STUDY SESSION ON BATTERY ENERGY STORAGE SYSTEMS

DIRECTOR SIMPSON — Director Simpson introduced Craig Lewis of the Clean Coalition, who presented a PowerPoint update and provided the following details:

1) Clean Coalition's mission and renewable energy end-game.
2) Key terms
3) Clean Coalition's experience with BESS
4) An overview of the grid and where BESS play
5) The proliferation of BESS
6) BESS pro's and con's.
7) BESS grid services
8) The need to exercise caution with such facilities
9) BESS examples
10) Valecito Energy Storage Resilience (VESR)
11) Goleta Load Pocket
12) Greenbark BESS
13) The lack of resiliency of natural gas infrastructure
14) Humidor as a major BESS in California
15) Effects of energy storage on peak demand

ROBERT DIAZ

Responding to questions from Robert Diaz, Mr. Lewis advised that the project would create approximately $2 million per year in tax revenue for Los Angeles County and would benefit from the job creation for local community members as the project is constructed. He noted that developers would also pay fees to the city. Additionally, the developer could create a solar microgrid similar to those found at high schools, which result in tremendous savings. He stated that developers are generally open-minded regarding the types of community benefits that they could offer.

Mr. Diaz also asked about the best use of available land, to which Mr. Lewis stated that each jurisdiction could decide what is best for their land, though he stated that battery storage systems bring tremendous value.

GARY NORRIS

Gary Norris, who identified himself as an independent economist, spoke on peak power loads and past rolling black/brownouts and pointed out that there have been no additional black/brownouts since an additional 5gw were made available through BESS systems.

FRED BARBOSA

Fred Barbosa stated that BESS fires should be classified as Class B, not Class A, as it currently shows. He also asked about the accumulation of gasses within the system and whether they are filtered out. He then asked about sales tax revenue for the City and whether this project would impact nearby projects.

SUZANNE GOMEZ

Suzanne Gomez asked about the toxicity levels of gasses that are released and about the processes used to put out fires. She also requested information about recycling and encouraged the Council to investigate this further.

MAYOR AMBRIZ

Mayor Ambriz stated that staff has noted the questions asked and may be able to address them at a future meeting.

COMMISSIONER MIRANDA

Commissioner Miranda asked about supply lines, fire suppression systems, mitigation of seepage, safeguards, and end of life procedures.

CRAIG LEWIS

Responding to a comment by Fred Barbosa, Mr. Lewis advised that BESS fires are in fact categorized as Class A fires. Regarding emergency procedures, the developers would put together an emergency response plan to be coordinated with emergency responders, who would receive training on how to respond to any type of issues that may arise at the battery facility. He added that: 1) energy from the batteries to the grid and vice versa could be accomplished through underground or overground connections, depending on site factors; 2) battery recycling implementation is being researched by many parties; 3) air and soil seepage and toxicity levels have been researched extensively and elevated toxicity is only present within 25 feet from the battery cabinet. He noted that battery

systems are designed to be isolated at specific cells / cabinets to prevent the issue from growing.

COMMISSIONER MIRANDA — Responding to a follow up question from Commissioner Miranda, Mr. Lewis advised that Clean Coalition has facilitated six solar microgrids for schools in the Santa Barbara Unified School District, and that their high schools have battery energy storage systems on site.

MAYOR AMBRIZ — Mayor Ambriz thanked Mr. Lewis for the information provided and requested that the matter be further discussed at a future meeting.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 5:33 p.m.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **NOVEMBER 13, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **5:30 P.M.**

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

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS There were no speakers.

RECESS TO CLOSED SESSION At 5:41p.m., the City Council met in Closed Session to discuss the following:

Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: This item will be discussed at the end of the regular meeting.

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

Property: 16359 Arrow Highway
Agency Negotiator: Julian A. Miranda, City Manager
Negotiating Parties: 39 Dalton Financial Ltd. Partnership
Under negotiation: Price and terms of payment

ACTION: This item will be discussed at the end of the regular meeting.

Property: 16249 Arrow Highway
Negotiating Parties: Bravo Real Estate Services and Julian A. Miranda, City Manager
Under negotiation: Price and terms of payment

ACTION: Update provided by staff, no direction or action taken (Councilmember Breceda abstained and did not participate in discussing this matter).

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)

Name of Case: Five Points, LP vs. City of Irwindale
Case Number: 22STCV01394

ACTION: Update provided by the City Attorney and City Manager; direction provided by Council; no action taken (Councilmember Breceda abstained and did not participate in discussing this matter).

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

Number of Cases: One

ACTION: Information provided, direction provided to staff; no action taken (Councilmember Breceda abstained and did not participate in discussing this matter).

RECONVENE IN OPEN SESSION

At 6:08 p.m., the City Council recessed in Open Session.

RECESS TO CLOSED SESSION

At 8:08 p.m., the City Council reconvened in Closed Session to discuss the following:

Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Evaluation conducted; no action taken

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

Property: 16359 Arrow Highway
Agency Negotiator: Julian A. Miranda, City Manager
Negotiating Parties: 39 Dalton Financial Ltd. Partnership
Under negotiation: Price and terms of payment

ACTION: Discussed, update provided; no action taken, and no direction provided.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:40 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **NOVEMBER 13, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:09 P.M.**

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

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

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

AB 2449 DISCLOSURES None.

CHANGES TO THE AGENDA None.

COUNCILMEMBER TRAVEL REPORTS None.

COUNCILMEMBER COMMENTS

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola requested that El Nido Park and the park at Alice Rodriguez Circle be closed from dusk until dawn.

COUNCILMEMBER BRECEDA — Councilmember Breceda noted that a light pole belonging to a business to the rear of a homeowner on Alice Rodriguez circle is too bright and requested that staff take steps to block the light from shining onto the homeowner's property.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

ITEM NO. 17A
ALEX TONG, ASSISTANT ENGINEER

ALEX TONG, ASSISTANT ENGINEER

ALEX TONG, ASSISTANT ENGINEER — The introduction was made.

ITEM NO. 17B
ALEXANDRA PURPERO, PUBLIC WORKS SVCS. OFFICE SPECIALIST

ALEXANDRA PURPERO, PUBLIC WORKS SERVICES OFFICE SPECIALIST

ALEXANDRA PURPERO, PUBLIC WORKS SVCS. OFFICE SPECIALIST — The introduction was made.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS None.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to approve the Consent Calendar; The motion was unanimously approved; Councilmember Breceda abstaining on Item Nos. 19K and 19M and Councilmember Garcia abstaining on Item No. 19M due to potential conflicts of interest.

ITEM NO. 19A
MINUTES OF THE SPECIAL AND REGULAR MEETINGS HELD OCTOBER 9, 2024

MINUTES OF THE SPECIAL AND REGULAR MEETINGS HELD OCTOBER 9, 2024

The minutes were approved as presented.

ITEM NO. 19B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 19C
ACCEPTANCE OF CA OFFICE OF TRAFFIC SAFETY (OTS) FEDERAL GRANT FUNDS IN THE AMOUNT OF $100,000 FOR TRAFFIC SAFETY EDUCATION AND IMPAIRED DRIVING ENFORCEMENT

ACCEPTANCE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) FEDERAL GRANT FUNDS IN THE AMOUNT OF $100,000 FOR TRAFFIC SAFETY EDUCATION AND IMPAIRED DRIVING ENFORCEMENT

RESOLUTION NO. 2024-83-3560
ADOPTED

Resolution No. 2024-83-3560, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024-2025 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF $100,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)," was adopted.

ITEM NO. 19D
ACCEPTANCE OF CA OFFICE OF TRAFFIC SAFETY (OTS) FEDERAL GRANT FUNDS IN THE

ACCEPTANCE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) FEDERAL GRANT FUNDS IN THE AMOUNT OF $135,000 FOR TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP)

AMOUNT OF $135,000 FOR TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP)

RESOLUTION NO. 2024-84-3561 ADOPTED

Resolution No. 2024-84-3561, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2024-2025 TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF $135,000 FOR THE TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP)," was adopted.

ITEM NO. 19E
APPROVAL OF A JOINT POWERS AUTHORITY AGMT. TO JOINT THE "PRISM" AUTHORITY FOR BENEFITS FOR CITY EMPLOYEES

APPROVAL OF A JOINT POWERS AUTHORITY AGREEMENT TO JOIN THE PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT ("PRISM") AUTHORITY FOR BENEFITS FOR CITY EMPLOYEES

RESOLUTION NO. 2024-91-3568 ADOPTED

Resolution No. 2024-91-3568, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A JOINT POWERS AUTHORITY AGREEMENT TO JOIN THE PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT ("PRISM") AUTHORITY AND DELEGATING AUTHORITY TO THE CITY MANAGER TO ACT ON BEHALF OF THE CITY COUNCIL IN MATTERS RELATED TO THE JPA," was adopted.

ITEM NO. 19F
CONSIDERATION OF PROPOSED PERSONNEL ADJUSTMENTS

CONSIDERATION OF PROPOSED PERSONNEL ADJUSTMENTS

RESOLUTION NO. 2024-90-3567 ADOPTED

Resolution No. 2024-90-3567, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-76-3553, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION

FOR CITY EMPLOYEES," was adopted and the proposed personnel adjustments proposed in the staff report were authorized.

ITEM NO. 19G
APPROVAL OF MOU WITH THE ICEA

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE IRWINDALE CITY EMPLOYEE ASSOCIATION (ICEA)

The Memorandum of Understanding by and between the City of Irwindale and the Irwindale City Employees Association July 1, 2024 – June 30, 2027, was approved.

ITEM NO. 19H
APPROVAL OF AMENDMENT NO 3 WITH PLACEWORKS, INC.

APPROVAL OF AMENDMENT NO. 3 WITH PLACEWORKS, INC.

Amendment No. 3 with PlaceWorks, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 13620 Live Oak Lane, Irwindale, CA 91706, was approved.

ITEM NO. 19I
REQUEST TO APROVE THE PARADE PERMIT AND A FEE WAIVER FOR THE PROCESSION OR PARADE LICENSE FEE FOR THE "OUR LADY OF GUADALUPE CHURCH FIESTA" PROCESSION

REQUEST TO APPROVE THE PARADE PERMIT AND A FEE WAIVER FOR THE PROCESSION OR PARADE LICENSE FEE FOR THE "OUR LADY OF GUADALUPE CHURCH FIESTA" PROCESSION BEING HELD BY OUR LADY OF GUADALUPE CHURCH ON DECEMBER 7-8, 2024

RESOLUTION NO. 2024-96-3573 ADOPTED

Resolution No. 2024-96-3573, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PARADE PERMIT AND A FEE WAIVER FOR THE PROCESSION LICENSE FEE FOR THE OUR LADY OF GUADALUPE CHURCH FIESTA ON DECEMBER 7-8, 2024," was adopted.

ITEM NO. 19J
APPROVE THE SAFE, CLEAN WATER PROGRAM TRANSFER AGREEMENT NO. 2024MP37 FOR THE MUNICIPAL PROGRAM TO CONTINUE RECEIVING MEASURE W FUNDS

APPROVE THE SAFE, CLEAN WATER PROGRAM TRANSFER AGREEMENT NO. 2024MP37 FOR THE MUNICIPAL PROGRAM TO CONTINUE RECEIVING MEASURE W FUNDS

The City Council approved the Safe, Clean Water Program Transfer Agreement No. 2024MP37 for the Municipal Program between the City of Irwindale and the Los Angeles County Flood Control District in order to continue receiving Measure W Funds subject to City Attorney approval as to form and approved:

RESOLUTION NO. 2024-94-3571
ADOPTED

Resolution No. 2024-94-3571, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING CONTINUED PARTICIPATION IN THE SAFE, CLEAN WATER PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE TRANSFER AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT," was adopted.

ITEM NO. 19K
APPROVAL OF CONSTRUCTION CHANGE ORDERS FOR THE 23/24 RESURFACING PROJECT; RESIDENTIAL RESURFACING PROJECT – PHASE III; P-1053

APPROVAL OF CONSTRUCTION CHANGE ORDERS FOR THE 2023-2024 RESURFACING PROJECT: RESIDENTIAL RESURFACING PROJECT – PHASE III; P-1053

RESOLUTION NO. 2024-95-3572
ADOPTED

Resolution No. 2024-95-3572, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) APPROVING CONSTRUCTION CHANGE ORDERS IN THE AMOUNT OF $130,471.71 FOR THE 2023-2024 RESURFACING PROJECT: RESIDENTIAL RESURFACING PROJECT – PHASE III TO INCREASE THE CONTRACT FROM $962,098.50 TO $1,092,570.21; (2) APPROVING AN UPDATED 5% PROJECT CONTINGENCY IN THE AMOUNT OF $54,629 TO COVER ANY UNFORSEEABLE CONDITIONS THAT MAY ARISE DURING CONSTRUCTION; AND (3) APPROPRIATING AN ADDITIONAL $62,189.82 FROM THE GENERAL FUND AND $74,805.89 FROM THE MINING IMPACT FUND TO THE RESIDENTIAL RESURFACING PROJECT – PHASE III; P-105," was adopted; Councilmember Breceda abstaining.

ITEM NO. 19L
ACCEPTANCE OF THE IRWINDALE VETERANS MONUMENT IMPROVEMENT PROJECT – PHASE II; P-1059

ACCEPTANCE OF THE IRWINDALE VETERANS MONUMENT IMPROVEMENT PROJECT – PHASE II; P-1059

The City Council ratified changes to the original scope of work and accepted the improvements and maintenance responsibilities for the constructed improvements of the Irwindale Veterans Monument Improvement Project – Phase II, approved the final construction project amount of $210,487.07 under the construction contract with Mariposa Landscapes, Inc.; authorized the City Clerk to record the Notice of Completion; and authorized the Finance Director to release the 5% retention amount for the construction project.

ITEM NO. 19M
APPROVAL OF PLANS AND SPECIFICATIONS FOR THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT

APPROVAL OF PLANS AND SPECIFICATIONS FOR THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT; P-1044

The City Council approved the plans and specifications for the Public Library Improvement Project, authorized staff to solicit bids for construction of the project; and:

RESOLUTION NO. 2024-98-3575
ADOPTED

Resolution No. 2024-98-3575, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE PLANS AND SPECIFICATIONS FOR THE IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT, FINDING THE PROJECT CATEGORICALLY EXCLUDED FROM THE NATIONAL ENVIRONMENTAL POLICY ACT ("NEPA") PURSUANT TO 24 CFR 58.35 (A)(1), AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIROINMENTAL QUALITY ACT ("CEQA") UNDER CEQA GUIDELINES SECTION 15302," was adopted; Councilmembers Breceda and Garcia abstaining.

ITEM NO. 19N
APPROVE THE CLEAN OFF-ROAD EQUIPMENT VOUCHER INCENTIVE PROJECT (CORE)

APPROVE THE CLEAN OFF-ROAD EQUIPMENT VOUCHER INCENTIVE PROGRAM (CORE)

RESOLUTION NO. 2024-97-3574
ADOPTED

Resolution No. 2024-97-3574, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING CITY STAFF TO APPLY FOR AND ACCEPT THE CLEAN OFF-ROAD EQUIPMENT VOUCHER INCENTIVE PROJECT (CORE), WAIVE THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), APPROPRIATE FUNDING TO PURCHASE A CLEAN OFF-ROAD EQUIPMENT AND ELECTRIC CHARGING STATIONS, AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT," was adopted.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

JAMES HUNLEY

James Hunley spoke against the closure of the Irwindale Speedway and made allegations of environmental contamination.

POLICE CHAPLAIN ROBERT TREITTLER

Police Chaplain Robert Treittler thanked the Council for honoring him by placing his name on the City's Veterans' Monument.

NEW BUSINESS

ITEM NO. 21A INTRODUCTION AND FIRST READING OF ORDINANCE NO. 790 TO ADD CHAPTER 9.68 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE	INTRODUCTION AND FIRST READING OF ORDINANCE NO. 790 TO ADD CHAPTER 9.68 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE
DEPUTY CITY ATTORNEY OH	Deputy City Attorney Ji Hea Oh presented the staff report.
FRED BARBOSA	Fred Barbosa demanded to see the study that shows why a dedicated bike lane was necessary. He opposed bike lanes since, in his view, it would displace unhoused individuals from living in their vehicles.
DENA ZEPEDA	Dena Zepeda questioned the need to store the belongings of unhoused individuals and stated that some of the individuals would take advantage of the requirement to have the City store their items. She opposed storing and paying for storing their items since many of the unhoused individuals refuse assistance.
MAYOR PRO TEM BURROLA	In response to several questions by Mayor Pro Tem Burrola, Attorney Oh stated that non-hazardous items that are associated with either a “notice to remove” or “notice to vacate” would be stored for up to 60 days. This time frame would avoid any challenges of search and seizure under the 4th Amendment and due process requirements. City Manager Miranda added that the storage site would still have to be identified.
CITY ATTORNEY GUERRA	City Attorney Guerra indicated that the storage location would be up to staff to identify as long as it reasonably secures the belongings and avoids damage to the stored items.
COUNCILMEMBER BRECEDA	In response to a question by Councilmember Breceda, City Manager Miranda indicated that the City has not experienced any issues in the past regarding the storage of such items and briefly touched on previous efforts to clean up homeless encampments.
CITY ATTORNEY GUERRA	City Attorney Guerra advised that the concept is modeled after the Supreme Court case “Grants Pass” and is structured to avoid potential challenges.
ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares advised that past cleanup events took place along the riverbed, which was preceded by proper notification to affected individuals. She also noted that the Council would also consider an anti-encampment ordinance, which in

conjunction with this item, would address homelessness issues on public property.

COUNCILMEMBER ORTIZ

Councilmember Ortiz asked whether stored items must be kept for the entire 60-day period, to which Attorney Oh advised that 60 days is the maximum storage time allowed before the City would either recycle or discard the items, assuming nobody claims them.

COUNCILMEMBER GARCIA

Councilmember Garcia asked about the success rate of these types of ordinances within other communities, to which Attorney Oh indicated that she could not speak directly to their issues. However, she noted that this issue is a matter of concern for many cities and that it is new in terms of enforcement. She also pointed out that many cities seem to be taking similar approaches and that she will be monitoring them to gauge their effectiveness.

Councilmember Garcia also asked about the bike lanes that Mr. Barbosa referred to, to which Assistant City Manager Olivares advised that he may be referring the bike lanes that end at the wash bay behind Our Lady of Guadalupe, which are not contained within the City's jurisdiction.

COUNCILMEMBER ORTIZ

Councilmember Ortiz stated that he was present for the soft opening of the bike lane and advised that it has not been opened to the public yet.

ORDINANCE NO. 790 INTRODUCED FOR FIRST READING

Ordinance No. 790, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, ADDING CHAPTER 9.68 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE TO PROHIBIT UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Breceda, seconded by Mayor Pro Tem Burrola, and unanimously approved.

ITEM NO. 21B
INRRODUCTION AND FIRST READING OF ORDINANCE NO. 791 TO ADD CHAPTER 9.72 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE

INTRODUCTION AND FIRST READING OF ORDINANCE NO. 791 TO ADD CHAPTER 9.72 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE

DEPUTY CITY ATTORNEY OH

Deputy City Attorney Oh presented the staff report.

FRED BARBOSA

Fred Barbosa asked who "the violation is written to".

DENA ZEPEDA

Dena Zepeda stated that officers from other law enforcement agencies drop off unhoused individuals in Irwindale and asked who would be fined and/or jailed for such action, to which Attorney Oh advised that the violation would result in a penalty of a misdemeanor and, per the City code, would be prosecuted either by a fine or six months of imprisonment or both, and would be directed to whichever governmental agency violated the ordinance. She added that the intent of the ordinance is to deter these types of actions.

ORDINANCE NO. 791 INTRODUCED FOR FIRST READING

Ordinance No. 791, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 9.72 OF TITLE 9 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT ANY UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS TO THE CITY OF IRWINDALE," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Ortiz, seconded by Councilmember Breceda, an unanimously approved.

PUBLIC HEARINGS

ITEM NO. 22A
SITE PLAN & DESIGN REVIEW (DA) NO. 01-2024 – MAINT. AND WASH BAY CANOPY STRUCTURE

SITE PLAN & DESIGN REVIEW (DA) NO. 01-2024 – MAINTENANCE AND WASH BAY CANOPY STRUCTURE

DIRECTOR SIMPSON

Director Simpson presented the staff report.

CITY ATTORNEY GUERRA

City Attorney Guerra requested that, during the deliberation of this item, each Councilmember indicate whether they visited the subject site in recent months.

ANTHONY BERTRAN

Anthony Bertran, who spoke on behalf of the applicant, briefly provided some project details and stated that approval of this item would allow the company to submit the final plans for review to obtain a construction permit to have the facility completed by spring 2025.

OPEN PUBLIC HEARING.

At 7:15 p.m., Mayor Ambriz opened the public hearing.

ROBERT DIAZ

Robert Diaz expressed concern regarding heavy traffic around the subject site and asked whether the three existing traffic lanes on eastbound Live Oak could be expanded to four. He also asked where trash would be transported to if trucks are to be washed at this site.

DIRECTOR SIMPSON

Director Simpson indicated that the trash trucks themselves would not be washed in the wash bays. Rather, tractor trailers would be

washed, and these would not transport any household refuse. She added that anything to be washed there would go through a filtration system. Regarding the roadway, nothing is changing from the envelope of the project.

WILLIAM GONZALES — William Gonzales stated that he lives about 100 yards way from the site and that the project would affect his family. He expressed concern over excessive noise past 10 pm and odors from the site and stated that the project would decrease the value of his home.

DIRECTOR SIMPSON — Director Simpson stated that the project has a condition of approval for the standard maintenance and wash bay operations that would be allowed to occur only from 7 am to 10 pm, and that the business must always comply with the City's noise ordinance.

DR. JEFF HARVEY — Dr. Jeff Harvey introduced himself as the City's environmental consultant and advised that he reviewed the proposed plans, including noise and visual aspects of the project. He concluded that there are no new types or magnitude of environmental impacts, including noise. He added that noise is shielded by an 8-foot block wall and four tall buildings across the street in Baldwin Park that block the view and sound from the property to the nearest houses.

ROBERT DIAZ — Robert Diaz asked whether the 6-foot block wall at the subject property line would impede seeing pedestrians at the sidewalk. He suggested having a setback so that drivers and pedestrians could better see each other, to which Dr. Harvey advised that the wall is 8-feet tall and advised that the truck drivers would not be speeding to exit the site and onto the street. He added that, as the drivers stop their vehicles, they would be able to see whether there are any pedestrians present.

GARY CLIFFORD — Gary Clifford, with Athens Services, added that there is no vehicle access on Live Oak; it is only located on Arrow Highway, and that this area is conditioned with signals.

FRED BARBOSA — Fred Barbosa suggested installing mirrors to avoid accidents.

DIRECTOR CHAN — Director Chan agreed that line of sight should not be an issue and concurred that the trucks would be entering and exiting on Arrow Highway.

WILLIAM GONZALES — In response to questions from William Gonzales, Mr. Bertan advised that the gated access on Live Oak is for the Fire Department only. All other trucks would enter and exit on Arrow Highway. He added that Athens is also performing improvements at the intersection of Baldwin Park and Live Oak Avenues.

DENA ZEPEDA — Dena Zepeda thanked Director Simpson for the report and suggested that the Council approve the request.

BELLA HERNANDEZ

A letter from Bella Hernandez wherein she expressed opposition to the project was read into the record. She requested that a new environmental impact report for the project be prepared.

CLOSE PUBLIC HEARING

There being no additional speakers, Mayor Ambriz closed the public hearing.

COUNCILMEMBER ORTIZ

In reply to a question by Councilmember Ortiz, Director Simpson advised that the location of the wash bays had been relocated to increase efficiency.

Councilmember Ortiz inquired about another structure that he has observed being built, to which Mr. Bertran advised that this structure is the bale storage building. He noted that his team worked with city staff to secure a permit for the Material Recovery Facility and then his team followed-up with a plan for the separate building, which is designed to help mitigate potential fire risks.

Councilmember Ortiz then asked about the plans for the convenience store, to which Mr. Bertran indicated that there exists a ¾ acre pad where the convenience store will be built.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola stated his understanding that the wash basin would be enclosed, to which Director Simpson advised that it would have walls on the sides but would not have any doors.

Mayor Pro Tem Burrola also asked about the facility's hours of operation, to which Director Simpson advised that it would operate from 7 am to 10 pm and would be required to follow the City's noise ordinance.

Mayor Pro Tem Burrola then asked about the types of vehicles that would enter the facility, to which Mr. Bertran advised that Athens' refuse collection vehicles are housed and stored at a yard on Vincent Avenue, and all work / washing that is performed on those vehicles are conducted there. He further advised that semi-truck trailers would be washed at the subject site.

All councilmembers acknowledged having toured the Material Recovery Facility in recent months.

RESOLUTION NO. 2024-92-3569
ADOPTED

Resolution No. 2024-92-3569, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 01-2024 FOR THE CONSTRUCTION OF A ±5,520 SQUARE FOOT MAINTENANCE AND WASH BAY STRUCTURE FOR THE MATERIALS RECOVERY FACILITY / TRANSFER STATION (MRF / TS) ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CA 91706 (APN 8535-001-

039), IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS STATED HEREIN, FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15162, AND MAKING CERTAIN FINDINGS OF FACT," was passed, approved, and adopted, on the motion of Councilmember Breceda, seconded by Councilmember Garcia, and unanimously approved.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA

City Manager Miranda presented the following report:

1) The City Clerk's Office is currently accepting applications for commission vacancies through December 2.
2) A special Planning Commission meeting will be held tomorrow.
3) A LA Metro Rail Safety workshop will be held this Friday.
4) The Irwindale Park rededication plaque has been installed at the park.
5) He also provided details on upcoming Recreation activities.

REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

DIRECTOR CHAN

As previously requested by the Council, Director Chan provided an update on Citrus View Street and mentioned that the residents along the street wish to have streetlights installed. Since it is a private street, one option could be the approval of a street light installation request policy, which would outline the procedures, responsibility, and criteria for evaluating and responding to street light installation requests. Another option would be to have the street's residents dedicate the street to the City and, should the City accept, it would be obligated to maintain the street, including paving and accessibility to public use.

COUNCILMEMBER BRECEDA

Councilmember Breceda requested to place this matter on the agenda for the January 22, 2025, Council meeting for further discussion.

COUNCILMEMBER GARCIA

Councilmember Garcia stated that streetlights are a safety issue and requested that Director Chan communicate with Southern California Edison to apply for additional streetlights and have them bill the City

MAYOR AMBRIZ

Mayor Ambriz suggested waiting to act until a detailed staff report is presented to the Council

COUNCILMEMBER BRECEDA

Councilmember Breceda reiterated his request for a detailed report be presented to the Council at its January 22, 2025, meeting, to include information relating to potential costs, street dedication, and a policy relating to street light installation requests.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:50 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

November 2024

November 1 - 30, 2024

Number	Vendor Name	Date	Amount
WFB-46	CJPIA Excess Pool	11/6/2024	11,512.25
ACH	US Bank	11/12/2024	33,716.26
		Report Total:	45,228.51

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 12/2/2024 5:52 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103260	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	11/07/2024	2,660.00
103261	AMAZON1	Amazon Capital Services, Inc.	11/07/2024	786.33
103262	Ayala01	Leonor Ayala	11/07/2024	720.00
103263	AZUSALW	Azusa Light & Water	11/07/2024	432.00
103264	BALLI01	Shayna Balli	11/07/2024	260.95
103265	BARRA01	Krystle Barraza	11/07/2024	200.00
103266	NEST01	ReadyRefresh, Blue Triton Brands, Inc.	11/07/2024	1,011.34
103267	CALIFO02	California American Water	11/07/2024	1,510.32
103268	CARDEN01	Rudy Cardenas	11/07/2024	200.00
103269	CHARTE01	Charter Communications	11/07/2024	469.03
103270	DGINV01	Convergint Technologies LLC	11/07/2024	4,988.00
103271	CYPH01	Cypherworx, Inc	11/07/2024	1,909.62
103272	EDDCAS	Employment Development Dept.	11/07/2024	6,485.00
103273	ENVIO22	Envision WC CDJR AUTO LLC	11/07/2024	9,198.91
103274	ESPI11	Victoria M. Espino	11/07/2024	240.00
103275	EVANS02	Gloria Evans	11/07/2024	375.00
103276	FAMI12	Nicole Familari	11/07/2024	300.00
103277	FLORE01	Karla Flores	11/07/2024	980.00
103278	FRONT01	Frontier Communications	11/07/2024	43.23
103279	GLOBAL04	Global Payments Company	11/07/2024	50.00
103280	SOUTHE17	Golden State Water Company	11/07/2024	1,964.23
103281	GONZA22	Inez Gonzalez	11/07/2024	300.00
103282	HDL01	Hdl Software, LLC	11/07/2024	34.56
103283	HOYEN	Noelle Hoye	11/07/2024	840.00
103284	MAINTE01	Maintex	11/07/2024	115.88
103285	MIRAND25	Blanche V. Miranda	11/07/2024	650.00
103286	MIRAN10	Julian A. Miranda	11/07/2024	89.38
103287	MORALE15	Elizabeth Morales-Velazquez	11/07/2024	184.74
103288	MSL01	MSL Electric Inc.	11/07/2024	4,500.00
103289	NORMAN02	Norman A. Traub Associates	11/07/2024	6,463.26
103290	OPTUM01	OptumRx, Inc.	11/07/2024	44,959.25
103291	PROPRINT	Pro Printing, Inc.	11/07/2024	55.75
103292	RAMI20	Joanna Ramirez	11/07/2024	300.00
103293	RANCHO01	Rancho Duarte Florist	11/07/2024	150.00
103294	RILE01	Antoinette Riley	11/07/2024	300.00
103297	ROBLES03	Michael Robles	11/07/2024	300.00
103298	SCFUELS	SC Fuels	11/07/2024	6,376.93
103299	GASCOM	SoCalGas	11/07/2024	2,686.14
103300	TATUM01	Blanca Tatum	11/07/2024	75.00
103301	NORTHR	The Northridge Group, Inc.	11/07/2024	15,000.00
103302	VALLEY01	Valley County Water District	11/07/2024	3,214.87
103303	VISION01	Vision Service Plan - (CA)	11/07/2024	1,558.97
103304	WAGONER	Pamela Wagoner	11/07/2024	910.00
103305	NATURAL0	Clean Coalition	11/14/2024	20,000.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Report Total (44 checks):	143,848.69

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 12/2/2024 7:10 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103307	AMAZON1	Amazon Capital Services, Inc.	11/14/2024	1,347.92
103308	ATHENS	Athens Services	11/14/2024	6,049.43
103309	MIJACA	Balcon Holdings, Inc.	11/14/2024	108.00
103310	CALIFO02	California American Water	11/14/2024	6,718.24
103311	CALI12	California Consulting Inc.	11/14/2024	4,700.00
103312	CARRI01	Kavisha Carrillo	11/14/2024	300.00
103313	CINTAS	Cintas Corporation #693	11/14/2024	141.49
103314	BALDWI02	City of Baldwin Park	11/14/2024	875.00
103315	CONCE01	Concentra	11/14/2024	973.00
103316	ESPINO10	Iris Espino	11/14/2024	150.00
103317	SOUTHE17	Golden State Water Company	11/14/2024	329.17
103318	HOMEDE	Home Depot Credit Services	11/14/2024	1,391.25
103319	IRWIND21	Irwindale Hand Wash & Auto Detail	11/14/2024	1,043.61
103320	LANCES	Lance, Soll & Lunghard LLP	11/14/2024	5,220.00
103321	LIEBERT	Liebert Cassidy Whitmore	11/14/2024	100.00
103322	MART20	Sam A. Martinez	11/14/2024	253.55
103323	OFFICE03	ODP Business Solutions, LLC	11/14/2024	325.35
103324	PALACI01	Joanna Palacios	11/14/2024	178.48
103325	RIOHON01	Rio Hondo College	11/14/2024	456.00
103326	RIOHON01	Rio Hondo College	11/14/2024	50.00
103327	ACCOUN	Robert Half	11/14/2024	537.39
103328	SANG03	San Gabriel Valley Police Chiefs' Assoc.	11/14/2024	400.00
103329	SECT01	Sectran Security Inc.	11/14/2024	124.07
103330	SIERRA01	Sierra Chevrolet	11/14/2024	155.10
103331	SMART&	Smart & Final	11/14/2024	2,422.78
103332	SCE02	Southern California Edison	11/14/2024	42,152.89
103333	TOTALCOM	Total Compensation Systems Inc	11/14/2024	1,237.50
103334	VALLEY01	Valley County Water District	11/14/2024	19,510.46
103335	CALIFO56	California State Disbursement Unit	11/14/2024	604.15
103336	CALIFO57	California State Disbursement Unit	11/14/2024	143.07
103337	FRANC06	Franchise Tax Board	11/14/2024	488.25
103338	FRANCH07	Franchise Tax Board	11/14/2024	520.08
103339	LOSANG31	Los Angeles County Sheriff's Dept.	11/14/2024	103.28
103340	TONY01	Antonio Garcia Bonilla	11/14/2024	2,154.44
103341	ACUNA03	Luana Acuna	11/21/2024	351.68
103342	AGUILA07	Berlyn Aguila	11/21/2024	414.55
103343	AMAZON1	Amazon Capital Services, Inc.	11/21/2024	586.73
103344	AMERIC34	American Fidelity Assurance Co	11/21/2024	5,350.66
103345	ARTIC01	Arctic Glacier U.S.A, Inc.	11/21/2024	4,030.70
103346	AT&T06	AT & T	11/21/2024	1,724.84
103347	CINGULAR	AT & T Mobility	11/21/2024	1,807.96
103348	MIJACA	Balcon Holdings, Inc.	11/21/2024	138.00
103349	NEST01	ReadyRefresh, Blue Triton Brands, Inc.	11/21/2024	741.00
103350	CALIFO02	California American Water	11/21/2024	577.82
103351	CALIFO03	California JPIA	11/21/2024	15,793.00
103352	CAMPOS03	Manuel Campos	11/21/2024	181.37
103353	GALLARDC	Claudia Carlos	11/21/2024	1,500.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103354	CINTAS	Cintas Corporation #693	11/21/2024	543.49
103355	CONVER	Converse Consultants, Inc.	11/21/2024	17,698.20
103356	CORNEJOD	Diego Cornejo	11/21/2024	2,187.00
103357	CORY02	Shawn Cory	11/21/2024	97.41
103358	PMIDEN	Delta Dental Insurance Company	11/21/2024	1,300.76
103359	PMIDEN01	Delta Dental of California	11/21/2024	13,922.75
103360	ECOLAB01	ECOLAB	11/21/2024	12.35
103361	ESPINO10	Iris Espino	11/21/2024	18.64
103362	FARIAS01	Ginger Farias	11/21/2024	184.00
103363	FRONT01	Frontier Communications	11/21/2024	688.28
103364	FRONT01	Frontier Communications	11/21/2024	353.86
103365	TONY01	Antonio Garcia Bonilla	11/21/2024	8,169.65
103366	HERNAN36	Jacqueline Hernandez	11/21/2024	151.20
103367	HOFFOR01	Christopher Hofford	11/21/2024	25.00
103368	LANDSC	Landscape Warehouse III Inc.	11/21/2024	429.08
103369	MAINTE01	Maintex	11/21/2024	78.86
103370	MITCH01	Eunice MItchell	11/21/2024	300.00
103371	NATION23	National Union Fire Insurance	11/21/2024	731.73
103372	NICH01	Nichols Lumber & Hardware CO	11/21/2024	1,240.71
103373	NORMAN02	Norman A. Traub Associates	11/21/2024	9,716.32
103374	NUNE25	Cesar Nunez	11/21/2024	158.56
103375	OFFICE03	ODP Business Solutions, LLC	11/21/2024	156.63
103376	OPTUM01	OptumRx, Inc.	11/21/2024	30,097.09
103377	ORKINP	Orkin Pest Control	11/21/2024	2,084.91
103378	PARRA01	Catherine Parra-Haynes	11/21/2024	600.00
103379	PHASEII	PARS	11/21/2024	1,750.00
103380	PONCE10	Lorraine Ponce	11/21/2024	450.00
103381	LEGAL03	Pre-Paid Legal Services, Inc.	11/21/2024	110.65
103382	RAMOS07	Maria Ramos	11/21/2024	200.00
103383	RANCHO01	Rancho Duarte Florist	11/21/2024	382.57
103384	ROSENO	RSG Inc.	11/21/2024	2,896.25
103385	RUBIO11	Briana Rubio	11/21/2024	80.00
103386	SANCH11	Amanda Sanchez	11/21/2024	80.00
103387	SILV01	Randy Silva	11/21/2024	292.75
103388	STANDA01	Standard Insurance Co. RV	11/21/2024	448.45
103389	STANDA03	Standard Insurance Company	11/21/2024	2,521.43
103390	STATEO01	State Of California	11/21/2024	288.00
103391	SUPER01	Super Birthday Inc.	11/21/2024	600.00
103392	SWEET02	Sweet Moments Photobooth LLC	11/21/2024	375.00
103393	TAPIA11	Sylvia Tapia	11/21/2024	1,500.00
103394	TEXAS01	Texas Life Insurance Co.	11/21/2024	4,316.74
103395	verizonw	Verizon Wireless	11/21/2024	3,253.23
103396	VISION01	Vision Service Plan - (CA)	11/21/2024	6,520.18
103397	WILL01	April Williams	11/21/2024	360.00
103398	ZEPEDA07	Priscilla Zepeda	11/21/2024	234.23
103399	ALLCI01	All City Management Services, Inc	11/27/2024	2,172.60
103400	AZBUS01	A-Z Bus Sales	11/27/2024	34.44
103401	AZUSAP01	Azusa Plumbing Supply	11/27/2024	378.03
103402	B&BTIR	B & B Tires Service	11/27/2024	85.00
103403	BAKER01	Baker & Taylor Books	11/27/2024	196.27
103404	MIJACA	Balcon Holdings, Inc.	11/27/2024	406.00
103405	BARNEY	Barney's Locksmith Service	11/27/2024	43.66
103406	BILLST	Bill's Truck Repair, Inc.	11/27/2024	2,628.10
103407	BMI01	BMI	11/27/2024	435.00
103408	BRITEW	BriteWorks, Inc.	11/27/2024	12,847.12
103409	SANGAB11	California Newspapers Partnership	11/27/2024	3,391.02
103410	CDW01	CDW Government	11/27/2024	808.20

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103411	CIVIC02	CivicPlus, LLC	11/27/2024	3,028.20
103412	COMPLE01	Complete Paperless Solutions, LLC	11/27/2024	17,828.89
103413	COUNTY04	County of Los Angeles	11/27/2024	15,416.66
103414	LOSANG33	County of Los Angeles	11/27/2024	116,738.36
103415	DAVIDE	David Evans & Associates Inc	11/27/2024	1,408.60
103416	DUDEK01	Dudek	11/27/2024	1,080.00
103417	BATE01	Elior Inc.	11/27/2024	4,611.25
103418	EPOCH01	EPOCH	11/27/2024	3,915.00
103419	FCG01	FCG Consultants Inc.	11/27/2024	15,220.10
103420	FILLG01	Fill Good Landscaping	11/27/2024	565.00
103421	FWEP01	FWEP Aquisitioin Inc	11/27/2024	173.46
103422	GARVEY	Garvey Equipment Co	11/27/2024	342.19
103423	GEN01	General Technologies and Solutions (GTS)	11/27/2024	39,557.02
103424	GEOLOG	Geologic Associates	11/27/2024	22,268.39
103425	1Glendor	Glendora Chevrolet	11/27/2024	8.27
103426	GRAND10	Grand Slam Safety,LLC	11/27/2024	43.10
103427	ICMA	ICMA	11/27/2024	1,200.00
103428	INTELL01	Intelli-tech, Inc.	11/27/2024	14,969.48
103429	ITERIS	Iteris, Inc.	11/27/2024	980.00
103430	JOEAGO	Joe A. Gonsalves & Son	11/27/2024	2,375.00
103431	COORYE	Samir M. Khoury	11/27/2024	15,568.00
103432	LANDSC	Landscape Warehouse III Inc.	11/27/2024	147.18
103433	MIDAS	Manuel C Muratalla	11/27/2024	76.98
103434	MARIPO	Mariposa Landscapes, Inc.	11/27/2024	66,305.05
103435	MARXBR	Marx Bros Fire Extinguisher Co	11/27/2024	800.00
103436	MERCUR	Mercury Fence Co., Inc.	11/27/2024	300.00
103437	METR01	Metrocell Construction, Inc.	11/27/2024	50,147.00
103438	MOUNT01	MNRO Holdings, LLC	11/27/2024	55.37
103439	NAN01	Nancy K Bohl Inc	11/27/2024	4,166.00
103440	NATION25	National Auto Fleet Group	11/27/2024	52,275.63
103441	OFFICE03	ODP Business Solutions, LLC	11/27/2024	343.98
103442	OFFICE02	Office Solutions	11/27/2024	492.24
103443	PERF03	Performance Elevator Contractors, Inc.	11/27/2024	380.00
103444	PITNEY06	Pitney Bowes, Inc	11/27/2024	982.47
103445	PROPRINT	Pro Printing, Inc.	11/27/2024	3,698.16
103446	PURCHA	Purchase Power	11/27/2024	2,167.83
103447	RANCHO01	Rancho Duarte Florist	11/27/2024	293.74
103448	SEMA02	SEMA INC	11/27/2024	3,448.60
103449	SIERRM01	Marcos Sierra	11/27/2024	3,027.57
103450	STUMPFEN	Stump Fence Co.	11/27/2024	2,290.00
103451	TAB01	TAB Products Co. LLC	11/27/2024	525.00
103452	TPX 01	TPX Communications	11/27/2024	313.52
103453	ARAM01	Vestis Services, LLC	11/27/2024	497.80
103454	WALT01	Walters Wholesale Electric Co.	11/27/2024	497.07
103455	WESTCO05	West Coast Arborists, Inc.	11/27/2024	1,031.50
103456	HDSUP01	WHITE CAP, L.P.	11/27/2024	82.24
103457	YTIRES	Y Tire Sales	11/27/2024	30.00
103458	Z&K01	Z&K Consultants, Inc.	11/27/2024	35,644.00
103459	ACUNA03	Luana Acuna	11/27/2024	146.88
103460	AMAZON1	Amazon Capital Services, Inc.	11/27/2024	1,337.65
103461	AZUSALW	Azusa Light & Water	11/27/2024	889.26
103462	BURN01	Mark Burnett	11/27/2024	425.00
103463	BURROL08	Larry Burrola	11/27/2024	109.60
103464	CAMPOS03	Manuel Campos	11/27/2024	177.34
103465	CINTAS	Cintas Corporation #693	11/27/2024	283.97
103466	ESPI11	Victoria M. Espino	11/27/2024	120.00
103467	EVANS02	Gloria Evans	11/27/2024	225.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103468	FLORE01	Karla Flores	11/27/2024	420.00
103469	GAMEZ01	Pablo Gamez	11/27/2024	447.28
103470	HARDY01	Joseph Hardy	11/27/2024	43.55
103471	HOVE01	Armando Hovey	11/27/2024	500.00
103472	IRWIND21	Irwindale Hand Wash & Auto Detail	11/27/2024	606.81
103473	ITERIS	Iteris, Inc.	11/27/2024	620.00
103474	JONES03	Richard D Jones, A Professional Law Corpo	11/27/2024	49.15
103475	MODEL01	Model 1 Commercial Vehicle, Inc.	11/27/2024	92.69
103476	OFFICE03	ODP Business Solutions, LLC	11/27/2024	93.69
103477	PETTYC05	City of Irwindale-Admin Petty Cash	11/27/2024	457.89
103478	PROPRINT	Pro Printing, Inc.	11/27/2024	55.75
103479	ACCOUN	Robert Half	11/27/2024	693.40
103480	SCFUELS	SC Fuels	11/27/2024	5,123.49
103481	SCE02	Southern California Edison	11/27/2024	5,256.48
103482	UNITED11	United Site Services of CA Inc	11/27/2024	589.50
103483	WAGONER	Pamela Wagoner	11/27/2024	210.00
103484	CALIFO56	California State Disbursement Unit	11/27/2024	604.15
103485	CALIFO57	California State Disbursement Unit	11/27/2024	143.07
103486	CALIFO58	California State Disbursement Unit	11/27/2024	100.00
103487	CITY01	City of Hope	11/27/2024	34.00
103488	FRANC06	Franchise Tax Board	11/27/2024	488.25
103489	FRANCH07	Franchise Tax Board	11/27/2024	262.14
103490	ICEA	Irwindale City Employee Assoc.	11/27/2024	936.00
103491	IMEA	Irwindale Mgmt Employee Assoc.	11/27/2024	500.00
103492	IRWIND02	Irwindale Police Officers Assoc.	11/27/2024	3,068.00
103493	LOSANG31	Los Angeles County Sheriff's Dept.	11/27/2024	154.87
103494	ACCO01	ACCO Engineering Systems	12/11/2024	8,491.00
103495	ALLCI01	All City Management Services, Inc	12/11/2024	977.67
103496	AZBUS01	A-Z Bus Sales	12/11/2024	3,221.87
103497	BAKER01	Baker & Taylor Books	12/11/2024	84.50
103498	CONVER	Converse Consultants, Inc.	12/11/2024	10,949.00
103499	COSTA01	Costar Realty Information, Inc.	12/11/2024	438.90
103500	COUNTY04	County of Los Angeles	12/11/2024	12,785.83
103501	CSG01	CSG Consultants	12/11/2024	7,831.25
103502	DASH01	Dash Medical Gloves, LLC	12/11/2024	209.52
103503	DAVIDE	David Evans & Associates Inc	12/11/2024	508.00
103504	DEMCOI	Demco, Inc.	12/11/2024	433.31
103505	DIVISI01	Division of the State Architect	12/11/2024	493.90
103506	DOGWAS01	Dog Waste Depot	12/11/2024	479.58
103507	ECORP01	ECORP Consulting, Inc.	12/11/2024	10,285.00
103508	ENVIRO05	Environmental Science Associates (ESA)	12/11/2024	4,692.00
103509	FWEP01	FWEP Aquisitioin Inc	12/11/2024	129.66
103510	GEOLOG	Geologic Associates	12/11/2024	55,398.10
103511	HDLCOR	HdL Coren & Cone	12/11/2024	3,162.64
103512	INTERS02	Interstate Batteries	12/11/2024	180.19
103513	INTER01	Interwest Consulting Group	12/11/2024	2,332.50
103514	KIML01	Kimley-Horn and Associates, Inc.	12/11/2024	860.15
103515	LAWE01	Law Enforcement Medical Services, Inc.	12/11/2024	1,225.00
103516	LEWISE	Lewis Engraving, Inc.	12/11/2024	14.33
103517	PRAXAI	Linde Gas & Equipment Inc	12/11/2024	21.95
103518	LSA01	LSA Associates, Inc.	12/11/2024	5,332.50
103519	MAINTE01	Maintex	12/11/2024	2,169.50
103520	MIDAS	Manuel C Muratalla	12/11/2024	1,445.97
103521	NATION25	National Auto Fleet Group	12/11/2024	232,717.50
103522	NOVA01	Nova Geotechnical & Inspection Services -	12/11/2024	21,458.77
103523	ORTCO01	Ortco Inc.	12/11/2024	8,100.00
103524	PLACE01	PlaceWorks, Inc.	12/11/2024	3,063.17

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103525	PROPRINT	Pro Printing, Inc.	12/11/2024	215.00
103526	ADAMPP	Proffesional Police Supply Inc.	12/11/2024	1,514.01
103527	RANCHO01	Rancho Duarte Florist	12/11/2024	75.00
103528	ROGELI	Rogelio's Upholstery	12/11/2024	269.10
103529	ROYAL04	Royal Industrial Electric	12/11/2024	886.28
103530	SOUTH09	Southern Computer Warehouse Inc,	12/11/2024	1,735.43
103531	ARAM01	Vestis Services, LLC	12/11/2024	105.87
103532	WALT01	Walters Wholesale Electric Co.	12/11/2024	1,743.13
103533	WESTCO05	West Coast Arborists, Inc.	12/11/2024	1,129.20
103534	WEST06	Westrux International, Inc.	12/11/2024	125.00
103535	YTIRES	Y Tire Sales	12/11/2024	30.00
103536	ZOHO01	Zoho Corporation	12/11/2024	2,197.80
			Report Total (230 checks):	1,217,593.50

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
November 2024

Payroll Batch	409-11-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
11/14/24			
	11 City Council		1,731.15
	13 City Administrative Office		61,106.53
	14 Finance Department		28,302.15
	35 Police Department		219,792.99
	40 Recreation Department		34,032.28
	41 Aquatics Department		6,834.59
	42 Senior Citizens' Center		20,678.40
	44 Library		16,496.05
	51 Planning & Community Development		23,610.09
	52 Public Works - Engineering		30,199.06
	57 Public Works - Services		55,505.87
		Gross Payroll	498,289.16
		Required Deductions	(145,342.37)
		Voluntary Deductions	(22,088.30)
		Net Payroll	330,858.49

Payroll Batch	415-11-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
11/15/24			
	57 Public Works - Services		12,881.87
		Gross Payroll	12,881.87
		Required Deductions	(4,911.79)
		Voluntary Deductions	-
		Net Payroll	7,970.08

Payroll Batch	423-11-24, 424-11-24, 425-11-24, 426-11-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
11/27/24			
	11 City Council		5,867.49
	13 City Administrative Office		61,458.00
	14 Finance Department		28,497.94
	35 Police Department		221,696.37
	40 Recreation Department		35,430.61
	41 Aquatics Department		3,822.49
	42 Senior Citizens' Center		20,879.36
	44 Library		15,685.53
	51 Planning & Community Development		24,853.23
	52 Public Works - Engineering		30,199.06
	57 Public Works - Services		54,564.26
		Gross Payroll	502,954.34
		Required Deductions	(146,489.13)
		Voluntary Deductions	(22,870.47)
		Net Payroll	333,594.74

Item #24.C.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of the 2025 Local Appointments List

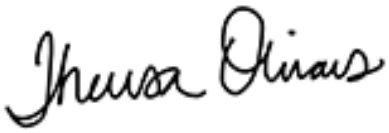
City Manager's Recommendation:

Adopt Resolution No. 2024-89-3566 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2025 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME" reading by title only and waiving further reading thereof.

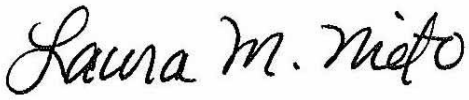
Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

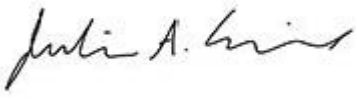


Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:



Julian A. Miranda, City Manager

Background and Analysis:

Government Code Sections 54970-54975 (the "Maddy Act") require municipal agencies to prepare and post a list of appointments of all regular and ongoing boards, commissions, and committees. This list is known as the Local Appointments List.

The Maddy Act was enacted to ensure that members of the public are aware of opportunities to serve on local commissions. The Maddy Act mandates that on or before December 31 of each year, the City Council shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council.

The list must include (a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position; and (b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

The Chief Deputy City Clerk will be directed to make the Local Appointments List available to members of the public consistent with the requirements of the Maddy Act, including posting at the City Hall bulletin board, City's website (www.irwindaleca.gov) and the Irwindale Public Library.

Fiscal Impact:

None

Attachments:

1. Resolution No. 2024-89-3566 List of Local Appointments

RESOLUTION NO. 2024-89-3566

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2025 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME

WHEREAS, the Maddy Act, California Government Code Section 54970 *et seq.,* requires the City Council to prepare a Local Appointments List, which lists all regular and ongoing boards, commissions and committees which are appointed by the City Council; and

WHEREAS, the Local Appointments List is required to be made available to members of the public; and

WHEREAS, the City Council of the City of Irwindale desires to adopt the City of Irwindale's 2025 Local Appointments List, and make the same available to the public.

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

SECTION 1. The Mayor has prepared an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council, the 2025 Local Appointments List, which is attached as Exhibit "A". The City Council has reviewed and approves the Local Appointments List as prepared. The Chief Deputy City Clerk is directed to make the Local Appointments List available to members of the public consistent with the requirements of the Maddy Act, including posting at Irwindale City Hall's bulletin board, City of Irwindale website and the Irwindale Public Library located at 5050 Irwindale Avenue, Irwindale, CA 91706.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Irwindale at a regular meeting held on the 11th day of December 2024.

_____
Albert F. Ambriz, 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. 2024-89-3566 was adopted at an regular meeting of the Irwindale City Council held on the 11th day of December 2024 by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

LOCAL APPOINTMENTS LIST
NOTICE OF COMMISSION VACANCIES

NOTICE IS HEREBY GIVEN that the City of Irwindale encourages residents to apply for positions on City Boards, Commissions, and Committees that will have vacancies in 2025. Commissioners are appointed by the City Council and are volunteers who serve three year terms (Planning Commissioners serve four year terms) beginning January 1 and must reapply after each term.

The following is a complete list of expiring appointed terms for 2025, names of incumbents and the dates of their appointment.

PARKS & RECREATION COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Carmen Roman	Appointed: 9/23/20 Re-appointed: 12/14/22	December 31, 2025
Michelle Duran	Appointed: 12/14/22	December 31, 2025

The Parks and Recreation Commission provides policy direction to the City Council in administering the City’s parks and recreation programs. The five member body meets on the first Wednesday of each month at 6:00 p.m. in the City Council Chambers.

PLANNING COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Joseph V. Rodriguez II	Appointed: 12/13/23	December 31, 2025
Casey J. Miranda	Appointed: 6/12/24	December 31, 2025

The Planning Commission provides land use policy direction to the City Council. The five-member body meets on the third Wednesday of each month at 6:30 p.m. in the City Council Chambers.

SENIOR CITIZEN COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Christina Fraijo	Appointed: 12/14/22	December 31, 2025

The Senior Citizen Commission provides policy direction to the City Council in administering the city's senior citizen programs. The five-member body meets on the fourth Monday of each month at 9:00 a.m. in the City Council Chambers.

IRWINDALE COMMUNITY FOUNDATION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Steven Hillgren (Business Representative)	Appointed: 07/24/24	June 30, 2025
George Silva (Business Representative)	Appointed: 07/24/24	June 30, 2025

The Irwindale Community Foundation's specific and primary purpose is to support the City of Irwindale and the residents of the City of Irwindale by providing funding, through grants, donations and corporate support, for community benefits and services to benefit the community.

No person shall be eligible for appointment to the any City Commission unless he or she is a resident of the City of Irwindale, age fifty years or older *(for the Senior Citizen Commission only)* and a registered, qualified voter of the City at the time of appointment. At all times during such commissioner's term of office he or she shall continue to be a resident and a registered, qualified voter of the city.

Laura M. Nieto

Laura M. Nieto, MMC
Chief Deputy City Clerk

Date Posted:

Item #24.D.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Development Impact Fee Compliance Report Required Pursuant to Government Code § 66006.

City Manager's Recommendation:

That the City Council review, receive and file the Development Impact Fee Compliance Report for Fiscal Year ending on June 30, 2024.

Administrative Action:

Submitted / Prepared by:

Kambiz Borhani, Finance Director / City Treasurer

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The Development Impact Fees are charged to new development, and represents the new development project's fair share of costs for future infrastructure and facility needs that will be needed to meet the City's growth demands.

The City Council of the City of Irwindale adopted Development Impact Fee Ordinance No. 726 (IMC Section 3.50) on July 11, 2018, and the fees became effective sixty (60) days after. On December 9, 2020, the City Council approved Resolution No. 2020-98-3258 approving adjustments of the City's DIF and the fees became effective sixty (60) days after adoption.

Pursuant to Government Code Section 66006, a local agency which levies Development Impact Fees shall make available to the public a report providing certain information set forth in Government Code Section 66006(b)(1) and shall review that information at the next regularly scheduled public meeting not less than 15 days after the information has been made available to the public.

Commencing on November 26, 2024, copies of the Development Impact Fee Compliance report, attached as Exhibit A, were made available to the public for review in the City Clerk's Office, as well as posted on the City's website. At this December 11, 2024, City Council meeting, the City Council is asked to review the information that has been made available to the public in accordance with Government Code Section 66006.

The purpose of this report is to provide the community with information as to the status and use of development impact fees collected and to meet the reporting requirement of Government Code Section 66006 for the fiscal year ending June 30, 2024.

Fiscal Impact:

There is no fiscal impact with the acceptance of this report.

Attachments:

1. Development Impact Fee Compliance Report for fiscal year ending June 30, 2024

City of Irwindale
Development Impact Fee Annual Report
Fiscal Year 2023-2024

INTRODUCTION

The following is a report, which was prepared to comply with California Government Code Section 66006. This section requires an annual disclosure and review of collected development impact fees and expenditures. This review is prepared in compliance with the requirements of the Government Code[1]. The Development Impact Fees are meant to fund the cost of key capital facilities that will be needed to meet the City's growth demands.

The City Council of the City of Irwindale adopted the Development Impact Fee ("DIF") Ordinance No. 726 on July 11, 2018. On December 9, 2020, the City Council approved Resolution No. 2020-98-3258 approving adjustments of the City's DIF and the fees became effective sixty (60) days after adoption.

State law requires any local agency that imposes development impact fees to prepare and make available an annual report providing specific information about those fees within 180 days after the last day of each Fiscal year. The annual compliance reporting requirements are as follows:

1. A brief description of the type of fee in the account or fund, included as Section 1.

2. The amount of the fee, included as Section 2.

3. The beginning and ending balance of the account or fund, included as Section 3.

4. The amount of the fees collected and the interest earned, included as Section 4.

5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees. Included as Section 5.

6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement,

[1] Unless otherwise specified herein, all statutory references are to the Government Code.

as identified in paragraph (2) of the subdivision (a) of Section 66001, and the public improvement remains incomplete. Included as Section 6.

7. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement of which the transferred or loaned fees will be expended, and the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan. Included as Section 7.

8. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001. Included as Section 8.

RESPONSES TO THE REPORTING REQUIREMENTS

Section 1: A brief description of the type of fee in the account or fund

a. **Administrative Facilities** – The purpose of the fee is to ensure that the new development funds its fair share of administrative facilities. A fee schedule is presented based on the planned facilities standard of administrative facilities in the City of Irwindale to ensure that new development provides adequate funding to meet its needs.

b. **Transportation Facilities** – The purpose of this fee is to fund the needed transportation facilities, including roadway segments and intersection improvements, to accommodate new development.

c. **Library Facilities** – The purpose of this fee is to fund the needed Library facility. The Library facilities in Irwindale serve both residents and businesses. Therefore, demand for services and associated facilities are based on the City's service population including residents and workers.

d. **Storm Drain Facilities** – The purpose of this Storm Drain Facilities fee is to accommodate growth within the City of Irwindale and to fund new development, including storm drain facility infrastructure.

e. **Police Facilities** – The purpose of the police impact fee is to fund the police facilities needed to serve new development. Irwindale currently provides police services from a single police station. A proposed fee is presented based on the system plan standard of police facilities per capita.

f. **Sewer Facilities** – The purpose of this Sewer Facilities fee is to accommodate growth within the City of Irwindale and to fund new development, including sewer facilities infrastructure.

g. **Parks and Recreation Facilities** – The purpose of the parkland and park facilities impact fee is to fund the park facilities needed to serve new development. The maximum justified impact fee is presented based on the existing plan standard of parkland and park facilities per capita.

Section 2. Current Fee Schedule

Land Use	Admin Facilities	Police Facilities	Parks & Rec Facilities	Library Facilities	Trans-portation Facilities	Storm Drain Facilities	Sewer Facilities
Residential - Per Dwelling Unit							
Single Family	$ 6,390	$ 8,466	$ 17,519	$ 1,148	$ 3,992	$ 723	$ 31
Multifamily	3,019	3,999	8,276	542	2,787	476	15
Nonresidential - Fee per 1,000 Sq Ft							
Commercial	$ 1,452	$ 1,924	$ 3,468	$ 210	$ 7,096	$ 542	$ 27
Office	1,897	2,512	4,527	275	5,084	166	23
Industrial	705	934	1,684	102	3,370	383	3

Section 3. The beginning and ending balance of the account or fund

The beginning balance is as of July 1, 2023, and the ending balance is as of June 30, 2024.

Impact Fee Type	Beginning Balance July 1, 2023	Ending Balance June 30, 2024
Admin Facilities	$ 427,692.13	$ 825,813.25
Police Facilities	$ 566,470.42	$ 1,093,880.46
Parks & Rec Facilities	$ 1,021,285.86	$ 1,972,193.08
Library Facilities	$ 61,820.17	$ 119,408.51
Transportation Facilities	$ 2,040,009.98	$ 3,942,963.79
Storm Drain Facilities	$ 231,309.66	$ 447,550.80
Sewer Facilities	$ 1,906.36	$ 3,615.41
Total	**$ 4,350,494.58**	**$ 8,405,425.30**

Section 4. The amount of fees collected and the interest earned

Fees were collected and interest was earned during July 1, 2023, and the ending June 30, 2024.

Impact Fee Type	Fees Collected	Interest Earned	Total
Admin Facilities	$ 398,121.12	$ 22,111.14	$ 420,232.26
Police Facilities	$ 527,410.04	$ 29,291.69	$ 556,701.73
Parks & Rec Facilities	$ 950,907.22	$ 52,812.18	$ 1,003,719.40
Library Facilities	$ 57,588.34	$ 3,198.38	$ 60,786.72
Transportation Facilities	$ 1,902,953.81	$ 105,687.65	$ 2,008,641.46
Storm Drain Facilities	$ 216,241.14	$ 12,009.76	$ 228,250.90
Sewer Facilities	$ 1,709.05	$ 94.92	$ 1,803.97
Total	**$ 4,054,930.72**	**$ 225,205.72**	**$ 4,280,136.44**

Section 5. An identification of each public improvement on which the fees were expended and the amount of the expenditure of each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

Project No.	Description	Amount Budgeted	Percentage of Project to be Funded	Amount Expended	Percentage of Budget Expended
8245	**Civic Center - Exterior Improvement**	849,575.00	68%	-	0%
8804	**Construction of New 8" VCP Sewer Main Extension on Arrow Hwy**	66,000.00	20%	14,599.45	22%
Total		**$ 915,575.00**		**$ 14,599.45**	

Section 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of the subdivision (a) of Section 66001, and the public improvement remains incomplete.

Although Projects 8245 and 8804 Design phase have commenced, the date of construction has yet to be determined.

Section 7. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement of which the transferred or loaned fees will be expended, and the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

The amount expended for Project 8804 was transferred from Development Impact Fees (Fund 47) to Capital Improvement Program (Fund 48) project expenditure accounts respectively.

Section 8. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds from Development Impact Fee Funds due to sufficient funding or unexpended revenues have occurred.

Item #24.E.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award a Professional Services Agreement to Willdan Financial Services for Development Impact Fee Study Update

City Manager's Recommendation:

That the City Council of the City of Irwindale authorize the City Manager to enter into a contract with Willdan Financial Services for a Development Impact Fee Study Update for an amount not to exceed $65,520.

Administrative Action:

Submitted / Prepared by:

Kambiz Borhani, Finance Director / City Treasurer

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

A development impact fee ("DIF") is a monetary exaction charged by the local government to a developer in connection with the implementation of an approved development project. A DIF can vary widely from one jurisdiction to the next because of differing facility needs. With the passage of Assembly Bill 1600, known as the 1987 Mitigation Fee Act (Government Code Section 66000 and following), the State of California recognized the burden on local governments from the rising costs associated with needed infrastructure and population increases associated with new development. The Mitigation Fee Act secured a system for identifying and collecting specific fees, dedications, reservations, and other exactions that local jurisdictions could regularly impose when properties are developed.

To provide funding for future construction or expansion of government facilities, public safety facilities, traffic facilities, and park facilities necessary to mitigate the impact of new development, the City adopted Ordinance No. 726 on July 11, 2018, establishing the DIF program. DIF is a one-time fee charged to new development projects, not existing residences or businesses, collected prior to or at the time the building permit is issued.

On June 27, 2018, the City Council adopted Resolution No. 2018-49-3043 which established a new DIF for residential (single family and multifamily) and Nonresidential (commercial, office & industrial) starting after the said date. Industry's best practices recommend that municipal agencies, when feasible, perform a DIF study update (also known as nexus study) every eight years. Therefore, a Request for Proposal (RFP) for a comprehensive *DIF Study Update* was issued on September 23, 2024, with submittal date of October 28, 2024.

Staff selected Willdan Financial Services to conduct the study since they were originally engaged to perform the DIF study for the City of Irwindale years ago. Their study includes analysis and calculation of fees necessary to enable the City to maintain its public facilities and infrastructure standards as new development creates increases in service demands. The Fee Study identified the need to review current DIF amounts and, if necessary, to be adjusted for inflation-related construction costs.

Staff recommend the City Council consider awarding the contract to Willdan Financial Services for the proposed amount of $65,520.

Fiscal Impact:

The Fiscal Year 2024-2025 adopted budget has sufficient funding for DIF Study Update. No additional funding is being requested.

Attachments:

1. Willdan Financial Services Proposal 10.28.2024
2. Professional Services Contract - Willdan DIF Study Update

City of Irwindale

Proposals for

Development Impact Fee Study Update

WILLDAN

Cover Page

Development Impact Fee Study Update

27368 Via Industria, Suite 200

Temecula, CA 92590

Tel: (800) 755-6864 | Fax: (951) 587-3510

Contact Person

James Edison, JD, MPP

Managing Principal

Email: JEdison@Willdan.com | Tel #: (510) 912-4687

October 28, 2024

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Questionnaire/Response to Scope of Services

A. Company and General Information

Company name and address.

Willdan Financial Services

27368 Via Industria, Suite 200

Temecula, CA 92590

Letter of Transmittal

Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all the terms and conditions of the RFP.

October 28, 2024

Mr. Kambiz Borhani
Finance Director/City Treasurer
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

Re: Proposal to Conduct a Development Impact Fee Study Update for the City of Irwindale

Dear Mr. Borhani:

Willdan Financial Services ("Willdan") is pleased to present this proposal to the City of Irwindale ("City") to conduct a Development Impact Fee Study Update. Willdan's project approach helps to ensure the preparation of an impact fee study that will withstand technical challenges and public scrutiny. Given Willdan's unmatched impact fee experience, we are particularly well positioned to serve the City and help achieve established long-term goals. Outlined below are the advantages and benefits that Willdan will provide for the City.

Direct Recent Experience with the City of Irwindale — Willdan has successfully partnered with the City on multiple occasions, the proposed project manager, James Edison, has worked with you and other City staff on a number of projects over the past years. Most recently, our District Administration Services was retained by the City for Special Tax Consulting. Through these engagements, we've developed relationships with key City Staff, gained an understanding of the City Council and its objectives and sensitivities, and acquired a knowledge of the community. Our team will bring this same level of professionalism and expertise, understanding of the community, and our knowledge of the City's staff and systems to this proposed engagement. ***Where possible, we will leverage our knowledge of the City and relationships with key staff to facilitate and expedite our data gathering and work, focusing less time on data gathering and more on analysis. This allows us to provide meaningful analysis and insight that other firms are unable to match, and our understanding of the City reduces questions and streamlines the process, allowing City Staff to focus their time on direct City operations.***

Unmatched experience implementing and defending fee programs. Willdan's impact fee staff has assisted more than 100 California government agencies with the development and/or update of all fee types and is fortunate to be in a position that will provide a tremendous benefit to the City. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums.

We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple-fee districts/zones; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the City's and stakeholder priorities. Impact fees also need to be developed in compliance with the *Mitigation Fee Act* (California Government Code Section 66000 et seq., also known as Assembly Bill 1600) so that they are defensible and transparent. We are also current on the changes to fee programs and the adoption of nexus studies resulting from AB 602, which took effect in 2022.

Innovative Methodologies. As Willdan operates nationally, we possess unique experiences in numerous jurisdictions dealing with multiple challenges. Our ability to produce studies that accommodate various options and viewpoints ensures fair-minded and sensible projects. Our methodology and approach to impact fees has proven to be effective for Cities and Counties, the development community, and the public. Utilizing focus groups, with established guidelines, during the study, fully informs the development community and the public of the justification of the impact fees, and their positive effect on community growth.

Best-in-class impact fee team that can work immediately to prepare an impact fee program. The Willdan team begins a project by evaluating the agency's existing fee program, if available, and current capital planning policies and funding programs. Not all capital projects are amenable to funding from impact fee programs, and we identify sources that complement fee revenues to fully fund the capital improvement program. The team's Principal-in-Charge James Edison and Project Manager Carlos Villarreal are well respected by our clients for their skill in proactively organizing a clear, consensus-based project approach.

Successful project completion. Willdan has successfully completed many development impact fee studies, including most recently in the ***Cities of McFarland, Riverbank, Santa Paula, Morgan Hill, Hollister, Pismo Beach, Santa Clara, Murrieta, Moreno Valley, Bell Gardens, Pomona, Fountain Valley, and the Counties of Riverside, San Benito, and Stanislaus***. These fee programs were approved by their respective Councils and Boards.

Our approach is geared toward delivering work on schedule and presenting results at public meetings and council workshops to stakeholders and elected officials who typically do not want or need to see the deep detailed analysis. The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals. We have coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges.

Primary Contact

General information about the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number, and email address of the individual.

Willdan Financial Services

Proposal Contact

James Edison, JD, MPP

Managing Principal

27368 Via Industria, Suite 200 | Temecula, CA 92590

Tel#: (800) 755-6864 | Email: JEdison@Willdan.com

As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement. Willdan has read and will comply with all the terms and conditions of the RFP.

Sincerely,

WILLDAN FINANCIAL SERVICES

Chris Fisher
Vice President / Director

B. Qualifications and Experience of the Firm

Firm History and Organizational Chart

A brief history of your organization, including the size of the firm, location of the office from which of the work on this engagement is to be performed, and the number of and nature of the professional staff to be employed in this engagement.

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has over 1,600 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities—***three of whom are committed to contribute their expertise throughout the duration of the City of Irwindale's Development Impact Fee Study Update engagement.***

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by change in resources, infrastructure, technology, regulations, and industry trends.

Size of Firm and Years in Business

Established on June 24, 1988, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

WFS Office Locations

The following table provides the location of our Division Headquarters, as well as our satellite offices.

Willdan Financial Services		
Office Locations		
Division Headquarters 27368 Via Industria, Suite 200, Temecula, California 92590 | Tel: (800) 755-6864 | Fax: (888) 326-6864		
Aurora, CO 3190 S. Vaughn Way Suite 550, Office 523 Aurora, Colorado 80014 (303) 990-4616	**Orlando, FL** 200 South Orange Avenue Suite 1550 Orlando, Florida 32801 (407) 872-2467	**Plano, TX** 5500 Democracy Lane Suite 130 Plano, Texas 75024 (972) 378-6588
Oakland, CA 66 Franklin Street Suite 300 Oakland, California 94607 (510) 832-0899	**Phoenix, AZ** 1440 E. Missouri Ave Suite C-170 Phoenix, Arizona 85014 (602) 870-7600	**Washington, DC** 1025 Connecticut Ave. NW Suite 1000 Washington, DC 20036 (202) 510-0511

Organizational Structure

The organization chart located below represents Willdan Financials Services' reporting structure, including the operating groups and the responsible manager.

Employee Structure

Our staff of 80 full-time employees support our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

Employee Structure	
Title	Count
President & CEO	1
Vice President – Group Director	2
Vice President	4
Assistant Director	4
Principal Consultant	10
Project Manager	14
Analyst	26
Analyst Assistant	12
Administration	7

Slate of Officers

Willdan Financial Services		
Slate of Officers		
Michael Bieber Chief Executive Officer	Mark J. Risco President and CEO	Creighton K. Early Chief Financial Officer
Chris Fisher Vice President / Director		Gladys Medina Vice President / Director
Dan Jackson Vice President	Jeff McGarvey Vice President	Josephine Moses Vice President
Kate Nguyen Secretary	Rebekah Smith Assistant Secretary	Cathy Steele Assistant Secretary

Primary Business

The services your firm offers, which may distinguish it from other firms.

Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Primary Services	
▪ User fee studies	▪ Development impact fee establishment and analysis
▪ Cost allocation plan studies	▪ Tax increment finance district formation and amendment
▪ Utility rate and cost of service studies	▪ Feasibility studies
▪ Real estate economic analysis	▪ Housing development and implementation strategies
▪ Municipal advisory services	▪ Arbitrage and continuing disclosure services
▪ District administration services	▪ Debt issuance support
▪ Property tax audits	▪ Long-term financial plans and cash flow modeling
▪ Economic development strategic plans	

Development Impact Fee Study Update Engagement Office

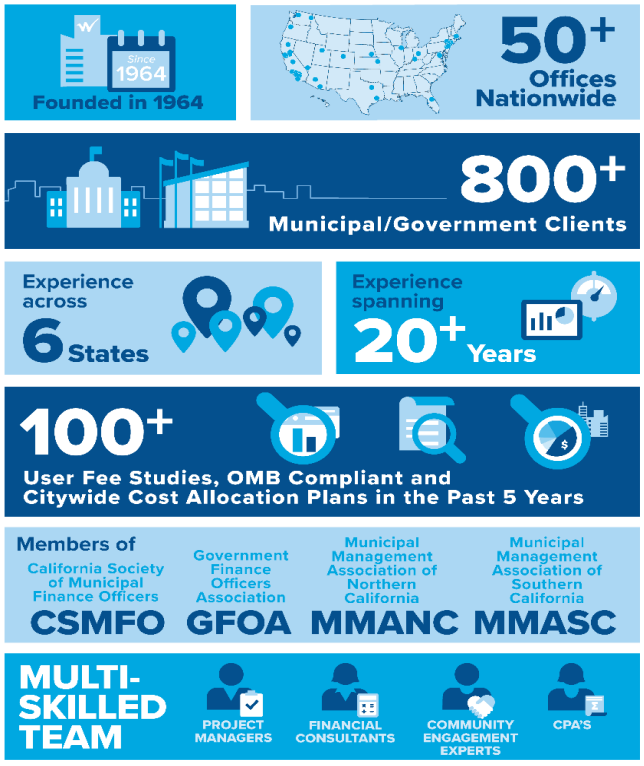
Location of the office from which the work on this engagement will be performed.

The City of Irwindale Development Impact Fee Study Update engagement will be conducted from the Temecula office, Willdan Financial Services Division Headquarters.

Broad Experience

Willdan has been preparing impact fee nexus studies since the passage of the *Mitigation Fee Act*. Our commitment to public agencies and public solutions has helped us develop the broad finance expertise that will be utilized to support the City's Development Impact Fee Study. Willdan has worked on virtually every aspect of municipal finance, including fiscal and economic impact studies related to development and re-organization, the financing of infrastructure and services through special district or supplemental taxes, and even working under contract as a department head of an entire municipality. This experience has provided Willdan team members with deep insight into the sources of municipal revenue and the costs of services.

Managing Principal James A. Edison and his team have worked with public agencies on many community development projects, including the full range of analysis related to feasibility, economic and fiscal impacts, infrastructure finance, and negotiations with private developers. Willdan is thoroughly familiar with both the Act and with the technical and policy issues surrounding impact fees. .



Similar Studies

Profile of the type of accounts and clients that are similar to the City's DIF Update engagement.

Listed below, is a list of the public agencies in which similar services are currently in progress, or have been completed, in the previous five years by the project team included within this submission.

Willdan Financial Services Development Impact Fee Experience Partial Client List	
City of Alameda, CA	City of Pacifica, CA
City of Antioch, CA	City of Patterson, CA
City of Arcadia, CA	City of Parkland, FL
City of Artesia, CA	City of Petaluma, CA
City of Bakersfield, CA	City of Pismo Beach, CA
City of Banning, CA	City of Pittsburg, CA
City of Bell Gardens, CA	City of Pleasant Hill, CA
City of Bellflower, CA	City of Pomona, CA
City of Brea, CA	City of Rancho Mirage, CA
City of Buena Park, CA	City of Redwood City, CA
City of Calexico, CA	City of Rialto, CA
City of Calimesa, CA	City of Richmond, CA
City of Carpinteria, CA	City of Rio Rancho, NM
City of Chino Hills, CA	City of Riverbank, CA
City of Clovis, CA	City of Rolling Hills Estates, CA
City of Coachella, CA	City of Rosemead, CA
City of Commerce, CA	City of San Carlos, CA
City of Compton, CA	City of San Fernando, CA
City of Corona, CA	City of San Jacinto, CA
City of Covina, CA	City of San Marcos, CA
City of Cudahy, CA	City of Vallejo, CA
City of Dixon, CA	City of Santa Clara, CA
City of Dublin, CA	City of Sebastopol, CA
City of El Monte, CA	City of Selma, CA
City of El Segundo, CA	City of Sierra Madre, CA
City of Emeryville, CA	City of Soledad, CA
City of Fillmore, CA	City of South Gate, CA
City of Fountain Valley, CA	City of South San Francisco, CA
City of Fremont, CA	City of St. Helena, CA
City of Garden Grove, CA	City of Tehachapi, CA
City of Gilroy, CA	City of Thousand Oaks, CA
City of Gonzales, CA	City of Tracy, CA

Willdan Financial Services
Development Impact Fee Experience
Partial Client List

City of Goose Creek, SC	City of Upland, CA
City of Guadalupe, CA	City of Visalia, CA
City of Greenfield, CA	City of Wasco, CA
City of Grover Beach, CA	Coachella Valley Association of Governments, CA
City of Hawthorne, CA	Contra Costa Fire Protection District, CA
City of Healdsburg, CA	County of Clay, FL
City of Hercules, CA	County of Kern, CA
City of Hollister, CA	County of Kings, CA
City of Hughson, CA	County of Los Angeles, CA
City of Huntington Beach, CA	County of Madera, CA
City of Huntington Park, CA	County of Merced, CA
City of Indian Wells, CA	County of Placer, CA
City of Irvine, CA	County of Riverside, CA
City of Irwindale, CA	County of Sacramento, CA
City of Kingsburg, CA	County of San Benito, CA
City of La Mesa, CA	County of San Diego, CA
City of La Verne, CA	County of San Joaquin, CA
City of Las Cruces, NM	County of San Luis Obispo, CA
City of Lake Elsinore, CA	County of Santa Barbara, CA
City of Lake Forest, CA	County of Solano, CA
City of Lancaster, CA	County of Sonoma, CA
City of Lawndale, CA	County of Stanislaus, CA
City of Livermore, CA	County of Tulare, CA
City of Long Beach, CA	County of Yolo, CA
City of McFarland, CA	East Contra Costa Fire Protection District, CA
City of Madera, CA	Kern Council of Governments, CA
City of Manteca, CA	Nevada County Consolidated Fire District, CA
City of Menifee, CA	Rodeo-Hercules Fire Protection District, CA
City of Moreno Valley, CA	San Gorgonio Memorial Healthcare District, CA
City of Morgan Hill, CA	Stanislaus Council of Governments, CA
City of Mountain View, CA	Tehachapi Valley Rec. & Park District, CA
City of Murrieta, CA	Town of Mead, CO
City of Newport Beach, CA	Town of Windsor, CA
City of Norco, CA	Tulare County Association of Governments, CA
City of Oroville, CA	Village of Taos Ski Valley, NM

Unique Qualifications

The Services your firm offers which may distinguish it from other firms.

Willdan is uniquely qualified to assist the City with the proposed Development Impact Fee Study Update. The following are specific advantages that we will provide for the proposed engagement.

Direct Experience with the City

In addition to our broad history working with the City, the proposed team prepared the City's last impact fee updates and has been working with the City on a range of issues related to impact fees and infrastructure finance on an ongoing basis. Our familiarity with the City means that we can work quickly and efficiently and anticipate potential implementation issues.

Breadth of Experience

Willdan is the leading firm in California providing services to complete Development Impact Fee Study projects, and one of the leaders throughout the Country. We have completed hundreds of successful similar studies in California, including more than thirty (30) in the past two years alone, in addition to projects in Arizona, Texas and Florida.

Project Dedication and Team Consistency

Willdan has assembled a project team of two (2) subject matter experts within the Financial Consulting Services group, whom have worked together for at least ten (10) years, to conduct the City of Irwindale Development Impact Fee Study Update engagement. This duo understands how to work efficiently and effectively together, has addressed a wide range of project objectives and challenges, and has coordinated or participated in numerous public stakeholder and staff workshops regarding fees and cost of service-based charges.

Community Investment

Much of our success in developing impactful programs and studies is due to our experiences in meeting with citizen / stakeholder groups and elected officials. Our ability to explain technical information in a concise, understandable manner is a fundamental reason for our high degree of success. Willdan staff takes the time to ***include and inform the Community***.

Proven Professionals

The Team's quality is often as important as the consulting firm's reputation. Willdan is known for its personal, customized service. Our team will work with the City's professional staff to provide the long-term service, that is our prime goal.

The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the City of Irwindale; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

C. Qualifications and Experience of Proposed Project Team

Proposed Project Team

A biography of the primary staff that will be responsible for the work to be performed for the City, a brief biography of principals of the Firm, & an organizational chart for the individuals assigned to the City's account.

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement.

We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance. Willdan's Temecula office will have primary responsibility for managing this project. The table below identifies the team members proposed to serve.

City of Irwindale | Primary Staff		
Key Team Member	**Project Role**	**Responsibility to the Engagement**
James Edison, JD, MPP **Managing Principal**	Principal-in-Charge	▪ Ensure client satisfaction, flow of communication, and management of the project ▪ Technical guidance ▪ Project oversight ▪ Quality assurance & control, and ▪ Meeting and presentation attendance
Carlos Villarreal, MPP **Principal Consultant**	Project Manager	▪ Collect, interpret, and disseminate key data ▪ Day to day contact ▪ Production of key elements of the analyses ▪ Model development ▪ Report preparation, and ▪ Meeting and presentation attendance

Project Team Stability

Mr. Edison has been assigned to serve as the principal-in-charge; he has been selected for this role due to his vast experience, which includes the preparation and supervision of numerous fee studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

Resumes

Resumes for our project team are provided on the following pages.

James Edison, JD, MPP, MA

Principal-in-Charge

Mr. James Edison specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional, and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Related Experience

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors. ***Furthermore, Mr. Edison is currently leading an update to the County's development impact fees for 2030.***

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Edison was the principal-in-charge for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Edison served as the principal-in-charge of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. ***Willdan was recently re-selected, through competitive bid, to update the Impact Fees.***

City of Cudahy, CA – Development Impact Fee Study: Mr. Edison led the Willdan team that helped the City analyze impact fees needed to support future development in the City of Cudahy through buildout of the City's General Plan.

City of Indian Wells, CA – Development Impact Fee Study: Mr. Edison served as the principal-in-charge for the City Indian Wells' update to their development impact fees. The fee program was comprised of a variety of fee categories including transportation, public facilities, recreation, park, and storm drain.

City of Fountain Valley, CA – Development Impact Fee Update Study: Mr. Edison served as the project manager for the City of Fountain Valley's update to their development impact fees. Fees included the park impact fee, traffic improvement fee, transportation impact fee, utility infrastructure impact fee and general plan surcharge fee.

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team that updated the City of Alameda's impact fee programs, as well as created a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

City of Santa Clara, CA – Parks Fee Update: Mr. Edison served as principal-in-charge of the City's park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

Education

Juris Doctorate, University of California, Berkeley, School of Law

Master of Public Policy, Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, magna cum laude, Harvard University

Professional Registrations

Member of State Bar, California

Affiliations

Council of Development Finance Agencies

CFA Society of San Francisco

Congress for the New Urbanism

Urban Land Institute

Seaside Institute

International Economic Development Council

26 Years' Experience

J. Edison
Resume Continued

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

City of Manteca, CA – Fire Impact Fee Update: Mr. Edison served in the capacity of project manager for the update of the City's fire services impact fee program.

City of Carpinteria, CA – Development Impact Fee Update: Mr. Edison was the project manager for the City of Carpinteria's Development Impact Fee update study engagement. The study included updates to the following fees: highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. The City has engaged Willdan again to update their impact fees.

City of McFarland, CA – Impact Fee Study Update: Mr. Edison was the principal-in-charge and technical advisor on the update to the City's development impact fee program. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic.

County of San Benito, CA – Comprehensive Impact Fee Study: Mr. Edison served as technical advisor to the County's Impact Fee Study. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

Stanislaus County Council of Governments, CA – Regional Transportation Fee Update: Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy-in from the communities of Stanislaus County and the County government itself.

County of Tulare, CA – Countywide Impact Fees: Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study included a range of facilities such as public protection, library, and parks, as well as a transportation facilities impact fee with different fees calculated for two zones in the County.

City of Fillmore, CA – North Fillmore Specific Plan Nexus Study: Mr. Edison is currently assisting the City with an analysis of development impact fees needed to finance public facilities necessary for the development of the North Filmore Specific Plan. Public facilities included in this analysis include water, sewer systems, recycled water, and streets.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Edison served in the role of principal-in-charge of an update to the City's impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Edison served as principal-in-charge of an update to the City's existing nexus study, which included general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach.

Carlos Villarreal, MPP

Project Manager

Mr. Carlos Villarreal, a Financial Consulting Group Principal Consultant, is proposed to serve in the role of project manager due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types.

Related Experience

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Villarreal served as the project manager of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. ***Willdan was recently re-selected, through competitive bid, to update the Impact Fees.***

City of Long Beach, CA – Park Impact Fee Update: Willdan assisted with an update to the City's existing park impact fees, with Mr. Villarreal serving in the role of project manager. The project included updating demographic data and facility planning to properly update park facility standards. He used this information to then calculate impact fees for single family and multi-family residential dwelling units and prepare a nexus study documenting the revised fees and the required legal findings under the Mitigation Fee Act.

County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study: Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Villarreal was the lead analyst in the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He assisted in the preparation of the technical and analytical documents necessary to calculate the fees and establish the necessary nexus. ***Mr. Villarreal is once again serving on the project team to update the County's impact fees through 2030.***

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Villarreal served as the project manager for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities. In 2022 the City added a public arts fee and workforce development facility fee.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Villarreal served in the role of project manager for the City's impact fee project. The program included: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

City of Carpinteria, CA – Development Impact Fee Update: Mr. Villarreal was the lead analyst to update the City of Carpinteria's impact fees, which included highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. ***The City has engaged Willdan again to update their impact fees and Mr. Villarreal is serving in the role of project manager.***

County of San Benito, CA – Comprehensive Impact Fee Study: As project manager, Mr. Villarreal assisted the County with the preparation of an updated and expanded impact fee program. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

Education

Master of Public Policy, Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, Geography, University of California, Los Angeles; Minor in Public Policy and Urban Planning

Areas of Expertise

Fiscal Impact Analyses

Development Impact Fees

Public Facilities Financing Plans

GIS Analysis

18 Years' Experience

C. Villarreal
Resume Continued

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as lead analyst assisting with an update to the City's existing nexus study, including general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach. The City engaged Willdan again to update the study and Mr. Villarreal served in the role of project manager.

City of Oroville, CA – Impact Fee Study Update: Mr. Villarreal served as project manager for a study updating the City's development impact fee program, including parks, law enforcement, general government, fire suppression, and traffic facilities. The fee program was adopted by the City Council in 2015. The City engaged Willdan again to update the 2015 study, and Mr. Villarreal served in the role of project manager.

City of McFarland, CA – Development Impact Fee Study Update: Mr. Villarreal served as project manager updating the City's development impact fee program. The study comprehensively updated the City's fee program, incorporating new facility master planning and infrastructure costs necessary to facilitate expected development in the City through 2040. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic. The fees were adopted by the City Council in 2020.

Response to Scope of Services

Project Understanding

This section outlines Willdan Financial Services' ("Willdan") understanding of the situation surrounding the City of Irwindale's ("City") desire to conduct a development impact fee study update, as well as identify the project objectives and discusses the background regarding public facilities financing in California. Also outlined is an overview of our impact fee project approach. Listed below are the development impact fees that are to be updated by this study.

- Administrative Facilities
- Library Facilities
- Police Facilities
- Parks and Recreation Facilities
- Transportation Facilities
- Storm Drain Facilities
- Sewer Facilities

Project Objectives

The objective of this project is to update development impact fees pursuant to State law. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and facility standards, capital facilities plans and costs, and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the *Mitigation Fee Act*.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

Summary of Approach

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to: capture the total demand often associated with major public facility investments; and support analysis of debt financing, if needed. In contrast to build out projections, market-based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (second bullet above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

Identifying New Development Facility Needs and Costs

We can take several different approaches to identify facility needs and costs to serve new development. Typically, this is a two-step process: 1) identify total facility needs; and 2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain due to the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development's fair share of planned facilities costs: 1) the existing inventory method; 2) the planned facilities method; and 3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized as follows:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan (CIP) and budget process, possibly after completion of a new facility master plan.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities + Cost of Planned Facilities}}{\text{Existing + New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that work together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

Calculating the Fee Schedule

At its simplest, the fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the particular study.

Related Approach Issues

Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a “wish list” of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency’s existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing if another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have several strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessments and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policy-makers, and the public.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

Work Plan

Willdan will work with the City to update its impact fees consistent with the Mitigation Fee Act and other relevant laws. We want to ensure that our scope of services is responsive to the City's needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

Task 1:	Identify Policy Issues
Objective:	Identify and discuss potential policy issues raised by the study. Kick-off meeting with staff to review data needs, policy issues, schedule and discuss potential additional fee categories.
Description:	Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include: ▪ Changes in implementation resulting from AB 602 and recent cases, including the *Sheetz* decision; ▪ Changes in approach and nexus findings necessary to comply with AB 602 and recent cases, including the *Sheetz* decision; ▪ Potential new impact fees for consideration ▪ Adequacy of General Plan and other public facility planning policies (e.g., level of service standards); impact fee ordinances and resolutions, and prior nexus studies; ▪ Availability of existing public facility master plans and CIPs to identify needed facilities; ▪ Types of facilities to be funded by each fee; ▪ Land use categories for imposition of fees; ▪ Nexus approach to determining facility standards; ▪ Nexus approach to allocating cost burden among land uses, including need for separate fee zones; ▪ Potential alternative funding sources, if needed; ▪ Funding existing deficiencies, if identified; and ▪ Implementation concerns and strategies.
Deliverables:	(1) Information requests; and (2) revised project scope and schedule (if needed).

Task 2:	Identify Existing Development and Future Growth
Objective:	(1) Identify estimates of existing levels of development; and (2) identify a projection of future growth consistent with current planning policy.
Description:	Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program. Consult with City staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Consider projections from regional metropolitan planning agencies and other available sources - City staff to provide estimates and projections by zone if needed. Develop approach for converting land use data to measure of facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for each impact fee based on: ▪ Available local data on facility demand by land use category; ▪ Approaches used by other agencies; and ▪ Support for other agency policy objectives. Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from City staff prior to proceeding.

Task 3:	Determine Facility Standards
Note:	Conduct Tasks 3, 4, and 5 separately for each intended facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.
Objective:	Determine standards to identify facilities required to accommodate growth.
Description:	Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: (1) adopted policy standards (e.g., General Plan, master facility plans); (2) standards derived from existing facility inventories; or (3) standards derived from a list of planned facility projects. City staff to provide policies, inventories, and project lists. Willdan will work with the City to identify additional costs that might be eligible for funding by the DIF.

Task 4:	Determine Facilities Needs and Costs
Objective:	Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.
Description:	Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan. Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, City staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g., five years). Distinguish between: (1) facilities needed to serve growth (that can be funded by impact fees); and (2) facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities). Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent City experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices. The revised facility costs will form the basis of the capital improvement program needed for compliance with AB 602. ***This scope of work does not include additional engineering analysis, including traffic engineering, to identify total facility needs, existing deficiencies, or cost estimates. Any such engineering/design work can be provided under a separate contract with Willdan Engineering or a third party. However, Willdan can use rough descriptions and comparables to calculate a reasonable cost estimate sufficient for use in the DIF study.***

Task 5:	Identify Funding and Financing Alternatives
Objective:	Determine the extent of alternative (non-fee) funding available for new facilities.
Description:	If impact fees are going to only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify: 1. Funding from non-impact fee sources to correct existing deficiencies; and 2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities. Identify anticipated alternative funding based on information from City staff or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities. Assume facilities to be funded predominantly on a pay-as-you-go basis. Scope does not include a cash flow analysis to analyze effect of timing of fee revenues on financing costs.

Task 6:	Fee Comparison Analysis
Objective:	Provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions in Los Angeles County.
Description:	Willdan will compare a total of five Los Angeles County jurisdictions to be selected by the City. Typically, Willdan prepares an analysis of fees charged to a series of prototype developments (such as residential, retail, etc.) to provide an "apples to apples" comparison, but the exact methodology will be determined in consultation with the City. This comparison will be limited to four other jurisdictions.

Task 7:	Calculate Fees and Prepare Report
Objective:	Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.
Description:	Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks. Prepare draft report tables for City staff to review, that document each step of the analysis, including schedule of maximum justified fees by facility type land use category and all other requirements of the Mitigation Fee Act. Following one (1) round of comments from City staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one (1) round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. This public review draft will be presented and public stakeholder meetings and at a Council informational session. Prepare final report, if necessary, based on comments received on the public draft report. If requested, post the report on our website for public access. Note that as of January 2022, the Nexus study is adopted separately from the fees, and with a 30-day notice. Fees will be calculating residential land uses in compliance with AB 602. Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.
Deliverables:	If necessary, we will provide up to two (2) bound copies of the draft report, one (1) unbound copy, one (1) Microsoft Word copy; and up to ten (10) bound paper copies, and one (1) unbound copy of the final report.

Task 8	Meetings
Objective:	The project manager or other necessary Willdan staff will attend project meetings. A member of the Impact Fee project team will attend up to four (4) in-person meetings and presentations throughout the City's engagement. Phone conferences are not considered meetings for the purposes of this scope.
Optional:	Optional stakeholder and Council meetings may be requested by the City.

Staff Support

To complete our tasks, we will need the cooperation of City of Irwindale staff. We suggest that the City assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- Coordinate responses to requests for information;
- Coordinate review of work products; and
- Help resolve policy issues.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Statement of Differentiated Services

Extensive Public Sector Experience

Willdan has delivered industry-leading financial, energy and engineering solutions that have transformed government and commerce for 60 years. Willdan Financial Services advises governments throughout the United States and abroad about financial and economic consulting. We serve all levels of government and collaborate with government staff, constituents, developers, officials, and other professional services firms.

Experienced Team

Our employees know and understand the problems facing local government under the current economic climate, and we have oriented our practice to support an agency's modified budget policies and public service priorities.

Financial Stability

Willdan Group, Inc. (WGI)has sustained a healthy financial performance record due to the outstanding performance of our operating divisions and a strong, dependable reputation in municipal consulting. Detailed financial statements and annual reports are included on our webpage (http://ir.willdangroup.com/). As a publicly traded company (NASDAQ ticker: WLDN), must provide public financial information as required by the SEC.

Furthermore, Willdan Financial Services is not currently involved in any condition (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede our ability to complete this engagement.

Financial Stability

- In business for 60 years
- Approximately 1,600 employees
- Fiscal Year 2023 Consolidated Contract Revenue of $510M
- Market capitalization of $537M (September 2024)
- $50 million Line of Credit with the ability to increase up to $60 million

Project Disclaimer

The City of Irwindale further represents, acknowledges, and agrees that:

(i) The City uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

D. Reporting

Detail proposed meeting availability for phone calls and face to face meetings. A presence at City Council meetings may be needed from time to time.

A member of the Impact Fee project team will attend up to four (4) in-person meetings and presentations throughout the City's engagement. Phone conferences are not considered meetings for the purposes of this scope. Optional stakeholder and Council meetings may be requested by the City.

Provide a sample fee study report and discuss the type(s) of reports and related study information that is provided to the client.

A sample fee study report prepared for the City of Cudahy has been provided at the end of the proposal.

E. Fees

Provide your fees for the proposed services. Fee quotes should be detailed by service.

Willdan proposes a ***fixed fee of $65,520*** to conduct the Development Impact Fee Study Update on the City's behalf. The tables below provide a breakdown of the fee to complete each study by task and project team member.

Development Impact Fee Study Update

City of Irwindale

Development Impact Fee Study Update

Cost Proposal

		J. Edison Principal-in-Charge	C. Villarreal Project Manager	Total	
		$ 240	$ 210	Hours	Cost
Scope of Services					
Task 1:	Identify and Resolve Policy Issues	12.0	22.0	34.0	$ 7,500
Task 2:	Identify Existing Development and Future Growth	12.0	22.0	34.0	7,500
Task 3:	Determine Facility Standards	14.0	24.0	38.0	8,400
Task 4:	Determine Facilities Needs and Costs	16.0	26.0	42.0	9,300
Task 5:	Identify Funding and Financing Alternatives	16.0	24.0	40.0	8,880
Task 6:	Fee Comparison	14.0	22.0	36.0	7,980
Task 7:	Calculate Fees and Prepare Report	16.0	24.0	40.0	8,880
Task 8:	Meetings	12.0	20.0	32.0	7,080
Total – Development Impact Fee Study Update		**112.0**	**184.0**	**296.0**	**$ 65,520**

Notes:

Outline billing and payment expectations, including timing and method of payment.

- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- The cost of preparing the user fee study can be included in the resulting new fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the studies.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Hourly Rates

Describe any remaining fees not previously detailed in the above.

Additional services may be authorized in writing by the City and will be billed at our then current hourly consulting rates. Our current hourly rates are identified in the table below.

Willdan Hourly Rate Schedule		
Position	**Team Member**	**Hourly Rate**
Vice President - Director		$250
Managing Principal	James Edison	$240
Principal Consultant	Carlos Villarreal	$210
Senior Project Manager		$185
Project Manager		$165
Senior Project Analyst		$135
Senior Analyst		$125
Analyst II		$110
Analyst I		$100

F. Exceptions to Specifications

Although the specifications in the requirements section represent the City's anticipated needs, there may be instances in which it is in the City's best interest to permit exceptions to specifications and accept alternatives. It is extremely important that Firms make very clear where an exception is taken to the specifications and how alternatives will be provided. Therefore, exceptions, conditions, or qualifications to the provisions of the City's specifications must be clearly identified as such, together with the reasons, and inserted in this section of the proposal. If the Firm does not make it clear that an exception is taken, the City will assume the proposal is responding to and will meet the specification as written.

Willdan Financial Services hereby acknowledges the specifications within the City's RFP and has taken the information contained therein into full consideration in the formulation of this proposal, and therefore does not request any exceptions.

G. References

Please provide the name, contact person, and phone number of three existing clients, preferably local governments, whom we may contact for references. Indicate the length of time for the engagement.

Below are recent project descriptions, including client contact information, that are similar in nature to those requested by the City of Irwindale. We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to completing the projects within budget and agreed upon timelines. A list of our similar projects is included in *Section B – Qualifications and Experience of the Firm*.

City of Moreno Valley, CA
Development Impact Fee Study

Willdan was retained to perform a comprehensive update the City's impact fee program in 2020. The City's fee program included a variety of impact fee categories including: arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities. The nexus study justified fees that were significantly higher than the City's current fees, partially because the fees had not been comprehensively updated in some time. Willdan worked with City staff to recommend a phased approach to implementing the fees, so that the City could increase its fees on a regular schedule, so that developers could have certainty about what the fees would be in the near future

Upon completion of the comprehensive update, Willdan was retained again to create a fee to fund workforce development facilities and a public arts impact fee, which were both adopted by the City in late 2022.

Client Contact: Michael Lloyd, PE, Public Works Director
14177 Frederick Street, Moreno Valley, CA 92553
Tel #: (951) 413-3100 | Email: michaell@moval.org

Project Dates: 2020-2023

County of Riverside, CA
Development Impact Fee Study

Willdan assisted the County of Riverside with an update of its comprehensive impact fee program in 2014. The fee categories were broad and diverse including countywide facilities such as jail detention facilities and county parks and trails; unincorporated only facilities such as fire stations and libraries; and County planning area specific facilities including storm drain and traffic improvements. Other facilities needed to be differentiated between the Eastern and Western portions of the County due to separation by distance, as well as varying level of facilities by region.

The process was lengthy, involving significant efforts to inform staff of methodological differences between the Willdan methodology and the methodology of the previous consultant.

Willdan was again selected in October 2019, through competitive bid, to update the County's development impact fees for 2030 and is currently engaged in this effort.

Client Contact: Serena Chow, Administrative Services Manager II
4080 Lemon Street, Riverside, CA 92501
Tel #: (951) 955-6619 | Email: schow@rivcoeda.org

Project Dates: 2019-Current

City of Fillmore, CA
Development Impact Fee Update

The City of Fillmore charges a wide range of development impact fees to new development. The City sought to comprehensively update its impact fee program for potential changes in demographics, growth projections, project costs and facility standards. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs. Willdan developed a technically defensible fee justification based on the reasonable relationship and deferential review standards; provided a schedule of maximum-justified fees by land use category; engaged stakeholders to facilitate public support for the impact fee; and provided comprehensive documentation of all assumptions, methodologies, and results.

Client Contact: Kevin McSweeney, Planning and Community Development Director
250 Central Avenue, Fillmore, CA 93015
Tel #: (805) 834-1084 | Email: kmcsweeney@fillmore.ca.us

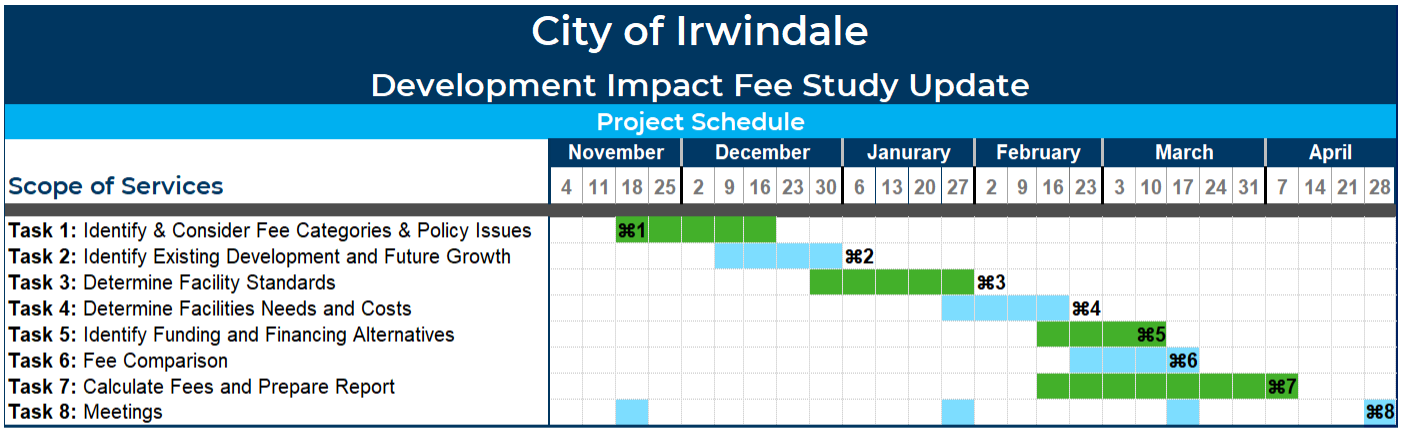
Project Dates: 2017-Current

H. Implementation Schedule

Include a detailed implementation schedule with an estimated project start date of November 18, 2024 and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

Willdan understands time is of the essence for the City to begin this engagement. These schedules can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedules. If that is the case, we will notify the City immediately of the possible impact on the schedule.

Development Impact Fee Study Update



Deliverables:

- **⌘1**: Information Request, Meeting Agenda, Revised Schedule, Summary of Policy Decisions
- **⌘2**: Development Growth Projections (table format)
- **⌘3**: Project List
- **⌘4**: Cost Estimates for Identified Facilities
- **⌘5**: Fee Comparison
- **⌘6**: Draft Fee Tables & Text
- **⌘7**: Administrative/Public Draft Report(s), Final Nexus Report, Slide Presentation
- **⌘8**: Meetings

I. Certificate(s) of Insurance

The City will require the successful prosper to provide Certificates of Insurance evidencing required coverage types and the minimum limits.

Willdan has reviewed the City's insurance requirements and will comply with the policy limits stated within. Provided below is a copy of our sample certificate of insurance for your review and consideration. .

ACORD

CERTIFICATE OF LIABILITY INSURANCE 11/9/2024

DATE (MM/DD/YYYY) 11/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers,LLC CA License #0B99399 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1505823 Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, CA 92590	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Fire Insurance Co of Hartford — 20478 INSURER B : Transportation Insurance Company — 20494 INSURER C : The Continental Insurance Company — 35289 INSURER D : American Casualty Company of Reading, PA — 20427 INSURER E : Allied World Surplus Lines Insurance Company — 24319 INSURER F :

COVERAGES WILLD01 **CERTIFICATE NUMBER:** 18324055 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Emp. Benefits Liab. X Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	7063481190	11/9/2023	11/9/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	7063481156	11/9/2023	11/9/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $ XXXXXXX
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	7063481173 (AOS) 7063481187 (CA)	11/9/2023 11/9/2023	11/9/2024 11/9/2024	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Arch&Eng Prof	N	N	0313-5950	11/9/2023	11/9/2024	Per Claim:$1,000,000 Aggregate:$2,000,000 SIR Applies per policy terms& conditions	

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DEVELOPMENT IMPACT FEE STUDY

FINAL

APRIL 7, 2021

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Executive Summary

This report summarizes an analysis of development impact fees needed to support future development in The City of Cudahy through buildout of the City's General Plan. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed on that development in the form of a development impact fee, also known as a public facilities fee. The public facilities and improvements included in this analysis are divided into the fee categories listed below:

- Traffic Facilities
- Parks and Recreation Facilities
- General Government Facilities
- Parking Facilities
- Art in Public Places

Background and Study Objectives

The primary policy objective of a development impact fee program is to ensure that new development pays the capital costs associated with growth. The primary purpose of this report is to calculate and present fees that will enable the City to expand its inventory of public facilities, as new development creates increases in service demands.

The City imposes public facilities fees under authority granted by the *Mitigation Fee Act (*the *Act)*, contained in *California Government Code* Sections 66000 *et seq*. This report provides the necessary findings required by the *Act* for adoption of the fees presented in the fee schedules contained herein.

All development impact fee-funded capital projects should be programmed through the City's Capital Improvement Plan (CIP). Using a CIP can help the City identify and direct its fee revenue to public facilities projects that will accommodate future growth. By programming fee revenues to specific capital projects, the City can help ensure a reasonable relationship between new development and the use of fee revenues as required by the *Mitigation Fee Act*.

Facility Standards and Costs

There are three approaches typically used to calculate facilities standards and allocate the costs of planned facilities to accommodate growth in compliance with the *Mitigation Fee Act* requirements.

The **existing inventory** approach is based on a facility standard derived from the City's existing level of facilities and existing demand for services. This approach results in no facility deficiencies attributable to existing development. This approach is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth will be identified through the City's annual capital improvement plan and budget process and/or completion of a new facility master plan. This approach is to calculate the parks and recreation fees and the general government facilities fees in this report.

The **planned facilities** approach allocates costs based on the ratio of planned facilities that serve new development to the increase in demand associated with new development. This approach is appropriate when specific planned facilities that only benefit new development can be identified, or when the specific share of facilities benefiting new development can be identified. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to

a previously undeveloped area. This approach is used to calculate the traffic facilities, art in public places and the parking in-lieu facilities fees in this report.

The **system plan** approach is based on a master facility plan in situations where the needed facilities serve both existing and new development. This approach allocates existing and planned facilities across existing and new development to determine new development's fair share of facility needs. This approach is used when it is not possible to differentiate the benefits of new facilities between new and existing development. Often the system plan is based on increasing facility standards, so the City must find non-impact fee revenue sources to fund existing development's fair share of planned facilities. This approach is not used in this report.

Use of Fee Revenues

The Mitigation Fee Act requires that this analysis "Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged."[1] Each chapter in this report identifies the appropriate use of impact fee revenues for each particular impact fee category.

Impact fee revenue must be spent on new facilities or expansion of current facilities to serve new development. Facilities can be generally defined as capital acquisition items with a useful life greater than five years. Impact fee revenue can be spent on capital facilities to serve new development, including but not limited to land acquisition, construction of buildings, infrastructure, the acquisition of vehicles or equipment, information technology, software licenses and equipment.

Development Impact Fee Schedule Summary

Table E.1 summarizes the development impact fees that meet the City's identified needs and comply with the requirements of the *Mitigation Fee Act*. The table shows fees for development projects that meet their parking requirements onsite. Projects that cannot meet onsite parking requirements can pay the parking in-lieu fee for each required offsite parking space.

1 *California Government Code* §66001 (a) (2).

Table E.1: Maximum Justified Impact Fee Summary

Land Use	Traffic Facilities	Parks and Recreation Facilities[1]	General Government Facilities	Total (Onsite Parking)[2]
Residential - Fee per Dwelling Unit				
Single Family	$ 2,037	$ 11,624	$ 1,395	$ 15,056
Multifamily	1,365	10,303	1,237	12,905
Nonresidential - Fee per 1,000 Sq. Ft.				
Commercial	$ 3,174	$ -	$ 196	$ 3,370
Office	3,174	-	233	3,407
Industrial	1,945	-	110	2,055

[1] Mitigation Fee Act fee shown. Quimby fees in lieu of parkland dedication only apply to development occurring in subdivisions. Quimby in-lieu fees are $37,884 per single family unit and $33,579 per multifamily unit.

[2] Assumes that development project provides parking onsite. Maximum justified fee of $29,170 in-lieu of providing one space onsite. Refer to City's municipal code parking standards for detailed parking requirements.

Sources: Tables 3.5, 4.9, 5.5.

Other Funding Needed

Impact fees may only fund the share of public facilities related to new development in Cudahy. They may not be used to fund the share of facility needs generated by existing development or by development outside of the City. As shown in **Table E.2,** approximately $14.6 million in additional funding will be needed to complete the facility projects the City currently plans to develop if fees are adopted at the maximum justified fee level. The “Additional Funding Required” column shows non-impact fee funding required to fund a share of the improvements partially funded by impact fees. Non-fee funding is needed because these facilities are needed partially to remedy existing deficiencies and partly to accommodate new development. To the extent that the City adopts fees that are lower than the maximum justified amount, the non-fee funding requirements may increase, depending on the fee category and methodology.

The City will need to develop alternative funding sources to fund existing development’s share of the planned facilities. Potential sources of revenue include but are not limited to existing or new general fund revenues, existing or new taxes, special assessments, and grants.

Table E.2: Additional Funding Required

Fee Category	Total Project Cost	Projected Impact Fee Revenue	Additional Funding Required
Traffic Facilities	$ 28,256,598	$ 13,670,799	$ 14,585,799
Parks and Recreation Facilities[1]	14,601,000	14,601,000	-
General Government Facilities	2,869,597	2,869,597	-
Total	$ 45,727,195	$ 31,141,396	$ 14,585,799

[1] Total project cost shown if no development occurs in subdivisions. Impact fees will fully fund new development's share of park and recreation facilities.

Sources: Tables 3.3, 4.6 and 5.4.

1. Introduction

This report presents an analysis of the need for public facilities to accommodate new development in the City of Cudahy. This chapter provides background for the study and explains the study approach under the following sections:

- Public Facilities Financing in California;
- Study Objectives;
- City of Cudahy Impact Fee Program;
- Fee Program Maintenance;
- Study Methodology; and
- Organization of the Report.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Three dominant trends stand out:

- The passage of a string of tax limitation measures, starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
- Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
- Unfunded state and federal mandates; and,
- Steep reductions in federal and state assistance.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing ratepayers and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees also known as public facilities fees. Assessments and special taxes require the approval of property owners and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit all development jurisdiction-wide. Development impact fees need only a majority vote of the legislative body for adoption.

Study Objectives

The primary policy objective of a public facilities fee program is to ensure that new development pays the capital costs associated with growth. The primary purpose of this report is to establish impact fees for Cudahy to ensure that growth pays its own way. The proposed fees will enable the City to expand its inventory of public facilities as new development leads to increases in service demands.

The City can impose public facilities fees under authority granted by the Mitigation Fee Act (the Act), contained in California Government Code Sections 66000 et seq. This report provides the necessary findings required by the Act for adoption of the fees presented in the fee schedules presented in this report.

Cudahy is nearly built out but anticipates some growth forecast through the buildout of the General Plan. While the magnitude of growth is small, the lack of available space to provide public facilities will present many challenges in accommodating even small increases in service population. This growth will create an increase in demand for public services and the facilities

required to deliver them. Given the revenue challenges described above, Cudahy has decided to use a development impact fee program to ensure that new development funds the share of facility costs associated with growth. This report makes use of the most current available growth forecasts and facility plans to create an impact fee program for the City to ensure that the fee program accurately represents the facility needs resulting from new development.

Fee Program Maintenance

Once a fee program has been adopted it must be properly maintained to ensure that the revenue collected adequately funds the facilities needed by new development. To avoid collecting inadequate revenue, the inventories of existing facilities and costs for planned facilities must be updated periodically for inflation, and the fees recalculated to reflect the higher costs. The use of established indices for each facility included in the inventories (land, buildings, and equipment), such as the *Engineering News-Record*, is necessary to accurately adjust the impact fees. For a list of recommended indices, see Chapter 8.

While fee updates using inflation indices are appropriate for annual or periodic updates to ensure that fee revenues keep up with increases in the costs of public facilities, it is recommended to conduct more extensive updates of the fee documentation and calculation (such as this study) when significant new data on growth forecasts and/or facility plans become available. For further detail on fee program implementation, see Chapter 8.

Study Methodology

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The six steps followed in this development impact fee study include:

1. **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
2. **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
3. **Determine facilities required to serve new development:** Estimate the total amount of planned facilities, and identify the share required to accommodate new development;
4. **Determine the cost of facilities required to serve new development:** Estimate the total amount and the share of the cost of planned facilities required to accommodate new development;
5. **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the development impact fee schedule; and
6. **Identify alternative funding requirements:** Determine if any non-fee funding is required to complete projects.

The key public policy issue in development impact fee studies is the identification of facility standards (step #2, above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Types of Facility Standards

There are three separate components of facility standards:

- *Demand standards* determine the amount of facilities required to accommodate growth, for example, park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicle volume-to-capacity (V/C) ratio used in traffic planning.

- *Design standards* determine how a facility should be designed to meet expected demand, for example, park improvement requirements and technology infrastructure for City office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates the cost of planned facilities built to satisfy the City's facility design standards.
- *Cost standards* are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. *Cost standards* are useful when demand standards were not explicitly developed for the facility planning process. *Cost standards* also enable different types of facilities to be analyzed based on a single measure (cost or value) and are useful when different facilities are funded by a single fee program. Examples include facility costs per capita, cost per vehicle trip, or cost per gallon of water per day.

New Development Facility Needs and Costs

Several approaches are used to identify facility needs and costs to serve new development. This is often a two-step process: (1) identify total facility needs, and (2) allocate to new development its fair share of those needs.

There are three common methods for determining new development's fair share of planned facilities costs: the **existing inventory method**, the **planned facilities method,** and the **system plan method**. The formula used by each approach and the advantages and disadvantages of each method is summarized below:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development will fund the expansion of facilities at the same standard currently serving existing development. The existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual capital improvement plan and budget process, possibly after completion of a new facility master plan. This approach is to calculate the parks and recreation fees and the general government facilities fees in this report.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when planned facilities will entirely serve new development, or when a fair share allocation of planned facilities to new development can be estimated. An example of the former is a Wastewater trunk line extension to a previously undeveloped area. An example of the latter is a portion of a roadway that has been identified as necessary to mitigate the impact from new development through traffic modeling analysis. Under this method new development will fund the expansion of facilities at the standards used in the applicable planning documents. This approach is used to calculate the traffic facilities, art in public places and parking in-lieu facilities fees in this report.

System Plan Method

This method calculates the fee based on the value of existing facilities plus the cost of planned facilities, divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities + Cost of Planned Facilities}}{\text{Existing + New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that together achieve the desired level of service.

The system plan method ensures that new development does not pay for existing deficiencies. Often facility standards based on policies such as those found in General Plans are higher than the existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities required to correct the deficiency to ensure that new development receives the level of service funded by the impact fee. This approach is not used in this report.

Organization of the Report

The determination of a public facilities fee begins with the selection of a planning horizon and development of growth projections for population and employment. These projections are used throughout the analysis of different facility categories and are summarized in Chapter 2.

Chapters 3 through 7 identify facility standards and planned facilities, allocate the cost of planned facilities between new development and other development, and identify the appropriate development impact fee for the following facility categories:

- Traffic Facilities
- Parks and Recreation Facilities
- General Government Facilities
- Parking Facilities In-Lieu Fee
- Art in Public Places

Chapter 8 details the procedures that the City must follow when implementing a development impact fee program. Impact fee program adoption procedures are found in *California Government Code* Sections 66016 through 66018.

The five statutory findings required for adoption of the proposed public facilities fees in accordance with the Mitigation Fee Act are documented in Chapter 9.

2. Growth Forecasts

Growth projections are used as indicators of demand to determine facility needs and allocate those needs between existing and new development. This chapter explains the source for the growth projections used in this study based on a 2020 base year and a planning horizon of buildout of the City's General Plan.

Estimates of existing development and projections of future growth are critical assumptions used throughout this report. These estimates are used as follows:

- The estimate of existing development in 2020 is used as an indicator of existing facility demand and to determine existing facility standards.
- The estimate of total development at buildout of the General Plan is used as an indicator of future demand to determine total facilities needed to accommodate growth and remedy existing facility deficiencies, if any.
- Estimates of growth from 2020 through buildout are used to (1) allocate facility costs between new development and existing development, and (2) estimate total fee revenues.

The demand for public facilities is based on the service population, dwelling units or nonresidential development creating the need for the facilities.

Land Use Types

To ensure a reasonable relationship between each fee and the type of development paying the fee, growth projections distinguish between different land use types. The land use types that impact fees have been calculated for are defined below.

- **Single family:** Detached and attached one-unit dwellings.
- **Multifamily:** All attached multifamily dwellings including duplexes and condominiums.
- **Commercial:** All commercial, retail, educational, and hotel/motel development.
- **Office:** All general, professional, and medical office development.
- **Industrial:** All warehouse, manufacturing, and other industrial development.

Some developments may include more than one land use type, such as a mixed-use development with both multifamily and commercial uses. Another similar situation would be a warehousing facility that contains office space. In those cases, the facilities fee would be calculated separately for each land use type included within the building.

The City has the discretion to determine which land use type best reflects a development project's characteristics for purposes of imposing an impact fee and may adjust fees for special or unique uses to reflect the impact characteristics of the use.

Existing and Future Development

Table 2.1 shows the estimated number of residents, dwelling units, employees, and building square feet in Cudahy, both in 2020 and at buildout of the City's General Plan. The base year estimates of residents and dwelling units comes from the California Department of Finance. The future dwelling unit projection total is based on the increase in dwelling units from the City's General Plan and assumes that the proportion of single family to multifamily units will remain constant through buildout. The projection of residents at buildout also comes from the City's General Plan.

Estimates of existing and projected building square footage come from the City's General Plan "Realistic Buildout" Scenario in General Plan Table LU 4.

Estimates of base year employees come from the U.S. Census Bureau, LEHD Origin-Destination Employment Statistics, OnTheMap Application. Future employees are estimated based on the increase in nonresidential building square footage and assume the same ratio of commercial to office to industrial employees as currently exists in the City.

Table 2.1: Citywide Demographic Assumptions

	2020	Buildout	Increase
Residents[1]	24,164	30,607	6,443
Dwelling Units[2]			
Single Family	3,460	4,323	863
Multifamily	2,320	2,899	579
Total	5,780	7,222	1,442
Building Square Feet (000s)[3]	1,283	5,173	3,890
Employment[4]			
Commercial	1,105	4,455	3,350
Office	1,318	5,314	3,996
Industrial	539	2,174	1,635
Total	2,962	11,943	8,981

[1] Current population from California Department of Finance (DOF). Projection total for buildout from General Plan, Table LU 4.
[2] Current values from DOF. Total dwelling units at buildout is from the General Plan, Table LU 4.
[3] Estimates of existing and projected building square footage from the City's General Plan "Realistic Buildout" Scenario in Table LU 4.
[4] Base year from US Census OnTheMap Application and excludes local government workers. Total at buildout based on increasing total workers proportional to increase in projected building square footage from General Plan. Allocation to land uses at buildout based on current proportions.

Sources: Cudahy 2040, General Plan, 2017; California Department of Finance (DOF), Table E-5, 2020; U.S. Census Bureau, OnTheMap Application, http://onthemap.ces.census.gov, Willdan Financial Services.

Occupant Densities

All fees in this report are calculated based on dwelling units or building square feet. Occupant density assumptions ensure a reasonable relationship between the size of a development project, the increase in service population associated with the project, and the amount of the fee.

Occupant densities (residents per dwelling unit or workers per building square foot) are the most appropriate characteristics to use for most impact fees. The fee imposed should be based on the land use type that most closely represents the probable occupant density of the development.

The average occupant density factors used in this report are shown in **Table 2.2**. The residential density factors are based on data for Cudahy from the 2018 U.S. Census' American Community Survey, the most recent data available.

The nonresidential occupancy factors are based on occupancy factors found in the *Employment Density Study Summary Report*, prepared for the Southern California Association of Governments by The Natelson Company. Though not specific to Cudahy, the Natelson study covered employment density over a wide array of land use and development types, making it reasonable to apply these factors to other areas. The specific factors used in this report are specific to Los Angeles County.

Table 2.2: Occupant Density

Residential		
Single Family	4.40	Residents Per Dwelling Unit
Multifamily	3.90	Residents Per Dwelling Unit
Nonresidential		
Commercial	2.00	Employees per 1,000 square feet
Office	2.37	Employees per 1,000 square feet
Industrial	1.12	Employees per 1,000 square feet

Sources: U.S. Census Bureau, 2018 American Community Survey 5-Year Estimates, Tables B25024 and B25033; The Natelson Company, Inc., Employment Density Study Summary Report, prepared for the Southern California Association of Governments, October 31, 2001, Los Angeles County data; Willdan Financial Services.

3. Traffic Facilities

This chapter summarizes an analysis of the need for transportation improvements, including intersection improvements, sidewalks, and roadway, to accommodate new development. The chapter documents a reasonable relationship between new development and the impact fee for funding of these facilities.

Trip Demand

The need for transportation facilities is based on the trip demand placed on the system by development. A reasonable measure of demand is the number of PM peak hour vehicle trips, adjusted for the type of trip. Vehicle trip generation rates are a reasonable measure of demand on the City's system of street improvements across all modes because alternate modes (transit, bicycle, pedestrian) often substitute for vehicle trips.

The two types of trips adjustments made to trip generation rates to calculate trip demand are described below:

- Pass-by trips are deducted from the trip generation rate. Pass-by trips are intermediates stops between an origin and a final destination that require no diversion from the route, such as stopping to get gas on the way to work.
- The trip generation rate is adjusted by the average length of trips for a specific land use category compared to the average length of all trips on the street system.

These adjustments allow for a holistic quantification of trip demand that takes trip purpose and length into account for fee calculation purposes.

Table 5.1 shows the calculation of trip demand factors by land use category based on the adjustments described above. Data is based on extensive and detailed trip surveys conducted in the San Diego region by the San Diego Association of Governments. It is reasonable to assume that traffic generation patterns are similar between the San Diego region and the Los Angeles region. The surveys provide one of the most comprehensive databases available of trip generation rates, pass-by trips factors, and average trip length for a wide range of land uses. It should be noted that the projections of current and future trip generation in this report are based on data specific to the City of Cudahy.

Table 3.1: Trip Rate Adjustment Factors

	Primary Trips[1]	Diverted Trips[1]	Total Excluding Pass-by[1]	Average Trip Length[2]	Adjust-ment Factor[3]	ITE Category	PM Peak Hour Trips[4]	Trip Demand Factor[5]
	A	*B*	*C = A + B*	D	*E = C x D*		*F*	*G = E x F*
Residential								
Single Family	86%	11%	97%	7.9	1.11	Single Family Housing (210)	1.00	1.11
Multifamily	86%	11%	97%	7.9	1.11	Apartment (220)	0.67	0.74
Nonresidential - per Employee								
Commercial	47%	31%	78%	3.6	0.41	Shopping Center (820)	1.89	0.77
Office	77%	19%	96%	8.8	1.22	General Office (710)	0.45	0.55
Industrial	79%	19%	98%	9.0	1.28	General Light Industrial (110)	0.68	0.87
Nonresidential - per 1,000 Sq. Ft.								
Commercial	47%	31%	78%	3.6	0.41	Shopping Center (820)	4.21	1.73
Office	77%	19%	96%	8.8	1.22	General Office (710)	1.42	1.73
Industrial	79%	19%	98%	9.0	1.28	General Light Industrial (110)	0.83	1.06

[1] Percent of total trips. Primary trips are trips with no midway stops, or "links". Diverted trips are linked trips whose distance adds at least one mile to the primary trip. Pass-by trips are links that do not add more than one mile to the total trip. Based on SANDAG data.

[2] In miles. Based on SANDAG data.

[3] The trip adjustment factor equals the percent of non-pass-by trips multiplied by the average trip length and divided by the systemwide average trip length of 6.9 miles.

[4] Trips per dwelling unit or per 1,000 building square feet.

[5] The trip demand factor is the product of the trip adjustment factor and the trip rate.

Sources: San Diego Association of Governments, Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region, April 2002; Institute of Traffic Engineers, Trip Generation, 10th Edition; Willdan Financial Services.

Trip Growth

The planning horizon for this analysis is buildout. **Table 3.2** lists the 2020 and buildout land use assumptions used in this study. The trip demand factors calculated in Table 3.1 are multiplied by the existing and future dwelling units and employment to determine the increase in trips caused by new development.

Table 3.2: Citywide Land Use Scenario and Total Trips

	Trip	2020		Growth 2020 to Buildout		Total - Buildout	
Residential	Demand Factor	Units / Employees	Trips	Units / Employees	Trips	Units / Employees	Trips
Residential - Dwelling Units							
Single Family	1.11	3,460	3,841	863	958	4,323	4,799
Multifamily	0.74	2,320	1,725	579	431	2,899	2,156
Subtotal		5,780	5,566	1,442	1,389	7,222	6,955
Nonesidential - Employees							
Commercial	0.77	1,105	856	3,350	2,596	4,455	3,452
Office	0.55	1,318	724	3,996	2,193	5,314	2,917
Industrial	0.87	539	469	1,635	1,423	2,174	1,892
Subtotal		2,962	2,049	8,981	6,212	11,943	8,261
Total			7,615		7,601		15,216
			50.0%		50.0%		100%

Sources: Tables 2.1 and 3.1.

Planned Facilities

Table 3.3 summarizes the City's planned transportation projects from its Capital Improvement Program. The table also allocates a share of each project to the impact fee program. The allocation of 50-percent project responsibility is based on new development's share of total trips at the planning horizon, as shown in Table 3.2. Projects that do not expand capacity are not allocated to the fee program. In total, the City identified $28.3 million of transportation projects, of which $13.7 million has been allocated to new development through this impact fee.

Table 3.3: Transportation Project Costs and Allocation to New Development

	Total Project Cost	Allocation to New Development	Cost Allocated to New Development
Wilcox Avenue Complete Streets and Safe Routes to School (SRTS) Project	$ 1,344,000	50%	$ 672,000
Cecilia St., Ardine St., Patata St., and Atlantic Ave., Street Improvement Project	915,000	0%	-
Clara Bridge Improvement Project – Phase I	363,500	50%	181,750
Salt Lake Avenue Pedestrian Safety Enhancement Project	396,500	50%	198,250
Cudahy Citywide Complete Streets Improvement Project (Atlantic Ave Improvements)	3,237,598	50%	1,618,799
West Santa Ana Branch (Eco-Rapid) Light Rail project	22,000,000	50%	11,000,000
Total	$ 28,256,598		$ 13,670,799

Sources: City of Cudahy Capital Improvement Projects Upcoming Projects for FY 2019/20 to FY 2021/22; City of Cudahy; Willdan Financial Services.

Cost Per Trip

Every impact fee consists of a dollar amount, or the cost of projects that can be funded by a fee, divided by a measure of development. In this case, all fees are first calculated as a cost per trip demand unit. Then these amounts are translated into housing unit (cost per dwelling unit) and nonresidential building space (cost per 1,000 building square feet) by multiplying the cost per trip by the trip generation rate for each land use category. These amounts become the fee schedule.

Table 3.5 calculates the cost the cost per trip demand unit by dividing the costs allocated to new development from Table 3.3 by the growth in trip demand from Table 3.2.

Table 3.4: Cost per Trip

Costs Allocated to New Development	$	13,670,799
Growth in Trips		7,601
Cost per Trip	$	1,799

Sources: Tables 3.2 and 3.3.

Fee Schedule

Table 3.5 shows the maximum justified traffic facilities fee schedule. The maximum justified fees are based on the cost per trip shown in Table 3.4. The cost per trip is multiplied by the trip demand factors in Table 3.1 to determine a fee per unit of new development. The total fee includes a two-percent (2%) administrative charge to fund costs that include: a standard overhead charge applied to all City programs for legal, accounting, and other departmental and administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

In Willdan's experience with impact fee programs, two percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 3.5: Traffic Facilities Impact Fee Schedule

Land Use	A Cost Per Trip	B PM Peak Hour Trip Rate	C = A x B Base Fee[1]	D = C x 0.02 Admin Charge[1, 2]	E = C + D Total Fee[1]	E / 1,000 Fee per Sq. Ft.
Residential - per Dwelling Unit						
Single Family	$ 1,799	1.11	$ 1,997	$ 40	$ 2,037	
Multifamily	1,799	0.74	1,338	27	1,365	
Nonresidential - per Building Square Feet						
Commercial	$ 1,799	1.73	$ 3,112	$ 62	$ 3,174	$ 3.17
Office	1,799	1.73	3,112	62	3,174	3.17
Industrial	1,799	1.06	1,907	38	1,945	1.95

[1] Fee per dwelling unit, per 1,000 square feet of nonresidential.

[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 3.1 and 3.5; Willdan Financial Services.

4. Parks and Recreation Facilities

The purpose of the parks and recreation facilities impact fee is to fund the park facilities needed to serve new development. The maximum justified impact fee is presented based on the existing plan standard of and park and recreation facilities per capita.

The following chapter documents the nexus analysis, demonstrating the need for new parks, recreation, and community center facilities demanded by new development.

Service Population

Table 4.1 shows the existing and future projected service population for park facilities from 2020 through the planning horizon of buildout. Population growth is projected using the demographic assumptions in Table 2.1.

Table 4.1: Park and Recreation Facilities Service Population

	Residents
Existing (2020)	24,164
Growth (2020 to Buildout)	6,443
Total (Buildout)	30,607

Source: Table 2.1.

Existing Parkland and Park Facilities Inventory

The City of Cudahy maintains several parks and recreation facilities throughout the city. **Table 4.2** summarizes the City's existing parkland inventory in 2020. All facilities are owned by the City, or the City has a joint use agreement for their use. In total, the inventory includes a total of 16.77 acres of parkland.

Table 4.2: Park Land Inventory

Name	Developed Acres
Cudahy Park	7.74
Clara Street Park	4.08
Clara Street Park Expansion	0.71
Lugo Park	4.24
River Road Pocket Park	0.25
Total - Parkland	16.77

Source: City of Cudahy.

Table 4.3 summarizes the City's inventory of park buildings and special facilities. The total value of these facilities is divided by the total developed park acres to determine the value of existing park buildings per acre.

Table 4.3: Park Building and Special Use Facilities Inventory

	Inventory	Units	Unit Cost	Replacement Cost
Bedwell Hall	7,446	Sq. Ft.	266	$ 1,978,809
Clara Street Park	25,448	Sq. Ft.	173	4,397,347
Lugo Park Community Center	15,228	Sq. Ft.	101	1,542,096
	48,122			$ 7,918,252
Total Park Acres				16.77
Building and Special Use Facilities Cost per Acre				$ 472,074

Sources: City of Cudahy; Table 4.2, Willdan Financial Services.

Parkland and Park Facilities Unit Costs

Table 4.4 displays the unit costs necessary to develop parkland in Cudahy. The buildings and special use facilities cost per acre from Table 4.3 is added to the cost of an acre of standard park improvements to determine the total improvement cost per acre. A value of $2.5 million per acre for land is based on data regarding recent sales of land in the City, as reported by CoStar, and several appraisals that the City recently commissioned. The land value per acre is also consistent with other land value assumptions used in this report. In total, this analysis assumes that it costs $3.8 million to acquire and develop an acre of parkland in Cudahy.

Table 4.4: Park Facilities Unit Costs

	Cost Per Acre	Share of Total Costs
Improvements		
Standard Park Improvements[1]	$ 748,000	
Building and Special Use Facilities	472,074	
Subtotal	$1,220,074	33%
Land Acquisition	$2,533,000	67%
Total Cost per Acre	$3,753,074	100%

[1] Improvement costs are estimated at $748,000 per acre for site improvements (curbs, gutters, water, sewer, and electrical access), plus basic park and school field amenities such as basketball or tennis court, parking, tot lot, irrigation, turf, open green space, pedestrian paths, and picnic tables. Excludes special use facilities such as recreation centers, structures and pools.

Sources: San Diego County Parks and Recreation: Prototypical Park Cost Estimate; Table 4.3, Willdan Financial Services.

Parkland and Park Facility Standards

Park facility standards establish a reasonable relationship between new development and the need for expanded parkland and park facilities. Information regarding the City's existing inventory of existing parks facilities was obtained from City staff.

The most common measure in calculating new development's demand for parks is the ratio of park acres per resident. In general, facility standards may be based on the Mitigation Fee Act (using a city's existing inventory of parkland and park facilities), or an adopted policy standard contained in a master facility plan or general plan. Facility standards may also be based on a land dedication standard established by the Quimby Act.[2] In this case, the City will use the Mitigation Fee Act to impose park impact fees for development not occurring in subdivisions and will use the Quimby Act for development occurring in subdivisions.

Mitigation Fee Act

The Mitigation Fee Act does not dictate use of a particular type or level of facility standard for public facilities fees. To comply with the findings required under the law, facility standards must not burden new development with any cost associated with facility deficiencies attributable to existing development.[3] A simple and clearly defensible approach to calculating a facility standard is to use the City's existing ratio of park acreage per 1,000 residents. Under this approach, new development is required to fund new parkland and park facilities at the same level as existing residents have provided those same types of facilities to date.

[2] *California Government Code* §66477.

[3] See the *Benefit* and *Burden* findings in *Background Report*.

Quimby Act

The Quimby Act specifies that the dedication requirement must be a minimum of 3.0 acres and a maximum of 5.0 acres per 1,000 residents. A jurisdiction can require residential developers to dedicate above the three-acre minimum if the jurisdiction's existing park standard at the time it adopted its Quimby Act ordinance justifies the higher level (up to five acres per 1,000 residents). The standard used must also conform to the jurisdiction's adopted general or specific plan standards.

The Quimby Act only applies to land subdivisions. The Quimby Act would not apply to residential development on future approved projects on single parcels, such as apartment complexes and other multifamily development.

The Quimby Act allows payment of a fee in lieu of land dedication. The fee is calculated to fund acquisition of the same amount of land that would have been dedicated.

The Quimby Act allows use of in-lieu fee revenue for any park or recreation facility purpose. Allowable uses of this revenue include land acquisition, park improvements including recreation facilities, and rehabilitation of existing park and recreation facilities.

City of Cudahy Parkland and Park Facilities Standards

Table 4.5 shows the existing standard for improved park acreage per 1,000 residents based on the type of parkland. In total the City has an existing parkland standard of 0.69 acres per 1,000 residents, which allows the City to charge at 3.0 acres per 1,000 residents under the Quimby Act. For development not subject to the Quimby Act, the fee analysis in this report will be based on maintaining a 0.69 acre per 1,000 service population standard as new development adds demand for parks in Cudahy.

Table 4.5: Parkland Standards

Developed Park Acreage	16.77
Service Population (2020)	24,164
Existing Standard (Acres per 1,000 Residents)	0.69
Quimby Act Standard (Acres per 1,000 Residents)	3.00

Sources: Tables 4.1 and 4.2.

Facilities Needed to Accommodate New Development

Table 4.6 shows the park facilities needed to accommodate new development at the existing standard and the Quimby standard, respectively. To achieve the standard by the planning horizon, depending on the amount of development subject to the Quimby Act, new development must fund the purchase and improvement of between 4.45 and 19.33 parkland acres, at a total cost ranging between $14.6 million and $52.3 million.

The facility standards and resulting fees under the Quimby Act are higher, because development will be charged to provide 3.0 acres of parkland per 1,000 residents, and 0.69 acres of improvements, whereas development not subject to the Quimby Act will be charged to provide only 0.69 acres of parkland per 1,000 service population, and 0.69 acres of improvements.

Table 4.6: Park Facilities to Accommodate New Development

	Calculation	Parkland	Improvements	Total Range[1]
Parkland (Quimby Act), Improvements (Mitigation Fee Act)[2]				
Facility Standard (acres/1,000 capita)	*A*	3.00	0.69	
Service Population Growth (2020 to Buildout)	*B*	6,443	6,443	
Facility Needs (acres)	*C = A x B/1000*	19.33	4.45	
Average Unit Cost (per acre)	*D*	$ 2,533,000	$ 748,000	
Total Cost of Facilities	*E = C x D*	$ 48,963,000	$ 3,329,000	$ 52,292,000
Parkland and Improvements - Mitigation Fee Act[3]				
Facility Standard (acres/1,000 capita)	*A*	0.69	0.69	
Service Population Growth (2020 to Buildout)	*B*	6,443	6,443	
Facility Needs (acres)	*C = A x B/1000*	4.45	4.45	
Average Unit Cost (per acre)	*D*	$ 2,533,000	$ 748,000	
Total Cost of Facilities	*E = C x D*	$ 11,272,000	$ 3,329,000	$ 14,601,000

Note: Totals have been rounded to the thousands.

[1] Values in this column show the range of the cost of parkland acquisition and development should all development be either subject to the Quimby Act, or to the Mitigation Fee Act, respectively.

[2] Cost of parkland to serve new development shown if all development is subject to the Quimby Act (Subdivisions of 50 units or more). Parkland charged at 3.0 acres per 1,000 residents; improvements charged at the existing standard.

[3] Cost of parkland to serve new development shown if all development is subject to the Mitigation Fee Act. Parkland and improvements are charged at the existing standard.

Sources: Tables 4.1, 4.3, and 4.5.

Parks Cost per Capita

Table 4.7 shows the cost per capita of providing new parkland and park facilities at the existing facility standard, and at the Quimby standard. The cost per capita is shown separately for land and improvements. The cost per capita is shown separately for land and improvements. The costs per capita in this table will serve as the basis of three fees:

- A Quimby Act Fee in-lieu of land dedication. This fee is payable by residential development occurring in subdivisions. A Mitigation Fee Act Fee for land acquisition. This fee is payable by residential development not occurring in subdivisions.
- A Mitigation Fee Act Fee for parkland improvements. This fee is payable by all residential development.

A development project pays either the Quimby Act Fee in-lieu of land dedication, or the Mitigation Fee Act Fee for land acquisition, not both. All development projects pay the Mitigation Fee Act Fee for park improvements.

Table 4.7: Park Facilities Investment Per Capita

		Land			Improvements
	Calculation	Quimby Fee	OR	Impact Fee	AND Impact Fee
Parkland Investment (per acre)	*A*	$ 2,533,000		$ 2,533,000	$ 1,220,074
Existing Standard (acres per 1,000 capita)	*B*	3.00		0.69	0.69
Total Cost Per 1,000 capita	*C = A x B*	$ 7,599,000		$ 1,747,800	$ 841,900
Cost Per Resident	*D = C / 1,000*	$ 7,599		$ 1,748	$ 842

Sources: Tables 4.4 and 4.5.

Use of Fee Revenue

The City plans to use parkland and park facilities fee revenue to purchase parkland or construct improvements to add to the system of park facilities that serves new development. The City may only use impact fee revenue to provide facilities and intensify usage of existing facilities needed to serve new development.

Fee Schedule

In order to calculate fees by land use type, the investment in park facilities is determined on a per resident basis for both land acquisition and improvement. These investment factors (shown in Table 4.7) are investment per capita based on the unit cost estimates and facility standards.

Tables 4.8 and **4.9** show the park facilities fee based on the minimum Quimby standard and the existing standard, respectively. The City would collect the fee based on only one of the two approaches as appropriate. Each fee includes a component for park improvements based on the City's existing standard. The investment per capita is converted to a fee per dwelling unit.

The total fee includes an administrative charge to fund costs that include: (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Table 4.8: Park Facilities Impact Fee Schedule - Quimby

Land Use	A Cost Per Capita	B Density	C = A x B Base Fee	D = C x 0.02 Admin Charge[1]	E = C + D Total Fee
Single Family					
Parkland	$ 7,599	4.40	$ 33,436	$ 669	$ 34,105
Improvements	842	4.40	3,705	74	3,779
Total	$ 8,441		$ 37,141	$ 743	$ 37,884
Multifamily					
Parkland	$ 7,599	3.90	$ 29,636	$ 593	$ 30,229
Improvements	842	3.90	3,284	66	3,350
Total	$ 8,441		$ 32,920	$ 659	$ 33,579

[1] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2.2 and 4.7; Willdan Financial Services.

Table 4.9: Park Facilities Impact Fee Schedule - Mitigation Fee Act

Land Use	A Cost Per Capita	B Density	C = A x B Base Fee	D = C x 0.02 Admin Charge[1]	E = C + D Total Fee
Single Family					
Parkland	$ 1,748	4.40	$ 7,691	$ 154	$ 7,845
Improvements	842	4.40	3,705	74	3,779
Total	$ 2,590		$ 11,396	$ 228	$ 11,624
Multifamily					
Parkland	$ 1,748	3.90	$ 6,817	$ 136	$ 6,953
Improvements	842	3.90	3,284	66	3,350
Total	$ 2,590		$ 10,101	$ 202	$ 10,303

[1] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2.2 and 4.7; Willdan Financial Services.

5. General Government Facilities

The purpose of this fee is to ensure that new development funds its fair share of general government facilities. A fee schedule is presented based on the existing facilities standard of general government facilities in the City of Cudahy to ensure that new development provides adequate funding to meet its needs.

Service Population

General government facilities serve both residents and businesses. Therefore, demand for services and associated facilities are based on the City's service population including residents and workers.

Table 5.1 shows the existing and future projected service population for general government facilities. While specific data is not available to estimate the actual ratio of demand per resident to demand by businesses (per worker) for this service, it is reasonable to assume that demand for these services is less for one employee compared to one resident, because nonresidential buildings are typically occupied less intensively than dwelling units. The 0.31-weighting factor for workers is based on a 40-hour workweek divided by the total number of non-work hours in a week (128) and reflects the degree to which nonresidential development yields a lesser demand for general government facilities.

Table 5.1: General Government Facilities Service Population

	A Persons	*B* Weighting Factor	*A x B = C* Service Population
Residents			
Existing (2020)	24,164	1.00	24,164
New Development	6,443	1.00	6,443
Total (Buildout)	30,607		30,607
Workers			
Existing (2020)	2,962	0.31	918
New Development	8,981	0.31	2,784
Total (Buildout)	11,943		3,702
Combined Residents and Weighted Workers			
Existing (2020)			25,082
New Development			9,227
Total (Buildout)			34,309

[1] Workers are weighted at 0.31 of residents based on a 40 hour work week out of a possible 128 non-work hours in a week (40/128 = 0.31)

Sources: Table 2.1; Willdan Financial Services.

Existing Facility Inventory

This study uses the existing standard methodology to calculate fees for general government facilities. The general government inventory is comprised of City Hall, the City's Maintenance Yard and the Emergency Operations Center. The land acquisition cost estimate is based on an analysis of sales of land within Cudahy since May 2018, as reported by CoStar and several appraisals that the City recently commissioned. The assumed value of each building is based on information from the City's insurance documents.

Table 5.2: Existing General Government Facilities

	Inventory	Units	Unit Cost	Replacement Cost
City Hall				
Land	0.60	acres	$2,533,000	$ 1,529,000
Building	10,600	sq. ft.	442	4,682,072
Subtotal				$ 6,211,072
Maintenance Yard	5,150	sq. ft.	$ 101	$ 521,526
EOC	974	sq. ft.	101	98,634
				$ 620,160
Vehicles and Equipment				
Computer Network System				$ 112,700
Vehicles				854,500
Subtotal				$ 967,200
Total Value - Existing Facilities				$ 7,798,432

Sources: City of Cudahy; Willdan Financial Services.

Facility Standard

Table 5.3 shows the existing per capita investment in general government facilities. This value is calculated by dividing cost of existing facilities by the existing service population. The value per capita is multiplied by the worker weighting factor of 0.31 to determine the value per worker.

Table 5.3: General Government Facilities Existing Standard

Value of Existing Facilities	$	7,798,432
Existing Service Population		25,082
Cost per Capita	$	311
Facility Standard per Resident	$	311
Facility Standard per Worker[1]		96

[1] Based on a weighing factor of 0.31.

Sources: Tables 5.1 and 5.2.

Fee Revenue Projection

The City plans to use general government facilities fee revenue to construct improvements to add to the system of general government facilities to serve new development. **Table 5.4** details a projection of fee revenue, based on the service population growth increment identified in Table 5.1.

Table 5.4: Revenue Projection - Existing Standard

Cost per Capita	$	311
Growth in Service Population (2020 to Buildout)		9,227
Projected Fee Revenue	$	2,869,597

Sources: Tables 5.1 and 5.3.

Fee Schedule

Table 5.5 shows the maximum justified general government fee schedule. The City can adopt any fee up to this amount. The cost per capita is converted to a fee per unit of new development based on dwelling unit and employment densities (persons per dwelling unit or employees per 1,000 square feet of nonresidential building space). The total fee includes a two-percent (2.0%) administrative charge to fund costs that include: a standard overhead charge applied to City programs for legal, accounting, and other departmental and administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting and mandated public reporting.

In Willdan's experience with impact fee programs, two percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 5.5: General Government Facilities Fee - Existing Standard

Land Use	A Cost Per Capita	B Density	C = A x B Base Fee[1]	D = C x 0.02 Admin Charge[1, 2]	E = C + D Total Fee[1]	F = E / 1,000 Fee per Sq. Ft.
Residential - per Dwelling Unit						
Single Family	$ 311	4.40	$ 1,368	$ 27	$ 1,395	
Multifamily	311	3.90	1,213	24	1,237	
Nonresidential - per 1,000 Sq. Ft.						
Commercial	$ 96	2.00	$ 192	$ 4	$ 196	$ 0.20
Office	96	2.37	228	5	233	0.23
Industrial	96	1.12	108	2	110	0.11

[1] Fee per dwelling unit or per 1,000 square feet of nonresidential.

[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 2.2 and 5.3.

6. Parking Facilities In-Lieu Fee

The purpose of the parking in-lieu fee is to provide developers with an option to pay an established fee rather than provide the parking spaces onsite required by the Cudahy Municipal Code zoning requirements. The cost of planned facilities to accommodate the parking spaces otherwise required on site as part of projects determines the maximum justified Parking In-Lieu Fee. This chapter presents the nexus analysis, showing the need and projected cost of parking facilities to maintain the overall parking availability in Cudahy in accordance with the zoning requirements.

Parking Requirements

Table 6.1 shows the City of Cudahy parking requirements for residential and nonresidential development. Refer to the City's Municipal Code, section 20.80.110 for the full requirements as specific by the municipal code.

Table 6.1: Parking Requirements

	Required Parking Spaces per Unit[1]
Dwelling Units	
Single Family	2.0
Multifamily	2.5
Total	
Building Square Feet (000s)	
Commercial	5.0
Office	4.0
Industrial	2.5
Total	

[1]Cudahy Municipal Code requires one space per 200 square feet of Commercial ("Business, General"), per 250 square feet of office, or per 400 square feet of industrial. Refer to Municipal Code section 20.80.110 for full list of requirements.

Source: City of Cudahy Municipal Code Section 20.80.110.

Parking Facilities Unit Costs

Table 6.2 details the unit cost per parking space to develop multistory above ground parking structures in Cudahy. The municipal code mandated parking space of nine by twenty feet (9' x 19') requires one hundred and seventy one square feet (171 square feet) of floor space and additional ninety square feet (90 square feet) of space for entries, exits, ramps and circulation. A prototypical four-story parking garage requires sixty-five square feet (65 square feet) of land per parking space. Table 6.2 calculates typical construction cost in Los Angeles County for a multistory parking garage and land acquisition cost in the City of Cudahy to determine a facility unit cost per city parking space of $28,598.

Table 6.2: Parking Facility Unit Costs

	Parking Space[1]	Unit Cost per Sq. Ft.[2]	Total Cost Per Space
Aboveground Parking Facility[3]			
Construction	261 Sq. ft.	$ 95	$ 24,804
Land	65 Sq. ft.	58	3,794
Total			$ 28,598

[1] Cudahy Municipal Code requires 171 sqft (9' x 19') for standard parking spaces. Circulation and entry/exit assumes 90 square feet per space, total 261 square feet.
[2] Comparable facility cost 2014, building construction inflation adjusted to 2019.
[3] Prototypical 4 story parking structure, larger or smaller structure would change ratio of parking spaces to land use.

Sources: City of Cudahy Municipal Code Section 20.80.030; UCLA: Parking: Issues and Policies Transport and Sustainability, Volume 5, 2014; Willdan Financial Services.

Use of Fee Revenue

The City plans to use parking in lieu fee revenue to purchase land and construct improvements to add to parking space inventory. The City may only use parking in lieu fee revenue to provide facilities and intensify usage of existing facilities needed to serve new development.

Fee Schedule

Table 6.3 shows the maximum justified parking in-lieu fee schedule per required parking space. The maximum justified fees are based on the cost per parking space shown in Table 6.2. The cost per space can be used to determine the fee for projects that meet a fraction of the on-site parking space requirement. The total fee includes a two percent (2%) administrative charge to fund costs that include: a standard overhead charge applied to all City programs for legal, accounting, and other departmental and administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

In Willdan's experience with impact fee programs, two percent of the base fee adequately covers the cost of fee program administration. The administrative charge should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Table 6.3: Maximum Justified Parking In Lieu Fee Schedule

	C = A x B	*D = C x 0.02*	*E = C + D*
	Base Fee[1]	**Admin Charge[1, 2]**	**Total Fee[1]**
Cost per Space	$28,598	$ 572	$ 29,170

[1] Fee in lieu of providing a parking space onsite. Cudahy Municipal Code requires one space per 200 square feet of Commercial ("Business, General"), per 250 square feet of office, or per 400 square feet of industrial. Refer to Municipal Code section 20.80.110 for full list of requirements.

[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

Sources: Tables 6.1 and 6.2; Willdan Financial Services.

7. Art in Public Places

The Cudahy City Council requested an art in public places ordinance to expand the City's artistic and cultural resources by enhancing the environment and quality of life as new development occurs.

To comply with the proposed ordinance, a project would include a publicly accessible civic artwork valued at one percent of the project's building valuation. The developer may choose instead to contribute an in-lieu fee to the art in public places fund valued at one percent of the building valuation.

All new residential developments of four or more units, public and institutional buildings and all commercial, office, and industrial development projects with a construction value equal to or exceeding $100,000 are subject to the fee.

A fee of one percent of construction value is a reasonable and commonly used by jurisdictions for art in public places fees. The one percent fee will always reflect the current price of construction, which is a direct measure of inflation. Because the fee is based on a cost that will always reflect the status of the local economy, the fee essentially updates itself annually.

8. Implementation

Impact Fee Program Adoption Process

Impact fee program adoption procedures are found in the *California Government Code* section 66016. Adoption of an impact fee program requires the City Council to follow certain procedures including holding a public hearing. Data, such as an impact fee report, must be made available at least 10 days prior to the public hearing. The City's legal counsel should be consulted for any other procedural requirements as well as advice regarding adoption of an enabling ordinance and/or a resolution. After adoption there is a mandatory 60-day waiting period before the fees go into effect.

Inflation Adjustment

The City has kept its impact fee program up to date by periodically adjusting the fees for inflation. Such adjustments should be completed regularly to ensure that new development will fully fund its share of needed facilities. We recommend that the following indices be used for adjusting fees for inflation:

- Buildings – Engineering News-Record's Building Cost Index (BCI)
- Equipment – Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)

The indices recommended can be found for local jurisdictions (state, region), and for the nation. Except for land, we recommend that the national indices be used to adjust for inflation, as the national indices are not subject to frequent dramatic fluctuations that the localized indices are subject to.

Due to the highly variable nature of land costs, there is no index that captures fluctuations in land values. We recommend that the City adjust land values based on recent land purchases, sales or appraisals at the time of the update.

While fee updates using inflation indices are appropriate for periodic updates to ensure that fee revenues keep up with increases in the costs of public facilities, the City will also need to conduct more extensive updates of the fee documentation and calculation (such as this study) when significant new data on growth forecasts and/or facility plans become available.

Reporting Requirements

The City should comply with the annual and five-year reporting requirements of the *Mitigation Fee Act*. For facilities to be funded by a combination of public fees and other revenues, identification of the source and amount of these non-fee revenues is essential. Identification of the timing of receipt of other revenues to fund the facilities is also important.

Table 8.1 summaries the annual and five-year reporting requirements.

Table 8.1: Mitigation Fee Act - Annual and Five-year Administrative Requirements

CA Gov't Code Section	Timing	Reporting Requirements[1]	Recommended Fee Adjustment
66001.(d)	The fifth fiscal year following the first deposit into the account or fund, and every five years thereafter	(A) Identify the purpose to which the fee is to be put. (B) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged. (C) Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements. (D) Designate the approximate dates on which supplemental funding is expected to be deposited into the appropriate account or fund.	Comprehensive Update
66006. (b)	Within 180 days after the last day of each fiscal year	(A) A brief description of the type of fee in the account or fund. (B) The amount of the fee. (C) The beginning and ending balance of the account or fund. (D) The amount of the fees collected and the interest earned. (E) An identification of each public improvement on which fees were expended including share funded by fees. (F) An identification of an approximate date by which the construction of the public improvement will commence. (G) A description of any potential interfund transfers. (H) The amount of refunds made (if any).	Inflationary Adjustment

[1] Edited for brevity. Refer to the government code for full description.

Sources: CA Government Code sections 66001.(d) and 66006.(b).

Programming Revenues and Projects with the CIP

The City maintains a Capital Improvement Program (CIP) to plan for future infrastructure needs. The CIP identifies costs and phasing for specific capital projects. The use of the CIP in this manner documents a reasonable relationship between new development and the use of those revenues.

The City may decide to alter the scope of the planned projects or to substitute new projects if those new projects continue to represent an expansion of the City's facilities. If the total cost of facilities varies from the total cost used as a basis for the fees, the City should consider revising the fees accordingly.

Reimbursements

For some facility categories, particularly park facilities, developers occasionally dedicate parkland and construct facilities in lieu of paying the development impact fee. If a developer builds parkland that exceeds the development's share of needed facilities, that developer should be reimbursed for facilities created above and beyond that development's impact. However, we recommend that the City' reimburse the difference based on a) the costs identified in the most recent CIP, and b) at the time that the City would be building the improvement had the development not occurred. By following these guidelines, the City will not be unfairly burdened with unanticipated costs.

9. Mitigation Fee Act Findings

Public facilities fees are one-time fees typically paid when a building permit is issued and imposed on development projects by local agencies responsible for regulating land use (cities and counties). To guide the widespread imposition of public facilities fees the State Legislature adopted the *Mitigation Fee Act* (the *Act*) with Assembly Bill 1600 in 1987 and subsequent amendments. The *Act,* contained in *California Government Code* Sections 66000 through 66025*,* establishes requirements on local agencies for the imposition and administration of fee programs. The *Act* requires local agencies to document five findings when adopting a fee.

The five statutory findings required for adoption of the public facilities fees documented in this report are presented in this chapter and supported in detail by the preceding chapters. All statutory references are to the *Act.*

Purpose of Fee

- *Identify the purpose of the fee (§66001(a)(1) of the Act).*

Development impact fees are designed to ensure that new development will not burden the existing service population with the cost of facilities required to accommodate growth. The purpose of the fees proposed by this report is to provide a funding source from new development to fund capital improvements to serve that development. The fees advance a legitimate City interest by enabling the City to provide public facilities to new development.

Use of Fee Revenues

- *Identify the use to which the fees will be put. If the use is financing facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in §65403 or §66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the facilities for which the fees are charged (§66001(a)(2) of the Act).*

Fees proposed in this report, if enacted by the City, would be used to fund expanded facilities to serve new development. Facilities funded by these fees are designated to be located within the City's sphere of influence. Fees addressed in this report have been identified by the City to be restricted to funding the following facility categories: traffic facilities, parks and recreation facilities, general government facilities and parking facilities.

Benefit Relationship

- *Determine the reasonable relationship between the fees' use and the type of development project on which the fees are imposed (§66001(a)(3) of the Act).*

The City will restrict fee revenue to the acquisition of land, construction of facilities and buildings, and purchase of related equipment, furnishings, vehicles, and services used to serve new development. Facilities funded by the fees are expected to provide a citywide network of facilities accessible to the additional residents and workers associated with new development. Under *the Act*, fees are not intended to fund planned facilities needed to correct existing deficiencies. Thus, a reasonable relationship can be shown between the use of fee revenue and the new development residential and non-residential use classifications that will pay the fees.

Burden Relationship

- *Determine the reasonable relationship between the need for the public facilities and the types of development on which the fees are imposed (§66001(a)(4) of the Act).*

Facilities need is based on a facility standard that represents the demand generated by new development for those facilities. For each facility category, demand is measured by a single facility standard that can be applied across land use types to ensure a reasonable relationship to the type of development. For traffic facilities this standard is expressed as a cost per trip. For parks and recreation facilities this standard is expressed as a cost per resident. For general government facilities this standard is expressed as a cost per capita. For parking facilities, the standard is based on parking requirements from the City's municipal code.

The standards used to identify growth needs are also used to determine if planned facilities will partially serve the existing service population by correcting existing deficiencies. This approach ensures that new development will only be responsible for its fair share of planned facilities, and that the fees will not unfairly burden new development with the cost of facilities associated with serving the existing service population.

Chapter 2, Growth Forecasts provides a description of how service population and growth forecasts are calculated. Facility standards are described in the *Facility Standards* sections of each facility category chapter.

Proportionality

- *Determine how there is a reasonable relationship between the fees amount and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (§66001(b) of the Act).*

The reasonable relationship between each facilities fee for a specific new development project and the cost of the facilities attributable to that project is based on the estimated new development growth the project will accommodate. Fees for a specific project are based on the project's size. Larger new development projects can result in a higher service population resulting in higher fee revenue than smaller projects in the same land use classification. Thus, the fees ensure a reasonable relationship between a specific new development project and the cost of the facilities attributable to that project.

See *Chapter 2, Growth Forecasts, Chapter 3, Trip Growth* or the *Service Population* section of Chapters 4 and 5 in each facility category chapter for a description of how service populations or other factors are determined for different types of land uses. See the *Fee Schedule* section of each facility category chapter for a presentation of the proposed facilities fees

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF IRWINDALE

and

WILLDAN FINANCIAL SERVICES

AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN THE CITY OF IRWINDALE AND WILLDAN FINANCIAL SERVICES

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 11th day of December, 2024 by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation ("City") and WILLDAN FINANCIAL SERVICES, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. Pursuant to the City of Irwindale's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Sixty Five Thousand Five Hundred Twenty Dollars** ($65,520.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

James Edison	Managing Principal
(Name)	(Title)

Commented [JHO1]: Please confirm.

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager [or such person as may be designated by the Assistant City Manager]. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an

independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to City. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant's Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3.

In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of

Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold City, its officers, agents, and employees harmless therefrom;

(c) In the event City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to City, its officers, agents or employees, any and all costs and expenses incurred by City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than three (3) years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to City, Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, Consultant shall fully cooperate with City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to

City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be such shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as previously stated.

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any

appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement,

and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706 and in the case of Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification

of this Agreement shall be valid unless made in writing and approved by Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY IRWINDALE, a municipal corporation

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura M. Nieto, Deputy Chief City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

WILLDAN FINANCIAL SERVICES, a California corporation

By:_____
Name: Chris Fisher
Title: Vice President/Director

By:_____
Name: Rebekah Smith
Title: Assistant Secretary
Address: 27368 Via Industria,
Suite 200
Temecula, CA 92590

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01005.0001/1036071.1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01005.0001/1036071.1

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following services (hereinafter referred to collectively as "Services") as set forth below and inclusive of the proposal attached hereto as the Work Plan set forth in Exhibit "A-1":

A. Meet with City staff to refine the project scope, clarify, and define the purpose, uses, and goals of the previous Development Impact Fee Study to ensure its accuracy and appropriateness to the City's needs.

B. Conduct a comprehensive review of the City's current fee structure with the goal of establishing a consistent and objectively based fee structure that meets the needs of the City and community. The review shall include:

- **i.** Meetings or interviews with staff as needed to gain an understanding of the services the City provides and the City's processes and operations;
- **ii.** Reviewing current fee schedules for related departments and services; and
- **iii.** Collecting and documenting comments and concerns from staff and Council members and incorporating those comments as directed.

C. Identify the total cost of providing City services at the appropriate level and in a manner that is consistent with all applicable laws, statutes, rules, and regulations governing the collection of fees, rates, and charges by public entities including but limited to Proposition 26 and 218.

D. Prepare a Draft Development Impact Fee Study Update which shall:

- **i.** Include fee schedules separated by different categories/types;
- **ii.** Identify each fee at full cost, recommended cost and current cost recovery levels;
- **iii.** Identify the direct cost, indirect cost, and overhead cost for each service;
- **iv.** Identify the present fees, recommended fees, percentage of change, cost recovery percentage, revenue Developer and fee comparison with surrounding cities or other Los Angeles County or Southern California cities that are comparable to the City—a comparison survey of rates and fees of similar cities shall be included;
- **v.** Include an option for annual inflator based on the application of a generally accepted measure, such as the Building Construction Index or Consumer Price Index;
- **vi.** Include any other matters that are identified during the implementation of the Consultant's work plan that the City should consider; and
- **vii.** Presented to the City Council to further facilitate their understanding of the Development Impact Fee Study Update and its implications for the City and the community to make necessary adjustments as requested.

E. Consult with City staff should it become necessary to defend the City's

Development Impact Fees as a result of any legal or other challenges.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to City:

A. Prepare a Microsoft Excel based model of the fee schedules to allow the City to adjust fees and charges as the City's organizational structure and service model change.

i. The model shall allow for the application of the annual inflator.
ii. If necessary, provide training to staff to facilitate the annual update to fees.

B. Prepare a Final Development Impact Fee Study Update and provide the following:

i. Ten (10) bound paper copies;
ii. One (1) unbound copy;
iii. Digital file copy in PDF format;
iv. Digital Development Impact Fee Update Schedules model in excel file that can be updated annually; and
v. Deliver a Final Development Impact Fee Study Update presentation(s) to the City Council in order to facilitate their understanding of the Final Development Impact Fee Study Update and its implications for the City and the community and make necessary adjustments as requested.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep City appraised of the status of performance by delivering the status reports due upon request from the City.

IV. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. James Edison, Managing Principal

B. Carlos Villarreal, Principal Consultant/Project Manager

EXHIBIT "A-1"

WORK PLAN

Task 1:	Identify Policy Issues
Objective:	Identify and discuss potential policy issues raised by the study. Kick-off meeting with staff to review data needs, policy issues, schedule and discuss potential additional fee categories.
Description:	Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include: ▪ Changes in implementation resulting from AB 602 and recent cases, including the *Sheetz* decision; ▪ Changes in approach and nexus findings necessary to comply with AB 602 and recent cases, including the *Sheetz* decision; ▪ Potential new impact fees for consideration ▪ Adequacy of General Plan and other public facility planning policies (e.g., level of service standards); impact fee ordinances and resolutions, and prior nexus studies; ▪ Availability of existing public facility master plans and CIPs to identify needed facilities; ▪ Types of facilities to be funded by each fee; ▪ Land use categories for imposition of fees; ▪ Nexus approach to determining facility standards; ▪ Nexus approach to allocating cost burden among land uses, including need for separate fee zones; ▪ Potential alternative funding sources, if needed; ▪ Funding existing deficiencies, if identified; and ▪ Implementation concerns and strategies.
Deliverables:	(1) Information requests; and (2) revised project scope and schedule (if needed).

Task 2:	Identify Existing Development and Future Growth
Objective:	(1) Identify estimates of existing levels of development; and (2) identify a projection of future growth consistent with current planning policy.
Description:	Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program. Consult with City staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Consider projections from regional metropolitan planning agencies and other available sources - City staff to provide estimates and projections by zone if needed. Develop approach for converting land use data to measure of facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for each impact fee based on: ▪ Available local data on facility demand by land use category; ▪ Approaches used by other agencies; and ▪ Support for other agency policy objectives. Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from City staff prior to proceeding.

Commented [JHO2]: I believe Task 1 addresses Kambiz's concern that the Consultant conduct a new independent review of each ongoing project (to ensure consistency with *Sheetz*).

Task 3:	Determine Facility Standards
Note:	Conduct Tasks 3, 4, and 5 separately for each intended facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.
Objective:	Determine standards to identify facilities required to accommodate growth.
Description:	Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: (1) adopted policy standards (e.g., General Plan, master facility plans); (2) standards derived from existing facility inventories; or (3) standards derived from a list of planned facility projects. City staff to provide policies, inventories, and project lists. Willdan will work with the City to identify additional costs that might be eligible for funding by the DIF.

Task 4:	Determine Facilities Needs and Costs
Objective:	Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.
Description:	Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan. Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, City staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g., five years). Distinguish between: (1) facilities needed to serve growth (that can be funded by impact fees); and (2) facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities). Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent City experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices. The revised facility costs will form the basis of the capital improvement program needed for compliance with AB 602. ***This scope of work does not include additional engineering analysis, including traffic engineering, to identify total facility needs, existing deficiencies, or cost estimates. Any such engineering/design work can be provided under a separate contract with Willdan Engineering or a third party. However, Willdan can use rough descriptions and comparables to calculate a reasonable cost estimate sufficient for use in the DIF study.***

Task 5:	Identify Funding and Financing Alternatives
Objective:	Determine the extent of alternative (non-fee) funding available for new facilities.
Description:	If impact fees are going to only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify: 1. Funding from non-impact fee sources to correct existing deficiencies; and 2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities. Identify anticipated alternative funding based on information from City staff or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities. Assume facilities to be funded predominantly on a pay-as-you-go basis. Scope does not include a cash flow analysis to analyze effect of timing of fee revenues on financing costs.

Task 6:	Fee Comparison Analysis
Objective:	Provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions in Los Angeles County.
Description:	Willdan will compare a total of five Los Angeles County jurisdictions to be selected by the City. Typically, Willdan prepares an analysis of fees charged to a series of prototype developments (such as residential, retail, etc.) to provide an "apples to apples" comparison, but the exact methodology will be determined in consultation with the City. This comparison will be limited to four other jurisdictions.

Task 7:	Calculate Fees and Prepare Report
Objective:	Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.
Description:	Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks. Prepare draft report tables for City staff to review, that document each step of the analysis, including schedule of maximum justified fees by facility type land use category and all other requirements of the Mitigation Fee Act. Following one (1) round of comments from City staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one (1) round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. This public review draft will be presented and public stakeholder meetings and at a Council informational session. Prepare final report, if necessary, based on comments received on the public draft report. If requested, post the report on our website for public access. Note that as of January 2022, the Nexus study is adopted separately from the fees, and with a 30-day notice. Fees will be calculating residential land uses in compliance with AB 602. Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.
Deliverables:	If necessary, we will provide up to two (2) bound copies of the draft report, one (1) unbound copy, one (1) Microsoft Word copy; and up to ten (10) bound paper copies, and one (1) unbound copy of the final report.

Task 8	Meetings
Objective:	The project manager or other necessary Willdan staff will attend project meetings. A member of the Impact Fee project team will attend up to four (4) in-person meetings and presentations throughout the City's engagement. Phone conferences are not considered meetings for the purposes of this scope.
Optional:	Optional stakeholder and Council meetings may be requested by the City.

Staff Support

To complete our tasks, we will need the cooperation of City of Irwindale staff. We suggest that the City assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- Coordinate responses to requests for information;
- Coordinate review of work products; and
- Help resolve policy issues.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

City of Irwindale Development Impact Fee Study Update Cost Proposal		J. Edison Principal-in-Charge	C. Villarreal Project Manager	Total	
		$ 240	$ 210	Hours	Cost
Scope of Services					
Task 1:	Identify and Resolve Policy Issues	12.0	22.0	34.0	$ 7,500
Task 2:	Identify Existing Development and Future Growth	12.0	22.0	34.0	7,500
Task 3:	Determine Facility Standards	14.0	24.0	38.0	8,400
Task 4:	Determine Facilities Needs and Costs	16.0	26.0	42.0	9,300
Task 5:	Identify Funding and Financing Alternatives	16.0	24.0	40.0	8,880
Task 6:	Fee Comparison	14.0	22.0	36.0	7,980
Task 7:	Calculate Fees and Prepare Report	16.0	24.0	40.0	8,880
Task 8:	Meetings	12.0	20.0	32.0	7,080
Total – Development Impact Fee Study Update		**112.0**	**184.0**	**296.0**	**$ 65,520**

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

IV. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed $65,520.00 as provided in Section 2.1 of this Agreement.

VI. Consultant's billing rates for all personnel are attached as Exhibit "C-1".

EXHIBIT "C-1"

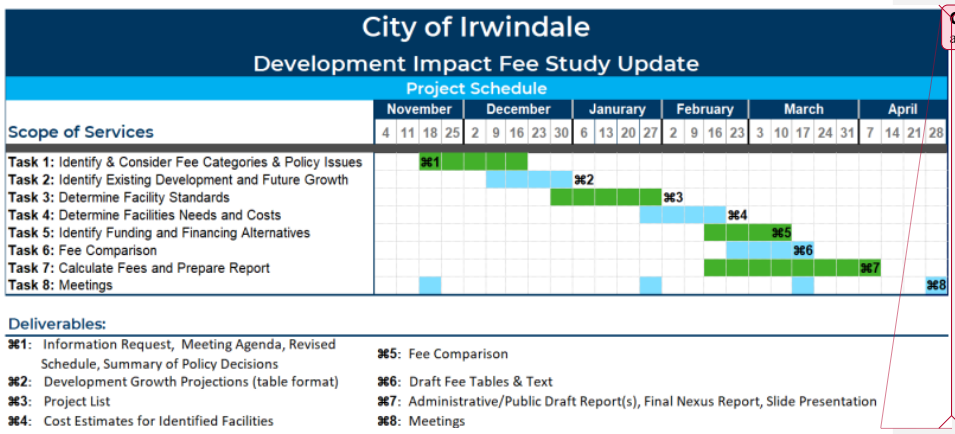
CONSULTANT PERSONNEL BILLING RATES

Willdan Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President - Director		$250
Managing Principal	James Edison	$240
Principal Consultant	Carlos Villarreal	$210
Senior Project Manager		$185
Project Manager		$165
Senior Project Analyst		$135
Senior Analyst		$125
Analyst II		$110
Analyst I		$100

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.

II. Consultant shall deliver the following tangible work products to City by the following dates and according to the following Implementation Schedule:



Deliverables:

⌘1: Information Request, Meeting Agenda, Revised Schedule, Summary of Policy Decisions
⌘2: Development Growth Projections (table format)
⌘3: Project List
⌘4: Cost Estimates for Identified Facilities
⌘5: Fee Comparison
⌘6: Draft Fee Tables & Text
⌘7: Administrative/Public Draft Report(s), Final Nexus Report, Slide Presentation
⌘8: Meetings

Commented [JHO3]: Please confirm if this schedule is accurate. The first deliverable was due on 11/18.

III. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

Item #24.F.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment No. 1 to Contract Services Agreement with PlanetBids, Inc. for Electronic Procurement Software System Services.

City Manager's Recommendation:

That the City Council of Irwindale Approve Amendment No. 1 to the Contract Services Agreement with PlanetBids, Inc. for Electronic Procurement (eProcurement) Software System Services, and authorize the City Manager to enter into Amendment No. 1 to the Contract Services Agreement with PlanetBids, Inc, subject to City Attorney approval as to form.

Administrative Action:

Submitted / Prepared / Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On November 15, 2023, the City of Irwindale (the "City") contracted with PlanetBids, Inc. for one year to ensure the platform and services rendered by the vendor is in the best interest and option for the City. After using the system for one (1) year, the City now desires to continue this service for an additional four (4) years, including November 17, 2024 – November 16, 2025, November 17, 2025 – November 16, 2026, November 17, 2026 – November 16, 2027, and November 17, 2027 – November 16, 2028 at the prices listed on "Exhibit A." PlanetBids, Inc. provides a Web-based eProcurement software platform which is used by many agencies to enhance their procurement processes. This platform has allowed us to reach a larger pool of vendors, increasing vendor participation with

proposals that offer a broader selection of goods and services and offer more competitive pricing.

As our purchases of goods and services increase, having a long-term contract can provide a much-needed stability for pricing, budgeting, and cash flow, especially in cases when time is of the essence when dealing with myriads of programs, activities, and capital improvement projects funded by grants. Therefore, staff is requesting the City Council to consider Amendment No. 1 to allow the City to continue benefiting from PlanetBids. Inc. platform when finding and securing a contract with a responsible and responsive bidder.

Fiscal Impact:

The adopted Fiscal Year 2024-2025 budget includes sufficient funding for the service term beginning November 17, 2024, to November 16, 2025. Future years' funding will be included in each upcoming year's budget.

Attachments:

1. Exhibit A - PlanetBids Pricing for City of Irwindale

"Exhibit A"

PB System ™ MODULES	YEAR 2 2024-2025	YEAR 3 2024-2026 (Optional)	YEAR 4 2024-2027 (Optional)	YEAR 5 2024-2028 (Optional)
Vendor Management & Bid Management	$ 10,893.75	$ 11,438.44	$ 12,010.36	$ 12,610.88
(4 Full User Licenses)				
City Clerk	$ 708.75	$ 744.19	$ 781.40	$ 820.47
(1 User License)				
Sub-Total	$ 11,602.50	$ 12,182.63	$ 12,791.76	$ 13,431.35
TOTAL	**$ 11,602.50**	**$ 12,182.63**	**$ 12,791.76**	**$ 13,431.35**

Item #24.G.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Second Reading of Ordinance No. 781 Establishing a Supplemental Transactions and Use Tax Ordinance, Adoption of Resolution No. 2024-99-3576 Approving Administrative Agreements with the California Department of Tax and Fee Administration, and Resolution No. 2024-100-3577 Authorizing the Examination of Transactions and Use Tax Records, and Approving Professional Services Agreement with Hinderliter, de Llamas and Associates

City Manager's Recommendation:

(1) **Adopt on second reading by title only with further reading waived Ordinance No. 781** entitled, "AN ORDINANCE OF THE PEOPLE OF THE CITY OF IRWINDALE, CALIFORNIA ADDING CHAPTER 3.58 TO TITLE 3 OF THE IRWINDALE MUNICIPAL CODE TO ENACT A SUPPLEMENTAL TRANSACTIONS AND USE TAX (SALES TAX) AT A RATE OF ONE-QUARTER OF A PERCENT (1/4%), EFFECTIVE AFTER LOS ANGELES COUNTY MEASURE H EXPIRES OR REPEALS, TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION"; and (2) **Adopt Resolution No. 2024-99-357**6 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION TO ADMINISTER AND OPERATE THE CITY'S SUPPLEMENTAL TRANSACTIONS AND USE (SALES) TAX"; and (3) **Adopt Resolution No. 2024-100-3577** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DESIGNATING AND AUTHORIZING CERTAIN CITY EMPLOYEES TO REVIEW AND EXAMINE THE CITY'S TRANSACTIONS AND USE TAX RECORDS OF THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION"; and (4) Authorize a professional services agreement with Hinderliter, de Llamas and Associates (HdL) for transactions tax audit and information services.

Administrative Action:

Prepared / Submitted / Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

At its meeting on August 7, 2024, the Irwindale City Council introduced the above ordinance for first reading and adopted Resolution No. 2024-66-3543, placing a supplemental transactions and use tax (sales tax) at the rate of 0.25% on the November 5, 2024, ballot for the purpose of maintaining local control of revenues generated in Irwindale to directly benefit Irwindale.

A general election was held on Tuesday, November 5, 2024, and the ballot included Measure IR for the supplemental transactions and use tax.

Measure IR was passed by the voters, thereby approving the supplemental transactions and use tax, which will become effective on April 1, 2025.
The tallied votes for Measure IR (as of 12/2/2024 2:55:01 PM) were certified by the Irwindale City Council on December 11, 2024, based on the following results:

Votes		**Percent**
YES	459	67.90%
NO	217	32.10%

Majority of votes cast

It would now be appropriate for the City Council to adopt the ordinance on second reading.

It is also necessary at this time to adopt Resolution No. 2024-99-3576, authorizing the City Manager to enter into agreements with the California Department of Tax and Fee Administration (CDTFA) for administration and operation of the City's Supplemental Transactions and Use Tax. The two agreements are attached to the resolution as Exhibits 'A' and 'B', as follows:

1. Agreement For Preparation To Administer and Operate City's Transactions and Use Tax Ordinance – This agreement authorizes the CDTFA to conduct the necessary preparations to implement and administer the City's supplemental transactions and use tax. This includes preparatory work related to developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing

instructions for the CDTFA's staff and taxpayers, and other necessary functions. The agreement includes an estimate of the CDTFA's cost for implementing the supplemental transactions and use tax to not exceed $175,000. This is a standard estimate provided by the CDTFA, however it is expected this amount will be significantly less because the one-time implementation costs will be allocated to several cities implementing a transactions and use tax at the same time, and the City has a relatively lower level of sales tax activity. All CDFTA administrative costs are netted out of tax revenue.

2. Agreement For State Administration of City Transactions and Use Taxes – This agreement authorizes the CDTFA to administer the transactions and use tax program annually for the City. This includes the ongoing administrative and operational functions of ensuring compliance with the City's transactions and use tax ordinance by taxpayers, collecting funds from retailers, and remitting the tax revenue to the City. The CDTFA administrative fees will be deducted from the taxes collected for the City, as is currently done with regular sales taxes.

The CDTFA also requires the City to designate specific City personnel and appropriate consultants that are authorized to examine transactions and use tax records on behalf of the City. As with all sales tax records, the transactions and use tax information is highly confidential and the CDTFA will only release this information to authorized staff and consultants. Approval of Resolution No. 2024-100-3577 accomplishes this requirement.

Additionally, new resolutions authorizing designated City staff and the City's sales tax consultant (Hinderliter, de Llamas and Associates) access to the data are required. Resolution No. 2024-09-3486 was adopted on February 14, 2024, to update the designated City staff members approved to view the confidential data. The supplemental transactions and use tax (Measure IR) is considered a separate data source by the CDTFA and requires a separate resolution to authorize access to designated staff.

A separate professional services agreement with Hinderliter, de Llamas and Associates (HdL) is also required for the review and examination of the Measure IR, supplemental transactions and use tax records. HdL has been providing Sales and Property Tax consulting to the City since 1989 and this agreement will formalize their services and fees for the additional work required resulting from the passage of the City's Measure IR.

Approving Ordinance No. 781 and the attached resolutions will allow the City to proceed with implementing the collection of the supplemental transactions and use tax approved with the passage of Measure IR by the voters at the general election on November 5, 2024.

Fiscal Impact:

The supplemental transactions and use tax will become effective on April 1, 2025, and is estimated to generate annual revenues of $1,000,000 for the City's General Fund. This revenue estimate will be net of administrative costs charged by the CDTFA to administer, collect, and distribute the supplemental transactions and use tax for the City. The ongoing costs have not yet been determined by the CDTFA.

The cost of preparatory services that must be reimbursed to the CDTFA shall not exceed $175,000 per California Revenue and Taxation Code Section 7272. These costs will not be incurred for some time, and will be reflected by a future budget amendment for Measure IR. Ongoing administration costs will be deducted from the taxes collected by the CDTFA, as prescribed by law. The agreement with HdL will cost $300 per month for the quarterly district transactions tax reports, and a flat 25% of any initial recoveries of misallocations through their audit services.

Attachments:

1. Exhibit A - Preparatory Agreement
2. Resolution No 2024-99-3576
3. Exhibit B - Administration Agreement
4. Resolution No 2024-100-3577
5. Professional Services Agreement - HdL
6. Ordinance No. 781

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a Supplemental Transactions And Use Tax, Ordinance No. 781, adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the CITY OF IRWINDALE, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars ($175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail or through email at jservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jservices@cdtfa.ca.gov or by mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

Attention: Finance Director/City Treasurer

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF IRWINDALE

By _____
(Signature)

Julian A. Miranda
City Manager

Date: _____

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

By _____
Administrator
Local Revenue Branch

Date: _____

RESOLUTION NO. 2024-99-3576

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION TO ADMINISTER AND OPERATE THE CITY'S SUPPLEMENTAL TRANSACTIONS AND USE (SALES) TAX

WHEREAS, on November 5, 2024, the voters of the City of Irwindale ("City") approved a supplemental transactions and use (sales) tax, and thereby also approving Ordinance No. 781, amending the City Municipal Code and providing for a supplemental transactions and use (sales) tax; and

WHEREAS, the California Department of Tax and Fee Administration ("CDTFA") administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the CDTFA will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the CDTFA requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes, and

WHEREAS, the CDTFA requires that the City Council authorize the above-named agreements.

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

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

Section 2. That the "Agreement For Preparation To Administer and Operate City's Transactions and Use Tax Ordinance" attached as Exhibit "A" is hereby approved and the City Manager is hereby authorized to execute this agreement.

Section 3. That the "Agreement For State Administration of City Transactions and Use Taxes" attached as Exhibit "B" is hereby approved and the City Manager is hereby authorized to execute this agreement.

Section 4. That the Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 11th day of December 2024.

_____
Albert F. Ambriz, 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. 2024-99-3576 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 11th day of December 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Irwindale has adopted, and the voters of the City of Irwindale (hereafter called "City" or "District") have approved by the required majority vote, the City of Irwindale Supplemental Transactions and Use Tax Ordinance No. 781 (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 781, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES

A. **Administration.** The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion

of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate or through email at jservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jservices@cdtfa.ca.gov or by mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

Attention: Finance Director/City Treasurer

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on January 8, 2024. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI

ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF _____

By _____
(Signature)

Julian A. Miranda
City Manager

Date: _____

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
Administrator
Local Revenue Branch

Date: _____

RESOLUTION NO. 2024-100-3577

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DESIGNATING AND AUTHORIZING CERTAIN CITY EMPLOYEES TO REVIEW AND EXAMINE THE CITY'S TRANSACTIONS AND USE TAX RECORDS OF THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, pursuant to Ordinance No. 781 of the City of Irwindale (hereinafter "City" or "District"), and Section 7270 of the Revenue and Taxation Code, the City entered into a contract with the California Department of Tax and Fee Administration ("CDTFA") to perform all functions incident to the administration and operation of the Supplemental Transactions and Use Tax Ordinance; and

WHEREAS, the City deems it desirable and necessary for authorized representatives of the City to examine confidential transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of CDTFA records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the CDTFA;

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

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

Section 2. That the City Manager or other officer(s) or employee(s) of the City designated in writing by the City Manager to the CDTFA are hereby appointed to represent the City with authority to examine transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the City by the CDTFA, pursuant to the agreement contract between the City and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the City's transactions and use taxes by the CDTFA pursuant to the contract.

The following City employees are hereby designated and authorized to receive and review sales and use tax transactions for the City of Irwindale:

1.) City Manager
2.) Assistant City Manager
3.) Finance Director/City Treasurer
4.) Finance Manager

5.) Community Development Director
6.) Assistant to the City Manager
7.) Office Specialist
8.) Administrative Secretary

Section 3. That the City Manager, or other officer or employee of the City designated in writing by the City Manager in Section 2, are hereby appointed to represent the District with authority to examine those transactions and use tax records of the Board for purposes related to the following governmental functions of the District:

a) City Administration
b) Revenue Management and Budgeting
c) Community and Economic Development
d) Business License Tax Administration
e) Other purposes as deemed necessary

The information obtained by examination of Board records shall be used only for those governmental functions of the City listed above.

Section 4. That Hinderliter, de Llamas & Associates, Inc (HdL) is hereby designated to examine the transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the City by the CDTFA. The person or entity designated by this section meets all of the following conditions:

a) Has an existing contract with the District to examine those transactions and use tax records; and
b) Is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 2 (or Section 3) of this resolution to examine the information; and
c) Is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
d) Is prohibited by that contract from retaining the information contained in, or derived from those transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of CDTFA's records shall be used only for purposes related to the collection of District's transactions and use taxes by the CDTFA pursuant to the agreement contracts between the City and CDTFA.

Section 5. That this resolution supersedes all prior transactions and use tax resolutions of the City adopted pursuant to subdivision (b) of Revenue and Taxation Section 7056.

PASSED, APPROVED AND ADOPTED this 11th day of December 2024.

_____
Albert F. Ambriz, 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. 2024-100-3577 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 11th day of December 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into as of December 11, 2024 (the "Agreement Date") by and HINDERLITER DE LLAMAS AND ASSOCIATES ("Consultant"), and CITY OF IRWINDALE ("Client"), which is located within the state of California (the "State").

W I T N E S S E T H:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of public services (collectively, "Consultant's Business"); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant's Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant's Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the "Schedule(s)"), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the "Services"). In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.2 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.3 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with third parties to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services. During the Term of this Agreement, Client will not, directly or indirectly (except through Consultant), engage any third party to provide the Services or any services similar to the Services.

2. **Fees**. As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the "Fees"). Consultant may perform the Services using professionals from its staff or Consultant's affiliated entities, and such Services will be invoiced to Client under the same terms applicable to Consultant's staff. Consultant may increase the Fees from time to time (including, without limitation, as may be described in any of the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client's satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment**.

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirty-first (31st) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes an invoice, only that portion so disputed in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any disputed portion of the invoice not timely paid and will be payable immediately if the disputed invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days' prior written notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. **Insurance**. Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of $1,000,000 per incident; (c) bodily injury liability of $1,000,000 per incident; and (d) professional liability for any errors or omissions of $1,000,000.

5. **Client Support.**

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant's performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that Consultant asks for a decision from Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services to support, prepare, document, bring, respond to subpoenas, act as a witness, defend or otherwise assist in litigation undertaken or defended by Client, which Consultant may be required by legal process or otherwise or requested by Client to provide (collectively, "Litigation Services"). In this regard, if Consultant agrees with Client or is otherwise required to perform Litigation Services, Client will promptly pay or reimburse Consultant for all of Consultant's costs and expenses related to Litigation Services (including, without limitation, Consultant's attorneys' fees and costs) at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. <u>Confidentiality; Software Use and Warranty; Records</u>.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records. Consultant may publicly state that it performs Services for Client.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility for Consultant or in Consultant's Business, including without limitation, (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; (vi) materials, techniques and intellectual property used; and (vii) the Software and the Software's documentation. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to information that is public information; provided, however, that proprietary information will not qualify as public information if it became public due to Client's (or its employees' or agents') disclosure.

6.3 If access to any software which Consultant owns is provided to Client as part of the Services under this Agreement (including, without limitation, if Client chooses to subscribe to such software and/or related reports as part of the Services pursuant to a Schedule to this Agreement) (such Consultant-owned software is, collectively, the "<u>Software</u>"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client (including such of Client's staff as may be

designated from time to time by Client and approved by Consultant in writing) to use the Software pursuant to and during the Term of this Agreement.

6.4 The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or the Software's documentation, nor modify (or allow the modification of) the Software or the Software's documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or the Software's documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). **Consultant warrants that the Software will perform in accordance with the Software's documentation**.

6.5 Notwithstanding anything to the contrary in this Agreement (including any Schedule hereto), if access to any software which Consultant does not own is provided to Client as part of the Services pursuant to this Agreement (including pursuant to any Schedule hereto), Client hereby agrees (i) to comply with all of the terms and conditions imposed on Client's access to such software (including, without limitation, by Consultant, such software's owner, and pursuant to applicable law), and (ii) Consultant has no obligation during the Term of this Agreement or thereafter to provide Client with access to such software.

6.6 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the joint property of Client and Consultant. This does not include the Software or any other software, any programs, any methodologies or any systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or third party copyrights or other intellectual property and remain Consultant's or such third parties' exclusive property (as the case may be). It is possible that any documents, drafts, communications or other work product provided to Client may be alleged to be public records under applicable law and/or may be discoverable through litigation. Well in advance of when Client may disclose such information in response to any request for public records, Client must notify Consultant in writing about the request and, if Consultant requests it, Client must apply for any potential exemption from disclosure that may exist under applicable law.

6.7 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other

than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' prior written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' prior written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification.

8.1 Client agrees to fully and promptly protect, indemnify, reimburse and hold harmless Consultant, its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Consultant Group") from and against any and all liabilities, losses, claims, damages, expenses, and costs (including, without limitation, for attorneys' fees and costs) (each, a "Liability", and collectively, "Liabilities") which are (a) the direct or indirect result of any breach of any representation, warranty or covenant made by or given on behalf of Client under this Agreement, or (b) related to any action or failure to act on the part of any one or more of Consultant Group where such action or failure to act was reasonably and in good faith believed by any of Consultant Group at the time to be in conformity with this Agreement, or (c) otherwise related to or arising out of any act or omission of Client or its directors, officers, employees, agents, direct or indirect equity holders, or affiliates (collectively, "Client Group"). In this regard, Client hereby acknowledges that it is responsible for instructing Consultant regarding Consultant's performance of Services under this Agreement, as well as the interpretation and meaning of the ordinances and/or regulations under which Consultant is performing Services under this Agreement.

8.2 Promptly after Consultant receives notice of the commencement of any proceeding for which it intends to make a claim for indemnification under this Agreement, it should notify Client, but the failure to so notify will not result in the loss of any rights of any of Consultant Group to indemnification hereunder except to the extent that Client does not otherwise become aware of such

proceeding and is actually adversely affected thereby to a material extent. Client will assume the defense of Consultant Group (including the employment of legal counsel reasonably satisfactory to Consultant) and payment of such counsel's fees and disbursements (including retainers). Should Consultant reasonably determine that separate counsel is necessary (whether due to the existence of different defenses, potential conflicts of interest or otherwise), or if Client has not assumed the defense, then any of Consultant Group may employ separate legal counsel, and Client will pay such counsel's reasonable fees and disbursements as incurred (including retainers). The obligations of defense and indemnification under this Agreement apply, without limitation, to those situations where someone brings a cross claim for indemnity or contribution against any one or more of Consultant Group.

8.3 Client will not, without Consultant's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not any of Consultant Group is an actual or potential party to such claim, action or proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release of each of Consultant Group from all liability arising out of such claim, action, proceeding or investigation and includes an explicit disclaimer of responsibility of any kind on the part of Consultant Group.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except for Consultant's gross negligence or willful misconduct in connection with the performance of its obligations under this Agreement, Client's sole and exclusive remedies for any breaches of Consultant's obligations under this Agreement (including, without limitation, for any breaches relating to the Services or the Software, including any breaches of warranty, express or implied) (i) are limited to making reasonable and necessary repairs, replacements or corrections without additional cost to the Client, and (ii) will not exceed, under any circumstances, the amount of the Fees paid by Client to Consultant for the twelve-month period prior to the alleged breaches, calculated without reference to any payments constituting the payment of costs or expenses. All amounts paid to Consultant hereunder are deemed first to be for the reimbursement of costs or expenses and then any excess will be regarded as payments for other portions of the Fees under this Agreement. Any references to breaches of this Agreement will include any supplements, additions or amendments to this Agreement.

9.1.2 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.3 In no event will any of Consultant Group be liable for any lost revenues or lost profits, or any special, incidental, or consequential damages of any nature whatsoever, even if such restrictions deprive one or more remedies of their essential purpose. This damage exclusion is independent of any remedies provided for herein.

9.1.4 None of Consultant Group will have any Liability (whether direct or indirect, in contract or tort or otherwise) related to, arising out of, or in connection with this Agreement or to any of Client Group acting on any advice given or opinion rendered by any of Consultant Group, except to the extent that such Liability is found by a court of competent jurisdiction in a judgment which has become final and that it is no longer subject to appeal or review to have resulted solely from such Consultant Group's willful misconduct or gross negligence.

9.1.5 No claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than one year after the date on which such claim arose (regardless of the date when Client may have discovered a basis for the claim).

9.1.6 Client acknowledges that this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any Liabilities.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. <u>General Legal Provisions</u>.

10.1 <u>Authorization to Proceed</u>. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 <u>Force Majeure</u>. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, epidemics, pandemics or other health emergencies, or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto. Notwithstanding anything to the contrary, Consultant may, from time to time, utilize one or more third parties to provide certain of the Services (including, but not limited to, as may be set forth in one or more of the Schedules).

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: HdL Companies Attn: Maria Soto-Sanchez, Email: contracts@hdlcompanies.com and Client: City of Irwindale, Attn: Kambiz Borhani kborhani@IrwindaleCA.gov.

10.8 Entire Agreement; Conflict. This Agreement (which includes any Schedules or amendments dated as of the Agreement Date or hereafter, including without limitation, amendments of the main body of this Agreement or the Schedules that may add to, subtract from, modify or clarify the Term, the scope of Services and/or the amount of Fees) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of any Schedules and the remainder of this Agreement as set forth in the main body of this Agreement, the terms and conditions of the remainder of this Agreement as set forth in the main body of this Agreement will prevail and be controlling; provided, however, that should there ever be a conflict between the terms and conditions of this Agreement (including any Schedules) and (i) any amendments hereof, the terms and conditions of the amendments hereof will prevail and be controlling, and (ii) the terms and conditions of any Schedule that expressly provides for them to supersede any terms and conditions of the main body of this Agreement, such terms and conditions of such Schedule will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:	**CLIENT**:
Hinderliter de Llamas and Associates	City of Irwindale
By:_____	By:_____
Gary Lott, COO	Julian A. Miranda, City Manager

[Any Schedule or Schedules may (but is/are not required to) be attached hereto]

SERVICES

1. Transactions Tax and Economic Analysis/Forecasting Services/Reports

1.1. Consultant shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "IR" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.

1.2 Consultant shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.

1.3. Consultant shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on transactions and use tax questions.

1.4. Consultant shall make available to CITY the HdL proprietary software program and Measure "IR" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

2. Deficiency/Allocation Reviews and Recovery

2.1. Consultant shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the City. Reviews shall include:

2.1.(a) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure "IR" City boundaries, and therefore subject to transactions tax.

2.1.(b) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the City boundaries.

2.1.(c) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.

2.1.(d) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure "IR" Transactions Tax District.

2.2. Consultant will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.

2.2. Consultant shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

3. Consulting and Other Optional Services

Consultant may from time to time in its sole discretion, consult with City's staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax, (ii) utilization of reports to enhance business license collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing

agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

FEES

4. Transactions Tax and Economic Analysis/Forecasting Services/Reports

4.1. Fees shall be paid $300 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. The monthly fee shall be invoiced quarterly in arrears and shall be paid by City no later than 30 days after the invoice date.

4.2. Consultant will increase the non-hourly Fees established above once a year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

5. Allocation and Audit Recovery Services

5.1. Fees shall be paid 25% of the initial amount of new transactions or use tax revenue received by the City because of audit and recovery work performed by Consultant, (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by City or Consultant to be increment attributable to causes other than Consultant's work pursuant to this agreement. In the event, Consultant is responsible for an increase in the tax reported by businesses already properly making tax payments to the City, it shall be Consultant's responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by Consultant and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. Consultant shall provide City with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

6. Consulting and Other Optional Services

6.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - $325; (ii) Programmer - $295; (iii) Senior Analyst - $245; and (iv) Analyst - $195.

6.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to City will be given.

7. General Provisions Relating to Fees

7.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by City.

7.2. Fees will be invoiced monthly to City for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records. The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

8.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.

8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.

8.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.

8.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

9. Software Use and Proprietary Information

Software Use. Consultant hereby provides authorization to City to access Consultant's Sales Tax website if City chooses to subscribe to the software and reports option. The website shall only be used by authorized City staff. No access will be granted to any third party without explicit written authorization by Consultant. City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by City of said software, or any right of City to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all City staff website logins shall be de-activated.

Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, City shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by City in connection with this Agreement. The obligations imposed by this Section shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section shall not apply to any information that is public information.

ORDINANCE NO.781

AN ORDINANCE OF THE PEOPLE OF THE CITY OF IRWINDALE, CALIFORNIA ADDING CHAPTER 3.58 TO TITLE 3 OF THE IRWINDALE MUNICIPAL CODE TO ENACT A SUPPLEMENTAL TRANSACTIONS AND USE TAX (SALES TAX) AT A RATE OF ONE-QUARTER OF A PERCENT (1/4%), EFFECTIVE AFTER LOS ANGELES COUNTY MEASURE H EXPIRES OR REPEALS, TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, pursuant to California Revenue and Taxation Code section 7285.9, the City of Irwindale ("City") is authorized to levy a Supplemental Transactions and Use Tax for general purposes, subject to majority voter approval; and

WHEREAS, the People of the City desire to add Chapter 3.58 to Title 3 of the Irwindale Municipal Code establishing, effective after Los Angeles County's Measure H expires or repeals, a Supplemental Transactions and Use Tax ("TUT") until ended by voters, on the sale and/or use of all tangible personal property sold at retail in the City, at a rate of one-quarter of a percent (1/4%).

NOW, THEREFORE, ON THE BASIS OF THE FORGOING, THE PEOPLE OF THE CITY OF IRWINDALE AT THE NOVEMBER 5, 2024, GENERAL MUNICIPAL ELECTION DO RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the recitals in this Ordinance are true and correct and are incorporated herein by reference.

Section 2. This Ordinance shall be known as the "City of Irwindale Supplemental Transactions and Use Tax Ordinance", the full text of which is set forth in Exhibit A, attached hereto and incorporated herein by reference

Section 3. Pursuant to California Government Code section 53724 and Revenue and Taxation Code section 7285.9, this Ordinance was duly approved for placement on the ballot by a minimum two-thirds (2/3) supermajority of all members of the City Council on August 2, 2024.

Section 4. Pursuant to California Elections Code section 9217, this Ordinance shall be deemed adopted and take effect only if approved by a majority of the eligible voters of the City of Irwindale voting at the General Municipal Election of November 5, 2024. It shall be deemed adopted when the City Council has certified the results of that election by resolution and shall take effect ten (10) days thereafter.

Section 5. The "Operative Date" for the City of Irwindale Supplemental Transactions and Use Tax Ordinance means the first day of the first calendar quarter commencing more than 110 days after the date this Ordinance is adopted and County Measure H is repealed or expired, as set forth in Section 4 above.

Section 6. This is a City Council-sponsored initiative Ordinance which otherwise would only be subject to amendment by the voters of the City. However, pursuant to Elections Code Section 9217, the City Council shall have and retain the right and authority to amend the Ordinance to further its purposes and intent (including but not

limited to amendment for more efficient administration as determined by the City Council) in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution.

Section 7. The adoption of this Ordinance is not a "project" subject to the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code Section §§ 21000 *et seq*.). CEQA Guideline § 15378(b)(4) provides that the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment are not projects subject to the requirements of CEQA.

Section 8. Pursuant to Article XIIIB of the California Constitution, the appropriations limit for the City of Irwindale is increased to the maximum extent over the maximum period of time allowed under the law consistent with the revenues generated by this tax.

Section 9. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

Section 10. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in this regard. City staff are directed and authorized to inform and educate the public regarding the adoption of this Ordinance prior to it taking effect. This Ordinance shall only be in effect following the approval of a majority of the voters at an election on November 5, 2024, as certified by the election official.

[SIGNATURES ON FOLLOWING PAGE]

PASSED and **ADOPTED** by the voters of the City of Irwindale at an election held on November 5, 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

****

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 11th day of December 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale do hereby certify that the foregoing Ordinance No. 781 was introduced for first reading at a special meeting of the City Council of the City of Irwindale held on August 7, 2024, and duly adopted at a regular meeting of the City Council of the City of Irwindale held on December 11, 2024, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 781 adopted by the City Council of the City of Irwindale at its regular meeting held December 11, 2024, to be posted at the City Hall, Library, and Post Office on December 12, 2024.

_____ Dated:_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A

Chapter 3.58
SUPPLEMENTAL TRANSACTIONS AND USE TAX

3.58.010 Title.

This ordinance shall be known as the "City of Irwindale Supplemental Transactions and Use Tax Ordinance." The City of Irwindale hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.58.020 Operative Date.

"Operative date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance by the electorate, the date of such adoption being as set forth below.

3.58.030 Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.58.040 Contract with State.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this supplemental transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.58.050 Supplemental Transactions and Use Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate one-quarter of a percent (1/4%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.58.060 Place of Sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.58.070 Use of Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one-quarter of a percent (1/4%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.58.080 Adoption of Provisions of State Law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.58.090 Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

   a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the state under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

   b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "state" in the phrase "retailer engaged in business in this state" in Section 6203 of the Revenue and Taxation Code and in the definition of that phrase in Section 6203.

1. The words "A retailer engaged in business in the City" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.58.100 Permit not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.58.110 Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City, which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

   a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

   b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser , solicitor, subsidiary , or person in the City under the authority of the retailer or meets the requirements of a retailer engaged in business in the City in Section 3.58.090(B).

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.58.120 Amendments.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.58.130 Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.58.140 Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

3.58.150 Effective Date.

This ordinance levying the tax described herein shall be effective ten (10) days after the date on which the City Council has declared that the voters of the City of Irwindale have approved the ordinance by a vote of no less than a majority of the votes cast by the electors voting on the tax measure set forth in this ordinance at that special municipal election to be held on November 5, 2024.

3.58.160 Termination Date.

The authority to levy the tax imposed by this ordinance shall not expire unless terminated by lawful vote of the electorate or as required or authorized by law."

Item #24.H.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment to Post Office Lease

City Manager's Recommendation:

That the City Council approve the Amendment to the Lease between the City of Irwindale and the United States Postal Service for the extension of the lease of the post office site located at 16025 Calle Del Norte, Irwindale and authorize the City Manager to enter into a lease renewal agreement with the United States Post Office and broker agreement with Jones, Lang LaSalle Americas, Inc. subject to City Attorney approval as to form.

Administrative Action:

Submitted / Prepared / Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On July 26, 1999, the City entered into the attached lease agreement with the United States

Postal Service for the operation of the Post Office at 16025 Calle Del Norte, Irwindale (Site). Although the term of the lease does not expire until August 4, 2026, the Post Office is required to commence the process of renewing the lease by letting the City know that it wishes to exercise its renewal option.

On November 20, 2024, by its letter, a copy of which is attached, the Post Office informed the City of its interest in exercising its option to renew the lease at the lease rate of $24,960 per year. The letter also requires the City to enter into a separate agreement with Broker, Jones, Lang LaSalle Americas, Inc., to pay a market real estate commission in the amount of $4,800, equivalent to 3.85% of the total aggregate lease value. $4,800 over 5 years equal $960 a month, and staff negotiated that amount to be added to the annual $24,960 lease ($24,000 (rent) + $960 (commission)).

The proposed Lease Amendment will extend the term for an additional 4 years, 10 months, and 26 days, commencing on August 5, 2026, and ending on June 30, 2031.

As a Charter City, Irwindale may lease the Site in accordance with Government Code section 37380. In accordance with the lrwindale Charter, Section 607(h) states that:

> "(h) Leases. No agreement for the lease of City owned real property to any person, for a non-municipal purpose, shall be valid unless the City Council finds that the property proposed for such lease is not required, and will not be so required during the term of the agreement, for municipal purposes."

The approval of the Lease Amendment is exempt under the California Environmental Quality Act (CEQA) as an existing lease with no plan to modify or expand the facility. As such, the project is exempt from CEQA as a Class 1 Categorical Exemption per CEQA Guidelines, in Section 15301. Upon approval by the Council of the Lease Amendment, the City will file the appropriate Notice of Exemption.

Fiscal Impact:

The annual lease rate increased from $19,657 to $24,960. Rent revenue for the post office site is included in the General Fund.

Attachments:

1. USPS Letter Introducing the Broker
2. USPS Letter of Intent
3. USPS Lease Agreement

UNITED STATES POSTAL SERVICE

July 10, 2024

Dear Postal Service Landlord:

Jones Lang LaSalle Americas, Inc. (JLL) is a Real Estate Services Provider ("RESP") for the Postal Service. JLL has experience and expertise in real property transactions and provides the Postal Service with real estate support services, including lease management and brokerage services.

As the Postal Service RESP, JLL will represent the Postal Service in your leasing transaction. Note, however, that only a warranted Postal Service contracting officer has authority to execute a lease on behalf of the Postal Service. The Postal Service anticipates that you and JLL will make appropriate arrangements for the payment of a commission to JLL for brokerage services pursuant to a separate agreement between you and JLL. The Postal Service understands that the rental rate may take such commission, along with other market-based factors, into account.

The Postal Service, through JLL, looks forward to working with you on this leasing transaction. In that regard, we appreciate your cooperation with JLL as the Postal Service RESP.

If you have any questions, please contact Tim Kastens, JLL Contract Executive at 202-533-2506 or at Tim.Kastens@jll.com.

Sincerely,

Donald L. Mackey
Director, Facilities Leasing

7029 ALBERT PICK RD SUITE 300
GREENSBORO, NC 27409-0300
WWW.USPS.COM

Nov 20, 2024

Sent via Email

CITY OF IRWINDALE
5050 N IRWINDALE AVE
IRWINDALE, CA 91706-2192
camillediaz@ci.irwindale.ca.us

RE: USPS Letter of Intent, BALDWIN PARK IRWINDALE BR (050480-002), 16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

Dear Landlord,

On behalf of the United States Postal Service, I am pleased to present for your consideration the enclosed Letter of Intent to renew the Lease for the above referenced Post Office location.

Additionally, I have included a DRAFT lease for your review.

I have also included for your reference a letter from the USPS regarding the outsourcing of its real estate transactions to Jones Lang LaSalle (JLL).

At your earliest convenience, please review and call Joseff Phillips at 720.418.8004 or Joseff.Phillips@jll.com to discuss further. I appreciate your cooperation and look forward to working with you to achieve a mutually beneficial Lease Agreement.

Sincerely,

Joe Phillips
Transaction Manager
Jones Lang LaSalle
1225 Seventeenth Street, Suite 1900
Denver, CO 80202
T: +1 720 418 8004

joseff.phillips@jll.com / jll.com

CC: Katie Burns

USPS Letter of Intent – BALDWIN PARK IRWINDALE BR (BALDWIN PARK, CA 91706-9997)

Property ID: 050480-002

Date Submitted:	Nov 20, 2024	
Submitted To:	CITY OF IRWINDALE as representative of Landlord	
Submitted By:	Jones Lang LaSalle Americas, Inc. as co-broker to Jones Lang LaSalle Americas, Inc., as representative of the Tenant	
Description of Requirement:	Renewal of Lease	
Response Date Requested:	Please submit a written response in the space provided within seven (7) days of receipt.	
Issue	**Proposal of Terms**	**Landlord Response**
1. Building:	BALDWIN PARK IRWINDALE BR, 16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997	
2. Landlord:	CITY OF IRWINDALE, 5050 N IRWINDALE AVE, IRWINDALE, CA 91706-2192	
3. Tenant:	United States Postal Service shall be the entity defined in the lease agreement.	
4. Lease Commencement Date:	8/5/2026	
5. Lease Term:	Five (5) years	
6. USPS Lease Form:	This transaction is subject to use of the United States Postal Service's current standard lease form.	
7. Premises:	1,500 square feet (net interior), please provide a current *as-built floor plan and site plan* outlining the Premises	
8. Proposed Annual Rent:	$24,960.00 per annum, inclusive of a market commission	
9. Utilities/Services/Equipment:	Per the terms of the current Lease Agreement: Utilities Services & Equipment Rider	
10. Maintenance:	Per the terms of the current Lease Agreement: USPS Responsibility, Partial	
11. Real Estate Taxes:	Per the terms of the current Lease Agreement: Landlord Responsibility	
12. Parking:	Please outline the current parking arrangement with the USPS; specifically the availability and location of reserved parking, handicap parking, and visitor parking.	
13. Termination Option:	Tenant shall have the right to terminate with at least 180 days advance written notice to Landlord (per the terms of the current lease.)	
14. Renewal Option:	Tenant shall have one (1) renewal options of five (5) years each with at least 30 days advance written notice to Landlord. The annual rent for each option term shall be at a 7% increase over the prior term.	
15. Commissions:	Tenant is represented by Jones Lang LaSalle Americas, Inc. as co-broker to Jones Lang LaSalle Americas, Inc.. Tenant requires Landlord to enter into a separate agreement with Broker, under which Landlord agrees to pay Broker a market real estate commission ("Commission") in the amount of $4,800.00, equivalent to 3.85 percent (3.85%) of the total aggregate Lease value. The entire Commission shall be due and payable upon the execution of Lease Agreement or equivalent document.	
16. Required Documentation:	Please provide the following documents with an accepted proposal: • Copy of recorded Warranty Deed (confirming ownership) • Completed IRS Form W9 (confirming ownership) • Signing Authority Documentation (e.g., Articles of Incorporation, Enabling Resolution, etc.)	

This is a non-binding document. This document is not intended, nor should it be interpreted, to be a lease or any other type of contract between Tenant and Landlord. Rather, this letter expresses the general desire of the parties to potentially conduct negotiations concerning a possible real estate lease transaction, with both parties acknowledging that other material terms have not been discussed and that there is no obligation to do so. Either Tenant or Landlord may, for any reason whatsoever or without cause, terminate discussions or negotiations at any time in each party's sole and absolute discretion. Any such termination shall be without obligation or liability whatsoever. Notwithstanding any written or verbal communication(s), or series of communications, to the contrary, Tenant shall not be deemed to have entered into a lease or any other binding agreement unless and until (if at all) (i) the terms and conditions of any such lease or agreement shall have been fully negotiated by Tenant and Landlord, (ii) Tenant's senior management and legal counsel shall have approved the terms and conditions of any such lease or agreement and shall have approved the execution of a formal document intended to evidence the same, and (iii) an authorized representative of both Tenant and Landlord shall have fully executed and delivered a formal agreement of lease to the other. Real estate brokers, tenant representatives, consultants and the like do not have authority to enter into oral or written agreements that are binding upon Tenant.

Agreed and accepted: _____ **(sign)** **Name:** _____ **Title:** _____ **Date:**_____

Nov 20, 2024

CITY OF IRWINDALE
5050 N IRWINDALE AVE
IRWINDALE, CA 91706-2192

SUBJECT: BALDWIN PARK IRWINDALE BR, 16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997
Expiration Date: 08/04/26

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service ("Postal Service"), JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Should you have feedback to the enclosed Lease Agreement, please contact me at 720.418.8004 or Joseff.Phillips@jll.com.

The following instructions have been added for your convenience to help expedite lease execution:

- **Lease Agreement:**
  - Sign each copy of the agreement where indicated.
  - Date each copy of the agreement on the designated line.
  - Signature(s) must be witnessed by two parties OR notarized.
- **Real Estate Conflict of Interest (COI) Certification Form:**
  - Complete one COI form for each per person who signs the lease. Sign and date where indicated.
- **IRS Form W-9:**
  - Complete items 1-7 where applicable, Part I, Part II, sign, and date where indicated.
- **Commission Agreement:**
  - Sign name, print name, and date where indicated.
- **Evidence of Title:** Provide Deed/Certificate of Transfer of Title.

****PLEASE SIGN AND RETURN THIS LEASE PACKET AT YOUR EARLIEST CONVENIENCE**.**

Using the enclosed envelope, please mail **all requested forms with original signatures.** Please note that postage is required. Upon acceptance and execution by the Postal Service, an original executed Lease will be returned to you.

Notice: All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

Joseff Phillips

CC: Katie Burns

Lease

BALDWIN PARK - IRWINDALE BR (050480-002)
16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

Lease (Single-Tenant Form)

Facility Name/Location
BALDWIN PARK - IRWINDALE BR (050480-002)
16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

County: Los Angeles
Lease: Q90000910862

This Lease, by and between CITY OF IRWINDALE, ("**Landlord**") and the United States Postal Service **("USPS"** or **"Postal Service")**, is made as of the Effective Date. The "**Effective Date**" shall mean the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. PREMISES: Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") consisting of the entirety of the one story Concrete building having a street address of 16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 8417-029-903 and legally described in **Exhibit A** attached hereto and by this reference incorporated herein (the "**Property**"). The Premises consists of approximately 1,500 net interior square feet of space and additional space, if any, as shown on Exhibit C, each of which is attached hereto and incorporated herein by this reference.

The Postal Service shall have the right to use any and all appurtenances and easements benefiting the Premises and the Property, including sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, and parking areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon the sidewalks and parking areas of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

The Landlord has supplied the following systems and equipment:

1. Heating System
2. Air Conditioning System
3. Electrical Distribution System
4. Light Fixtures
5. Water Distribution System including hot water supply
6. Sewer or Septic System

The maintenance of these items is governed by the Maintenance Rider USPS Responsibility-Partial attached to this Lease (the "Maintenance Rider").

2. TERM: The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall be for a period of 4 years, 10 months, and 26 days commencing on August 05, 2026 ("**Commencement Date**") and ending on June 30, 2031, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."

3. RENT: The Postal Service will pay Landlord an annual rent of: $24,960.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:
CITY OF IRWINDALE
5050 N IRWINDALE AVE

Facility Name/Location
BALDWIN PARK - IRWINDALE BR (050480-002)
16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

County: Los Angeles
Lease: Q90000910862

IRWINDALE, CA 91706-2192

4. RENEWAL OPTIONS: The Postal Service shall have the right to the following renewal options:

Period		Annual Rent
07/01/2031	06/30/2036	$26,707.00
N/A	N/A	N/A

provided that notice of exercise of each such renewal option is sent in writing, to the Landlord at least 30 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Exhibit A (Legal Description of Property)
- Exhibit B (Parking Area)
- Exhibit C (Premises Area)
- Utilities and Services Rider
- Maintenance Rider USPS Responsibility (Partial)

6. TERMINATION: In addition to its rights found elsewhere in this Lease, the Postal Service shall have the option to terminate this Lease at any time upon 180 days prior written notice to Landlord.

7. CONFLICT OF INTEREST. To avoid actual or apparent conflicts of interest, the Postal Service requires the certification set forth on the signature page from Landlord. The Postal Service will be relying on the accuracy of the statements made by you in this certification. If Landlord's certifications below are false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided below, then the Postal Service may exercise any or all of the following remedies: (i) withhold Rent and all other payments and reimbursements due or to become due under this Lease until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.

[Conflict of Interest/Signature Page Follows]

Conflict of Interest/Signature Page

Facility Name/Location
BALDWIN PARK - IRWINDALE BR (050480-002)
16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

County: Los Angeles
Lease: Q90000910862

CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

LANDLORD: Please check all that apply in item A below and complete item B below if necessary.

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:
(i) ____ A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
(ii) ____The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
(iii) ____ A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee;
(Relationship) _____
(iv) ____ An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
(v) ____ None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:
(i) Postal Service Employee:
(Name) _____ (Title) _____ (Location) _____
(ii) Spouse who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
(iii) Family member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
(iv) Household Member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____

C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you must notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

The person signing this Lease certifies under penalty of perjury that he/she/they has full power and authority to bind the Landlord named below.

LANDLORD NAME: CITY OF IRWINDALE

Signature: _____

Print Name:

Title:

Date: _____

_____
Name:_____
Witness

_____
Name: _____
Witness

Landlord's signature must be witnessed by two individuals, which shall sign where indicated above

Telephone No: _____
Email Address: _____

(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

POSTAL SERVICE:

Signature: _____

Print Name: BRYAN PROVOST

Title: Contracting Officer

Date: _____

UNITED STATES POSTAL SERVICE

Instructions

Facility Name/Location
BALDWIN PARK - IRWINDALE BR (050480-002)
16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

County: Los Angeles
Lease: Q90000910862

Instructions for Execution and Providing Supporting Documentation for Types of Landlord Entities

Generally

a. All co-owners, whether entities or individuals, having a legal interest in the Premises must execute the Lease.

b. All signatures must be witnessed by two individuals as indicated on the signature page.

c. The Landlord must submit adequate evidence of title to the Premises.

d. Landlord must complete the Conflict of Interest Certification on the signature page. Landlord's signature to the Lease also acts as Landlord's certification as to the truth of the information set forth in the completed Conflict of Interest Certification.

Individual, Administrator, or Trustee

a. Where the Landlord is an individual, Landlord must execute the Lease. If an individual Landlord is married, the spouse of the Landlord must also execute the Lease. Any individual may provide a power of attorney authorizing another individual to execute the Lease on their behalf.

b. Where the Landlord is an administrator or an executor of an estate, Landlord must provide a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a lease for the Premises, Landlord must provide a certified copy of the court order authorizing such administrator or executor to enter into a lease for the Premises.

c. Where the Landlord is a Trust/Trustee, Landlord must provide a certified copy of the instrument creating the trust or a certificate of trust executed by the trustee(s), together with any other evidence necessary to establish the trustee's authority to lease the Premises. The Lease must be executed by the Trustee(s) and any Beneficiary of the Trust who has the power to control the distribution of the assets of the Trust.

Partnership

a. If the Landlord is a partnership, Landlord must provide documentary evidence affirming the authority of the signatory(ies) to bind the partnership by executing the Lease. The usual evidence required to establish such authority is in the form of extracts from the partnership certificate, partnership agreement, a resolution signed by all general partners authorizing the signatory to execute the Lease, or a sworn statement of a general partner. Any resolutions, sworn statements or powers of attorney must specifically identify the Premises, the parties to the Lease and that names and official titles of the partner(s) who are authorized to execute the Lease.

b. If the Landlord is a general partnership, in the absence of a resolution, sworn statement, or power of attorney authorizing one partner to execute the Lease, each partner must execute the Lease.

c. If the Landlord is a limited partnership, in the absence of a resolution, sworn statement, or power of attorney authorizing one partner to execute the Lease, all general partners must execute the Lease.

Corporation

Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease on behalf of the entity. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of a meeting of the board of directors duly certified by the custodian of such records, or a sworn statement of an officer of the entity. Any resolution or sworn statement

must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

Limited Liability Company (LLC)

Where the Landlord is an LLC, the Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease to bind the LLC, for which they purport to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the LLC, including, without limitation, the certificate of formation and limited liability company agreement, or a sworn statement of the manager or managing member of the LLC. Any resolution or sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

Limited Liability Partnership (LLP)

Where the Landlord is a Limited Liability Partnership, the Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease to bind the Limited Liability Partnership for which they purport to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the limited liability partnership, including, without limitation, the certificate of formation and limited liability partnership agreement, or a sworn statement of the managing partner of the LLP. Any sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s)s who are authorized to execute the Lease.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(as required by the Civil Code)

Civil Code Section 2079.16 provides:
"The disclosure form required by Section 2079.14 shall have Sections 2079.13 to 2079.24, inclusive, excluding this section, printed on the back, and on the front of the disclosure form the following shall appear: DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (As required by the Civil Code).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:
To the Seller:
A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. To the Buyer and the Seller:
(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.
An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:
To the Buyer:
A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. To the Buyer and the Seller:
(a) Diligent exercise of reasonable skill and care in performance of the agent s duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.
In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:
(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.
In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.
The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.
Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully."

I acknowledge receipt of a copy of this Agency Disclosure and California Civil Code Sections 2079.13 to 2079.24.

DATED: _____
[ ] Buyer [ ] Seller

DATED: _____
[ ] Buyer [ ] Seller

DATED: _____ BRE #_____
Broker

By: _____ BRE#_____
Salesperson/Broker-Associate

Civil Code Sections 2079.13 to 2079.24

2079.13. As used in Sections 2079.7, and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Contained in the beginning of this document.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

_____ is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Listing Agent)

_____ is the agent of (check one): ☐ the seller exclusively; ☐ the buyer exclusively;
(Name of Selling Agent if not the same as the Listing Agent) or ☐ both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

Facility Name/Location
BALDWIN PARK - IRWINDALE BR (050480-002)
16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

County: Los Angeles
Lease: Q90000910862

Exhibit A

[Legal Description of Property]

The legal description is as follows: Lot 4, Tract No. 23613, per map recorded in Book 873, Pages 99-100 of Maps, in the office of the County Recorder, County of Los Angeles, California.

Facility Name/Location
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Exhibit B

Parking Area
(If Applicable)

Intentionally Left Blank

Facility Name/Location
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16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

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Exhibit C

Premises Area

Lease Defined Space Measurements	Sq ft
Rentable SF:	1,500
Total USPS Leased SF:	1,500
Total Property Site SF:	9,550
Exterior, Platform and Ramp:	120
Exterior Parking, USPS:	3,900

Area Comments

General Conditions to USPS Lease

Facility Name/Location
BALDWIN PARK - IRWINDALE BR (050480-002)
16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

County: Los Angeles
Lease: Q90000910862

1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy and obtain all necessary building permits, certificates of occupancy, and similar related items at no cost to the Postal Service. The Postal Service agrees (i) to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service, and (ii) when the Postal Service or one of its contractors (other than Landlord) is performing work at the Premises, the Postal Service will be responsible for obtaining applicable permits and related items and to pay the associated costs. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns and holds fee title in and to the Building, the Premises and the Property; (ii) there are no encumbrances, liens, agreements, or covenants in effect that would materially interfere with the Postal Service's ability to operate its operations, materially impair the Postal Service's rights under this Lease, or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property (provided that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions relating to the Property is limited to conditions that Landlord is responsible to maintain, repair, replace or remediate under this Lease). The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Property.

b. If this Lease provides for payments aggregating $10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under it may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and

2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;

2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and

3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and a copy of the effective instrument of transfer to the Postal Service within 15 days after the date of transfer. In addition, both the original Landlord and the successor landlord shall execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the Postal Service within 15 days after receipt of such form from the Postal Service and the successor landlord shall provide other reasonable documentation, including without limitation, a W-9 and the standard Conflict of Interest Certification Form. If a transfer occurs due to the death or dissolution of the Landlord, the Postal Service may reasonably request such other documentation to evidence the transfer and ownership by the successor landlord, including but not limited to, a W-9 and an agreement to indemnify and hold harmless the Postal Service with respect to any claims by other parties of ownership interest in the Premises or entitlement to the Rent. The Postal Service shall be entitled to continue to pay Rent and give all notices to Landlord until it has received the foregoing from Landlord. Landlord shall deliver all such funds in which the Postal Service has an interest to Landlord's successor or assignee. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease as required hereunder, Landlord shall be released from all liability toward the Postal Service arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such assumption by Landlord's successor, and the Postal Service shall be free to exercise any and all remedies for a Landlord default against either the Landlord or a successor landlord, at the election of the Postal Service. Notwithstanding anything to the contrary contained herein, in the case of new leased space projects, this Lease may only be assigned, or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 30 days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags or signs in or upon the Premises or common areas; which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. Except as provided to the contrary in the immediately preceding sentence, the Postal Service shall not be responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the Lease, remove any or all of its alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall

become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

5. [RESERVED]

6. INSURANCE

a. **Postal Service's Insurance**. Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignee's and/or subtenant's proposed use of the Premises including the requirement that the assignee and/or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenant's proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

b. **Landlord's Insurance.** Landlord shall, at its own expense, obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A- and a Best's financial performance rating of at least 7. The insurance required to be carried by Landlord under this Section shall be referred to herein as **"Landlord's Insurance."** Upon request, Landlord shall provide the Postal Service with a copy of the certificate of insurance and either a premium bill evidencing Landlord's Insurance or a statement signed by Landlord's insurer confirming the date to which the premium has been paid in full, together with the appropriate form stating Landlord's insurance policy(ies) has been endorsed.

(i) Liability Insurance. Bodily injury, personal injury and property damage insurance, naming the Postal Service as an additional insured, insuring against claims of bodily injury or death, personal injury or property damage, arising out of or in connection with Landlord's acts or omission upon, in or about the Property, with an each occurrence limit of not less than $2,000,000 and a general aggregate limit of not less than $2,000,000. Landlord's Insurance shall be primary with respect to any claim covered under such insurance and arising out of events that occur outside the Premises. Landlord shall have the right, but not the obligation, to increase the amounts or limits of insurance to such amounts as Landlord deems reasonably necessary. Landlord may, at Landlord's option, carry insurance required under this Section under an umbrella policy or policies for coverage amounts exceeding $1,000,000, provided that such umbrella policy or policies otherwise comply with the requirements of this Section.

(ii) Property Insurance. Insurance covering loss or damage to the Premises and the Property by reason of fire (extended coverage) and those perils included within the classification of "Special Form Causes of Loss"

insurance (with other appropriate endorsements), which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusive of excavation, footings, and foundations) as determined by insurance company appraisers or Landlord's insurance broker.

(iii) Flood, Earthquake, and Tornado Insurance. Insurance covering loss or damage to the Premises and the Property by reason of flood, earthquake, or tornado, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

"**Environmental Laws**" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

"**Hazardous Materials**" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

"**Environmental Contamination**" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"**Asbestos-Containing Material**" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. **Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and Premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the Premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its

vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

c. **Environmental Condition of the Premises.**

(i) Unless due to the negligence of the Postal Service, if after the Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, the Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval from the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants ("**Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work, including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the seven business days after receipt. In addition, if requested by Postal Service, Landlord and Landlords Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and complete access to all samples and tests taken or conducted.

(iii) If the Landlord fails to remove Environmental Contamination to the extent required by Environmental Law, or otherwise respond in accordance with Environmental Law, to any Environmental Contamination, with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work (by contract or otherwise), and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government. Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the Rent and all other payments and reimbursements due or to become due under this Lease for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service determines that the Premises are untenantable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal

Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iv) Without limiting the foregoing, regardless of whether Landlord is required by this Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation cost associated with a release or suspected release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused by the negligence of the Postal Service, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's negligence.

d. **Landlord Indemnification of Postal Service.** The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of Environmental Contamination caused directly by the negligence of the Postal Service.

e. **Landlord Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

8. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the

time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

9. CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**").

b. Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding $100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of $100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over $100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or

2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

k. In the event of an alleged Postal Service default where the Postal Service has vacated the Premises, Landlord shall in all events have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any workletter or other rider or attachment to this Lease.

10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord. In the event of substantial, material or unreasonable interference with the Postal Service's tenancy by Landlord or its agents or contractors, the Rent and other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. **Recording.** Not Applicable

d. **Subordination, Non-Disturbance and Attornment Agreement.** Not Applicable

e. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

f. **Interpretation.** Section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they

either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

g. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that the Postal Service's employees at the Premises do not have authority to modify the Lease or to waive the Postal Service's rights hereunder.

h. **Waivers.** No waiver by the Postal Service or Landlord of any provision hereof shall be deemed a waiver of any other provision hereof and no waiver of any breach hereunder by Postal Service or Landlord shall be deemed a waiver of any subsequent breach by the Postal Service or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or the Postal Service by a person with authority to bind each party

i. **[RESERVED]**

j. **Successors and Assigns.** Subject to the provisions of this Lease, this Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns.

k. **Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing inspections, maintenance or repairs that are the responsibility of Landlord under this Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any inspection, repair or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises.

l. **Calendar Days.** All references herein to "days" shall mean calendar days unless specified to the contrary.

m. **Counterparts.** This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any

amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

n. **Notices.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time. Notices to the Postal Service shall also include the identification of the facility name and location in such notices. Notices given hereunder shall be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

To Landlord at: CITY OF IRWINDALE

5050 N IRWINDALE AVE
IRWINDALE, CA 91706-2192

With a copy to: _____

_____

To the Postal Service at: Contracting Officer

USPS Facilities Leasing West
PO Box 5527
Denver, CO 80217-5527

With a copy to: Postmaster/Installation Head

16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

o. **Prompt Payment Act.** The provisions of the Prompt Payment Act, 31 U.S.C. § 3901 shall apply to all Postal Service payment obligations under this Lease, including any interest or penalties for late payments.

p. **Payment Offsets.** As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments owed to Landlord from the Postal Service under this Lease are subject to offset in whole or in part to for the Landlord's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments.

11. **FACILITIES NONDISCRIMINATION**

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

12. **CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS**

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at http://about.usps.com/manuals/spp/html/spp10.htm or by searching www.usps.com.

Clause 1-5, Gratuities or Gifts
Clause 1-6, Contingent Fees
Clause 9-3, Davis-Bacon Act[1]
Clause 9-7, Equal Opportunity[2]
Clause 9-13, Equal Opportunity for Workers with Disabilities[3]
Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans[4]
Clause 9-16, Employer Reports on Employment of Protected Veterans[4]
Clause B-25, Advertising of Contract Awards
Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

_____

[1] For premises with net interior space in excess of 6,500 SF.
[2] For leases aggregating payments of $10,000 or more.
[3] For leases aggregating payments of $10,000 or more.
[4] For leases aggregating payments of $150,000 or more.

Maintenance Rider USPS Responsibility (Partial)

Facility Name/Location
BALDWIN PARK - IRWINDALE BR (050480-002)
16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

County: Los Angeles
Lease: Q90000910862

1. **Postal Service Responsibilities.** The Postal Service shall maintain the Premises (including repair and replacement of items, if necessary), except for those items specifically made the responsibility of Landlord in Paragraph 3 below and damage resulting from, and to the extent of, the negligence of the Landlord's agents or employees (which portion of the damage arising directly from Landlord's negligence shall be the responsibility of the Landlord). The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep the Premises in proper condition during the Lease term.

2. **Premises.** The term "Premises" as used in this rider includes the Premises described in the Lease, the improvements and appurtenances to such Premises exclusively used by the Postal Service (including parking lots, driveways, sidewalks, and fencing), and all equipment and fixtures furnished, or to be furnished, by Landlord under this Lease.

3. **Landlord Responsibilities.** Landlord, except for damage resulting from, and to the extent of, the negligence of the Postal Service agents or employees (which portion of the damage arising directly from Postal Service agent or employee negligence shall be the responsibility of the Postal Service), is responsible for maintenance of, repairs to, and, if necessary, replacement of:

   a. **Structural Elements.** All structural elements, exterior or interior wherever located on the Property, including but not limited to: the foundation; column supports; bearing walls; retaining walls; bridges; floors (but not including floor covering); and similar structural elements or features.
   b. **Lighting Systems.** All lighting systems, including all components thereof, such as, by way of example and not in limitation, ballasts, poles, and light fixture covers (but not light bulbs).
   c. **Roof.** All parts of the roof system including, but not limited to: the roof covering; flashing and insulation (including around any roof-top equipment); roof beams, joists, and deck; soffit and fascia; and gutters and downspouts. Landlord shall be responsible for the timely removal of snow and ice from the roof. Landlord will also be responsible for regular cleaning of all gutters, downspouts, troughs, scuppers, roof drains, etc.
   d. **Pest Control.** Inspection, prevention and eradication of termites and other wood-eating insects and any damage resulting therefrom.
   e. **Construction Defects.** Defects in building construction or installation of equipment, fixtures, or appurtenances furnished by Landlord.
   f. **Casualty.** Damage from Acts of God; acts of public enemy, riot or insurrection; and vandalism, and damages resulting from fire or other casualties.
   g. **Well and Septic Systems.** Any necessary replacement of any part or all of the well and septic systems, including lateral fields. If replacement of either system becomes necessary as a result of the failure of that system, Landlord remains responsible for providing an operating well system and septic system. Landlord is also responsible for any inspections of these systems required by governing bodies. Landlord is responsible for the permitting and routine maintenance of the well system and septic system, including any necessary pumping and cleaning of the septic system. While all or any part of such well or septic system is not functioning, Landlord shall provide, at Landlord's sole cost, risk and expense, potable water and sanitary facilities at the Premises and shall maintain the same in good working order until the well and septic system are functioning as required by the Postal Service.
   h. **Utilities.** All utilities, including all systems and structures and the components thereof which deliver such utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls, under floors and

inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment needs. This also excludes interior sinks, toilets, electrical panels, electrical outlets, and HVAC units.

i. **Water remediation.** Inspection and remediation of recurring pooling and ponding water (interior and exterior) that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances.

j. **Retention Ponds.** Any retention ponds.

k. **Sink Holes.** Any sink holes and any damage resulting therefrom.

l. **Exterior Site Related Issues.** All site related issues at the exterior of the Property, including but not limited to, damage caused by trees, overhanging branches, and roots (whether such items cause damage either on or off the Property) that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances (but not including landscaping).

4. **Completion of Maintenance, Repair, or Replacement by Landlord.**

a. If the Landlord is required to maintain, repair or replace something under this Lease, including, without limitation, this Rider, Landlord must perform all maintenance, repairs and replacements promptly and in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in the Postal Service's notice. If Landlord does not finish the maintenance, repairs or replacements within the time period set forth in the Postal Service's notice, then unless the Landlord requests more time, and the Postal Service grants more time using its reasonable judgment, then the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord.

b. In the case of an emergency (as reasonably determined by the Postal Service), then notwithstanding the above provision, the Postal Service may give Landlord notice by phone or other method and may give such shorter notice as is practicable under the circumstances. Upon notice, Landlord must immediately start the maintenance, repairs or replacements and if Landlord fails to start such maintenance, repairs or replacements immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government.

c. In addition to any other remedies of the Postal Service, the Postal Service may abate Rent and all other payments and reimbursements due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenantable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and other payments and reimbursements due or to become due to Landlord will be abated in proportion to the impairment or loss of use as determined by the Postal Service. No exercise by the Postal Service of its right to rent abatement as stated above is intended to extend the time periods for the completion of any maintenance, repair or replacement set forth above.

5. **Health and Safety.** In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations

(CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);

b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and

c. take all other proper precautions to protect the health and safety of:

(1) any laborer or mechanic employed by the Landlord in performance of this Lease;

(2) Postal Service employees; and

(3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.

Utilities and Services Rider

Facility Name/Location
BALDWIN PARK - IRWINDALE BR (050480-002)
16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

County: Los Angeles
Lease: Q90000910862

Unless otherwise indicated below, the responsibilities of Landlord identified in this Utilities and Services Rider are a part of the Rent paid under the Lease and are not subject to reimbursement by the Postal Service.

1. **HEAT**

The Postal Service pays all recurring fuel charges to the Premises, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption of fuel.

2. **ELECTRICITY**

The Postal Service will pay all recurring electric bills, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

3. **WATER**

At all times, Landlord must ensure that there is potable water serving the Premises. If at any time the water provided to the Premises is not potable, then the Landlord shall furnish potable water in a quantity sufficient to serve the maximum number of postal employees located at the Premises on a regular basis, and shall ensure such potable water is available at all times. Landlord must pay for all recurring charges related to the provision of such potable water.

The Premises are hooked up to a public water system. The Postal Service must pay for all recurring charges for such water services, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

4. **SEWER**

The Premises are hooked up to a public sewer system. The Postal Service must pay for all recurring charges for such sewer services, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

5. **TRASH**

Postal Service is responsible for all trash removal and disposal from the Premises and will provide its own trash receptacle or receptacles at its cost in a location acceptable to the Postal Service either on the Premises or in the common areas, if any.

6. **SNOW**

The Postal Service agrees to remove snow and ice at the cost of the Postal Service from only those areas used exclusively by the Postal Service, which may include all or only portions of the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, and any other areas providing exclusive access to the Premises used by the Postal Service's employees, contractors, or customers (including,but not limited to, stairs, handicap access ramps, carrier ramps, etc.). The Postal Service is not responsible for, and will not pay the costs of, the removal of snow and ice from the roof or any areas not exclusively used by the Postal Service. Landlord is responsible for and must pay the costs of the timely removal of snow and ice from the roof, as well as all areas not exclusively used by the Postal Service.

Facility Name/Location
BALDWIN PARK - IRWINDALE BR (050480-002)
16025 CALLE DEL NORTE, BALDWIN PARK, CA 91706-9997

County: Los Angeles
Lease: Q90000910862

7. **CUSTODIAL SERVICES**

Custodial Services for purposes of this Lease means the following: all duties considered necessary or desirable by the Postal Service to maintain cleanliness at the Premises and the Property. Custodial services include, but are not limited to the following tasks: vacuum and mop floors, empty trash containers, clean windows, sanitize bathroom fixtures and carry out any other tasks related to cleaning dirt and debris from the inside or the outside of a particular building, including the parking areas, driveways, drive aisles, entrances, exits, sidewalks, lighting, and other exterior features. Custodial services do not include landscaping, or roof or gutter cleaning.

The Postal Service will provide its own custodial services for the interior and exterior of the Premises at such time and in such manner as the Postal Service considers necessary.

8. **LANDSCAPING**

Landscaping for purposes of this Lease means an exterior area devoted to or developed and maintained with plantings, decorative outdoor landscape elements, sculptures, benches, water features, paved or decorated surfaces of rock, stone, brick, block or similar material (excluding sidewalks, driveways, parking, loading or storage areas).

The Postal Service has no responsibility for any landscaping, except that the Postal Service will be responsible for cutting the grass and trimming low shrubs at such times and in such manner as the Postal Service determines necessary in its sole discretion.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Nov 20, 2024

COMMISSION AGREEMENT

This Commission Agreement (this "Agreement"), made as of the last date written below, is between **CITY OF IRWINDALE** ("Lessor"), and **Jones Lang LaSalle Americas, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement"), ("Agreement"),** and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker if a lease ("Lease") is executed by Lessor and the United States Postal Service ("Tenant") for that certain real property described as:

BALDWIN PARK IRWINDALE BR, 16025 CALLE DEL NORTE, BALDWIN PARK, CA
USPS Property ID 050480-002
Hereinafter, the "Property"

1. Lessor will pay Broker, and Broker will accept as its compensation for representing Tenant in connection with the Lease a commission equal to:

Annual Rent	Aggregate Lease Value	Commission Rate	Commission Amount Due
$24,800.00	$124,000.00	3.85%	$4,800.00

2. The commission will be earned 100% upon full execution of the Lease and will be paid to Broker within thirty (30) days.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any extension, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder.
5. This Agreement shall be construed under and in accordance with the laws of the state in which the Property is located. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. THE PARTIES HEREBY WAIVE TRIAL BY JURY. Delinquent payments hereunder shall earn interest at the rate of one-and-a-half percent (1.5%) per month from the date due until paid.
6. In the event of a sale or other conveyance of the Property by Lessor, any portion of the commission which has not yet been paid to Broker pursuant to this Agreement shall thereupon become due and payable by Lessor in full upon closing of the sale or conveyance of the Property, unless the buyer or new owner of the Property executes and delivers to Broker an agreement, reasonably acceptable to Broker, which assumes the obligation to pay the unpaid portion of the commission to Broker. If the foregoing occurs, then Lessor shall have no further liability for the unpaid portion of the commission.
7. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the Property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease, or a lease is fully executed.
8. Pursuant to applicable state code or statute, Broker reserves the right to file a lien on the Property to secure the commission due to Broker hereunder.
9. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
10. Lessor acknowledges that a client fee share may be payable by Broker to Tenant, if allowed by applicable law.
11. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs, and that this Agreement binds such party.

BROKER:
Jones Lang LaSalle Americas, Inc.

By:_____

Name and Title

Dated:_____

LESSOR:
CITY OF IRWINDALE

By:_____

Name and Title

Dated:_____

Item #24.I.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Update and Expenditure Plan for Use of the Remaining American Rescue Plan Act (ARPA) Funding.

City Manager's Recommendation:

That the City Council (1) Receive an update regarding the American Rescue Plan Act (ARPA), and (2) **Adopt Resolution No. 2024-108-3585** entitled, "A Resolution of the City Council of the City of Irwindale Amending the FY 2024-2025 Operating Budget and Appropriating American Rescue Plan Act (ARPA) funds for Various City Needs".

Administrative Action:

Submitted / Prepared / Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

In March 2020, due to the rampant spread of Coronavirus (Pandemic), a state of emergency was declared at the local, state, and federal levels and stay-at-home orders issued, which had an enormous

impact on the local, state and national economy as well as the City's finances.

On March 11, 2021, President Biden signed into law the American Rescue Plan Act (ARPA), a $1.9 trillion stimulus package, to counteract the economic impacts of the pandemic. The bill provided $350 billion to state, territorial, local and tribal governments, of which, $19.53 billion was to support tens of thousands of non-entitlement units of local government, which are local governments typically serving a population under 50,000.

The City of Irwindale received $345,914. ARPA funds must be spent or appropriated for use for the period between March 3, 2021, and December 31, 2024. However, the funds do not have to be actually expended until December 31, 2026. The U.S. Treasury final Rule gives recipients substantial flexibility for each government to meet local needs—including government services, support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the crisis. These funds can also be used to make investments in water, sewer, and broadband infrastructure.

The stated goals of the funds were:

- Support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control
- Replace lost revenue for eligible state, local, territorial, and tribal governments to strengthen support for vital public services and help retain jobs
- Support immediate economic stabilization for households and businesses
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic

The City Council previously approved staff's recommendation to use $283,700 as follows:

FY 2021-2022 - $64k to provide for a one-time premium pay retention bonus for eligible IPOA employees who worked during the pandemic, and were employed by the City at the time the MOU was approved.

FY 2022-2023 - $133,700 – $82,700 for one Police Vehicle, $21k for Council Chamber Audio, $10k for Agenda Management Solution, $8k for Office 365 License Subscription (25%), $6k for Environmental Compliance Software, $6k for Wireless Access Point, Adobe Sign, and Internet Service for Field Inspection.

FY 2023-2024 - $86k to replace a 2004 Ford Handicap Van for the Senior Center. This amount was later adjusted for the vehicle's market price at $8,989.

Staff is recommending the remaining $53,225 ARPA funds be allocated as follows:

FY 2024-2025 - $33,147 to Replace Nine (9) Park Benches, $16,505 for Three (3) iPads, Seven (7) Touch Screens, and One (1) Exercise Bike for Senior Center, $2,140 additional amount needed for the purchase of the Van for the Senior Center, and $1,433 games for Recreation.

Fiscal Impact:

Although the City has already received $345,914 in ARPA funds from the federal government, the City Council's appropriation and reallocation of these funds will have no net fiscal impact on the City. With these ARPA funds guaranteed to be obligated by the deadline of December 31, 2024, and expended by the deadline of December 31, 2026, the City will be in compliance with the Treasury Department's Final Rule requirements and avoid having to return these funds to the federal government.

Attachments:

1. Resolution No 2024-108-3585

RESOLUTION NO. 2024-108-3585

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE FY 2024-2025 OPERATING BUDGET AND APPROPRIATING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR VARIOUS CITY NEEDS

WHEREAS, the United States Congress passed and President Biden signed the American Rescue Plan Act of 2021, on March 11, 2021; and

WHEREAS, the American Rescue Plan Act of 2021 (ARPA), a $1.9 trillion dollar relief bill, established the Coronavirus State and Local Fiscal Recovery Funds to provide $19.53 billion in emergency funding for eligible non-entitlement units of local governments; and

WHEREAS, the City of Irwindale was allotted and received $345,914 in ARPA funding; and

WHEREAS, the Coronavirus Local Fiscal Recovery Fund (Recovery Fund) is intended to provide support to State, local, and Tribal governments in responding to the impact of COVID-19 on communities, residents, and businesses; and

WHEREAS, the Recovery Funds is also intended to help local governments address the revenue losses experienced as a result of the crisis the Recovery Fund is meant to provide assistance to households, small businesses and nonprofits, aid to impacted industries, and to invest in infrastructure, including water, sewer, and broadband services; and

WHEREAS, staff has identified several projects the Recovery Funds is also intended to help local governments address the revenue losses experienced as a result of the crisis the Recovery Fund is meant to provide assistance to households, small businesses and nonprofits, aid to impacted industries, and to invest in infrastructure, including water, sewer, and broadband services.

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

SECTION 1. The City Council hereby finds the above Recitals true and correct and incorporates them herein by this reference.

SECTION 2. The City Council of the City of Irwindale herby approves a budget amendment made on July 1, 2024, to FY 2023-2024 adopted budget in the amount of

$8,989 using ARPA Funds, for the additional amount needed to acquire the Handicap Van for the Senior Center.

SECTION 3. The City Council of the City of Irwindale herby approves the budget amendment to the FY 2024-2025 adopted budget by appropriating the remaining $53,225 of ARPA funds and authorize the expenditure of the said amount for the following governmental services:

$33,147 to Replace nine (9) Park Benches, $16,505 for Three (3) iPads, seven (7) Touch Screens, and one (1) Exercise Bike for the Senior Center, $2,140 additional funds now needed for the purchase the Handicap Van for the Senior Center, and $1,433 games for the Recreation.

SECTION 4. The City Council of the City of Irwindale herby authorizes City Staff to take all necessary actions to implement the intent of this Resolution using ARPA funds on eligible expenditures and to finalize and comply with both reporting and review requirements mentioned under both Federal and State statutes.

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

SECTION 5. That the Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 11th day of December 2024.

_____
, 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. 2024-108-3585 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 11th day of December 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #24.J.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Memorandum of Understanding with the Irwindale Police Officers' Association (IPOA)

City Manager's Recommendation:

Approve the Memorandum of Understanding by and between the City of Irwindale and the Irwindale Police Officers' Association July 1, 2024 – June 30, 2027.

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, Human Resources / Risk Manager

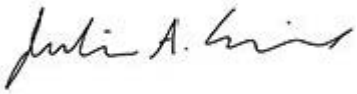
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Memorandum of Understanding (MOU) between the City of Irwindale (City) and the Irwindale Police Officers' Association (IPOA) expired on June 30, 2024. Pursuant to the Meyers-Milias-Brown Act (MMBA), representatives from the City and IPOA commenced negotiations for a successor MOU (IPOA MOU 2024-2027) in March 2024. On August 28, 2024, the City Council adopted Resolution No. 2024-74-3551, accepting a Tentative Agreement for a Successor MOU with the IPOA. The IPOA MOU 2024-2027 incorporates all negotiated deal points previously approved by the City Council through the Tentative Agreement.

The City's labor relations representatives and representatives for the IPOA have concurrently and jointly prepared the IPOA MOU 2024-2027, subject to City Council approval. Once approved by the governing body of a local agency, an MOU becomes a binding agreement between the employee organization and the local agency.

Fiscal Impact:

The fiscal impact of all approved negotiated changes to the IPOA MOU 2024-2027 for each covered fiscal year was identified when the Tentative Agreement was approved. Changes have been incorporated into the FY 2024-25 budget and will be reflected in future budgets.

Attachments:

1. Irwindale Police Officers' Association (IPOA) MOU 2024-2027

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE CITY OF IRWINDALE AND

THE IRWINDALE POLICE OFFICERS' ASSOCIATION

JULY 1, 2024 – JUNE 30, 2027

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ARTICLE 01
RECOGNITION OF THE ORGANIZATION

SECTION 01.01 UNIT & UNION RECOGNITION

For the purposes of meeting its obligations under this Memorandum of Understanding (hereinafter referred to as the "MOU"), the Meyers-Milias-Brown Act, Government Code Sections 3500 et seq, City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Irwindale (hereinafter referred to as the "City") hereby affirms its recognition of the Irwindale Police Officers' Association (hereinafter referred to, along with any successor employee organizations, as the "Recognized Employee Organization"), an unincorporated association, as the exclusive and majority representative of the employee bargaining unit containing the following position titles and salary ranges, effective July 1, 2024, (hereinafter referred to as the "IPOA Unit"):

Position Title	Salary Range
Police Sergeant	63
Police Officer	52
Police Dispatcher/Clerk	38
Reserve Police Officer	Hourly (at will)

ARTICLE 02
TERM OF MOU

SECTION 02.01 TERM ESTABLISHED

The term of this MOU shall be effective from and after July 1, 2024 and shall expire at midnight on June 30, 2027.

ARTICLE 03
CITY MANAGEMENT RIGHTS

SECTION 03.01 CITY RESPONSIBILITIES AND RIGHTS

Except as expressly modified or restricted by a specific provision of this MOU, past practice, or other City enactment, federal or state law, all managerial rights, prerogatives, and functions that are inherent and/or established by statute, regulation, local ordinance, local resolution, or judicial, administrative or common law, are retained and vested exclusively in the City.

ARTICLE 04
EMPLOYEE ORGANIZATION RIGHTS

SECTION 04.01 MEMBERSHIP AND DUES DEDUCTION

Recognized Employee Organization is the exclusive bargaining agent for the Unit and shall have the sole and exclusive right to have membership dues and other authorized payments deducted for member employees covered by this Agreement by the City.

Recognized Employee Organization shall certify that it has and will maintain authorizations signed by each member employee for the deduction of membership dues and other authorized payments, and shall provide the certification to the City on an annual basis. Recognized Employee Organization shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or the terms of the authorization.

Upon the receipt of such certification from Recognized Employee Organization, the City shall provide for payroll deductions twice per month, with half of the monthly dues deducted from the first paycheck of the month, and the remaining balance of the monthly dues deducted from the second paycheck of the month, for a total of 24 deductions per calendar year of Recognized Employee Organization's dues and other authorized payments, in the amount certified to be current by Recognized Employee Organization. The City shall remit the total amount of deductions and authorized payments to Recognized Employee Organization on a monthly basis. The City shall make, cancel, or change membership dues and other authorized payments only upon receipt of certification from Recognized Employee Organization, and shall decline to make, cancel, or change membership dues and other authorized payments from any individual employee. Any change or cancellation in dues deductions shall be certified and provided to the City within thirty (30) days prior to the effective date of such change or cancellation. Recognized Employee Organization shall notify the City within ten (10) working days of any discrepancy(ies) concerning dues or other authorized payments pursuant to this Article. If Recognized Employee Organization does not notify the City of any discrepancy within ten (10) days, then the City shall be relieved of any responsibility.

Membership within and/or payment of any dues or fees to Recognized Employee Organization shall not be a condition of employment with the City. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining Recognized Employee Organization.

SECTION 04.02 INDEMNIFICATION OF CITY

Recognized Employee Organization shall indemnify, defend, and hold harmless the City for (i) any claims made by an individual employee relating to deductions made in reliance upon any certification from Recognized Employee Organization; and (ii) any liability arising from any claims, demands, or other action relating to the City's compliance with this provision relating to maintenance of membership. The City shall have the right to select and direct legal counsel in the case of any challenge to the City's compliance with this provision, and Recognized Employee Organization agrees to pay any attorney, arbitrator, or court fees, costs and expenses related thereto or associated therewith. Any claims, demands, disputes arising from the application or interpretation of this provision shall be filed with Recognized Employee Organization and shall not be subject to the City's grievance procedure.

SECTION 04.03 REPRESENTATIVES' RIGHTS

The Recognized Employee Organization may select a total of four (4) representatives for the IPOA Unit for purposes of labor negotiations. The Recognized Employee Organization shall give to the City a written list of employees who have been selected as representatives upon written request of the City. For purposes other than labor negotiations (such as grievances and/or disciplinary actions), IPOA Unit members shall be entitled to select any one representative of their choice from the IPOA Unit and/or an attorney to assist them in such matters.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

Representatives shall notify and obtain permission from their supervisor before leaving their work to transact any employee organization business. Permission will be granted promptly unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the representative will be immediately informed when the time will be available.

The Recognized Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative.

SECTION 04.03 ALLOWED TIME FOR REPRESENTATIVES.

The City agrees to allow representatives an average of two (2) hours per month to transact and discuss employee organization business during their regular working hours subject to the discretion of the Chief of Police or designee.

SECTION 04.04 ACCESS TO NEW EMPLOYEE ORIENTATIONS AND PROVISION OF NEW EMPLOYEE INFORMATION (AB 119 PROVISIONS)

The City will notify the Union President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Union President with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The Union shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU.

The City will provide the Union President a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

SECTION 05.01 EMPLOYEE ORGANIZATION PROHIBITED CONDUCT

The Recognized Employee Organization, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute a just cause for discipline. Taking joint action or joining other employee organization(s) to engage in such activity is included in this prohibition.

SECTION 05.02 CITY PROHIBITED CONDUCT

The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this MOU or applicable ordinance or law.

ARTICLE 06
BASIC COMPENSATION PLAN & OTHER PAY BENEFITS

SECTION 06.01 BASIC COMPENSATION PLAN

The City has established a basic compensation plan through Council Resolution for all represented unit members.

SECTION 06.02 SALARY AND WAGE SCHEDULES

A FY 2024-25: Effective September 1, 2024, there shall be a five percent (5%) across-the board base salary cost of living adjustment ("COLA") increase for all employee classifications in the IPOA bargaining unit. Bargaining unit members' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA. The salary schedule is set forth in Attachment A-1.

B. FY 2025-26: Effective the first payroll period commencing on or after July 1, 2025, there shall be a four percent (4%) base salary increase for all IPOA represented employees. Bargaining unit members' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA. The salary schedule is set forth in Attachment A-2.

C. FY 2026-27: Effective the first payroll period commencing on or after July 1, 2026, there shall be a three and a half percent (3.5%) base salary increase for all IPOA represented employees. Bargaining unit members' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA. The salary schedule is set forth in Attachment A-3.

SECTION 06.03 BILINGUAL BONUS PAY

Effective September 1, 2024, full-time and part-time IPOA Unit members shall be entitled to bilingual pay in addition to basic compensation. Part-time members shall be paid at the rate of $0.50 per hour. Full-time members shall be paid at a capped single or combined rate of two and one-half (2.5%) percent of basic compensation, whichever is greater. These payments shall be made per pay period to those employees who prove proficient in Spanish and/or American Sign Language, and are required to use such languages during the course of City business. The City shall determine qualification requirements and an appropriate exam, which the employees will be required to meet and pass, respectively.

SECTION 06.04 EDUCATION INCENTIVE BONUS PAY

A. The education incentive bonus pay authorized by the previous IPOA MOU continued up to August 31, 2024. Effective September 1, 2024, sworn full-time IPOA Unit members shall be entitled to receive education incentive bonus pay in

addition to basic compensation (with a maximum educational incentive bonus of fifteen percent (15%) of basic compensation) for obtaining California Police Officers Standards and Training (P.O.S.T.) Certificates and College or University Diplomas as set forth by the percentages of basic compensation listed below (but with no doubling of degrees such as two BA degrees, two MA degrees, etc.):

2.5%	Bonus for Intermediate Certificate;
2.5%	Bonus for Advanced Certificate;
2.5%	Bonus for Supervisory Certificate;
2.5%	Bonus for AA/AS Degree or achieved at least "Junior" status or higher at a four year college or university *(Junior status is defined as having completed 60 semester or 90 quarter units)*
2.5%	Bonus for BA/BS Degree;
2.5%	Bonus for MA/MS Degree.
15%	Maximum educational incentive bonus

B. Non-sworn IPOA Unit members shall be entitled to receive education incentive bonus pay in addition to basic compensation as follows in place of receiving the two and one half percent (2.5%) bonus pay referenced in Section 6.04 A above and still with the limitation of no doubling of degrees or cumulative degrees:

1. Unit members with A.A./A.S. degrees or Junior status at college or university. Unit members who have been awarded at minimum an Associate in Arts ("A.A.") degree, an Associate of Science ("A.S.) degree or achieved at least "Junior" year status or higher at a four year college or university, will receive an additional one thousand two hundred dollars ($1,200) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

2. Unit members with B.A./B.S. degrees. Unit members who have been awarded a Bachelors of Arts ("B.A.") or Bachelors of Science ("B.S.") degree will receive an additional one thousand five hundred dollars ($1,500) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

3. Unit members with Master's degree. Unit members who have a Master's degree will receive an additional one thousand eight hundred dollars ($1,800) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

4. Unit members without a degree or less than Junior status at college or university. Unit members who do not meet the degree or educational requirement in subparagraphs 1-3 above, shall be provided an education incentive at a rate of five dollars ($5.00) per month for each three (3) units completed, up to a maximum of one-hundred dollars ($100.00) per month for courses taken while employed with the City. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

C. Effective September 1, 2024, the effective date of the incentive bonus pay will be the date on the proof of education or certificate and will be retroactive to no more than thirty (30) days from when proof of education or certificate is received by Human Resources.

SECTION 06.05 WATCH COMMANDER PAY

One and one half hours at time and a half of bonus pay for full-time officers acting in the capacity of watch commander. Hours worked will be prorated in increments of .25 of an hour, or 15 minutes. An officer servicing in the special assignment of Corporal is not eligible for the pay provided by this Section.

SECTION 06.06 SPECIAL ASSIGNMENT PAY

IPOA Unit members in the following special assignments shall receive the following special assignment bonus pay in addition to basic compensation:

5.0% for up to four (4) Police Corporals (based on current staffing levels and needs of the department);
5.0% for Detective;
5.0% for Detective Sergeant;
2.5% for Range Master;
5.0% for Motor Officer;
5.0% for Commercial Enforcement Officer;
5.0% for K-9 Officer
2.5% for officers acting in the capacity of a Field Training Officer; and
2.5% for full-time permanent Police Dispatcher/Clerks who are acting in the capacity of "Training Dispatcher."

SECTION 06.07 RESERVE OFFICER PAY

The City has two reserve officer classifications, Level I and II, as designated by P.O.S.T. guidelines and who are at-will employees which receive the following pay:

A. Level I: Receives bottom step patrol pay;

B. Level II: Minimum Wage

SECTION 06.08 UNIFORM ALLOWANCE

IPOA Unit members in the following categories shall receive an annual uniform allowance on a separate paycheck to coincide with second paycheck in July as follows:

A. $1,400.00 for all full-time sworn IPOA Unit members;

B. $750.00 for all sworn Reserve Police Officer IPOA Unit members;

C. $900.00 for all full-time Police Dispatcher/Clerk IPOA Unit members;

SECTION 06.09 ANNUAL SERVICE AWARD PAY

Full-time Unit members covered by this MOU shall be entitled on each qualifying employee's fifth (5th) consecutive employment year to "Annual Service Award" pay of thirty dollars ($30.00) for each year worked, which shall be paid in December of the qualifying year at the Employee Annual Service Award Luncheon. If there is no Award Luncheon planned for the year, payment of the service award on a separate check shall coincide with the first paycheck in December of the qualifying year. Part-time employees receive a service award of ten ($10.00) under the same terms. The Unit member must still be employed by the City at the time of the payment to be eligible for this Annual Service Award pay.

SECTION 06.10 LONGEVITY BONUS

Full-time Unit members covered by this MOU hired on or before June 30, 2010 shall be entitled to receive a lump sum twenty thousand dollar ($20,000) longevity bonus only upon meeting each and all of the following terms and conditions:

A. The employee must retire from service at the City (which may include a disability retirement;

B. At the time of retirement, the employee must have completed a minimum twenty-five (25) years of continuous service with the City;

C. The applicable starting date for determining the longevity bonus shall be the first day the employee performed compensable services as a regular full-time employee of the City; AND

D. No longevity bonus shall vest until the employee retires from the City.

All new employees hired on or after July 1, 2010 shall not be entitled to receive any longevity bonus.

SECTION 06.11 MINIMUM PROMOTIONAL COMPENSATION

City Personnel Rules 5.15.1 B is incorporated herein and requires that where an IPOA Unit member "who is promoted shall be compensated at the Step in the new salary range which comes nearest to but not less than five (5%) percent higher than the Step the employee held in the previous salary range."

SECTION 06.12 CORPORAL PAY AND ELIGIBILITY PROTOCOL

To be considered for the Police Corporal special assignment, candidates must meet the following eligibility requirements at the time of application deadline: Possession of an Intermediate POST Certificate, four years as a full-time police officer with at least two years as a full-time Irwindale Police Officer. Appointment to this special assignment shall be at the City's sole discretion consistent with the Police Department Policy Manual.

SECTION 06.13 COMPENSATORY LEAVE

Effective September 1, 2024, eligible IPOA Unit members may accrue a maximum of one hundred forty (140) hours of compensatory leave.

SECTION 06.14 TUITION REIMBURSEMENT PROGRAM

City Personnel Rules Section 15.25 as applied to full-time Unit members is modified by this provision to the extent that the City and the Recognized Employee Organization agree that the City determines funding levels to be set at fifteen thousand dollars ($15,000) total for all full-time IPOA members combined per fiscal year for IPOA member tuition reimbursement during the term of this MOU. IPOA members applying for tuition reimbursement will initially receive twenty percent (20%) of the allocated fifteen thousand dollars ($15,000) per fiscal year. If, at the end of the fiscal year, uncommitted/unencumbered funds are available in the IPOA tuition reimbursement account, these remaining uncommitted/unencumbered funds will be used to further reimburse those employees who have accumulated reimbursable educational expenses in excess of twenty percent (20%) of the total available for that fiscal year. If more than one employee incurs such additional expenses, distribution of the remaining funds will be made equally among said qualifying employees until each individual employee has been fully reimbursed or until the funds have been depleted, whichever occurs first.

To be eligible for reimbursement, unit members must have completed their probationary period. Reimbursement requests must be submitted within 60 days of completing the class or coursework or receiving the passing grade. In addition, the institution must be accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

All courses taken and completed must have prior written approval of the Chief of Police or designee and the City Manager or designee and be related to the Unit member's employment with the City, unless the course is part of classes necessary for obtaining a degree. Upon completion of each course, the Unit member must complete the appropriate City form requesting tuition reimbursement. Reimbursement will be made only after an employee has satisfactorily completed the class or workshop with the grade of C or better or equivalent completion and that evidence of same has been submitted and approved by the Personnel Officer. Unit members requesting reimbursement for course-related textbooks are required to turn the books in to the Human Resources Department. Textbooks should not be marked or written in and they must be in usable condition.

SECTION 06.15 CANINE MAINTENANCE

The parties agree that 13.0 hours of work time per pay period shall constitute equitable and reasonable time worked for any and all maintenance of the assigned canine (if and when canine service is again utilized.)

ARTICLE 07
HOURS, WORK SCHEDULES & OVERTIME

SECTION 07.01 SWORN NORMAL WORKWEEK & PAYBACK TIME

For purposes of IPOA Unit sworn personnel, the City designates and declares an established and regularly occurring twenty-eight (28) consecutive day work period pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §207(k). The City will pay sworn IPOA Unit members overtime for any hours deemed to have been worked in excess of one-hundred sixty (160) during the designated work period. Overtime requests shall be submitted when IPOA Unit members work hours outside their regularly scheduled shifts, but such requests shall be reconciled against the

one-hundred sixty (160) or forty (40) hour requirement applicable to their sworn or non-sworn position.

Effective November 18, 2008 the City implemented a work schedule consisting of an alternative 3/12.5 flexible work week consisting of three (3) consecutive days with each being a straight 12.5 hour work day.

For sworn personnel, ten (10) hours of additional time worked during a four-week period will go toward payback hours (i.e., court, training, range, patrol overtime, special assignment) counted at straight time. This flexible payback time is necessary for sworn IPOA unit members to meet their one-hundred sixty (160) hour over the twenty-eight (28) day work period obligation. This time shall under normal circumstances be prescheduled for patrol positions as part of a "payback" shift, with the exception on the rare occasion when unforeseeable circumstances may arise requiring more flexibility of proactive scheduling by department management. A training calendar will also be developed and must be adhered to during the twenty-minute schedule overlap. Hours that will not count toward payback time include speedway, watch commander pay, any other reimbursable or grant related assignment and will be paid at time and one half. Any payback time not paid back at the end of the four (4) week work period of sworn employees shall be deducted from the employees' accrued compensatory time or accrued vacation. It is understood that IPOA unit members desire to work off their payback time and do not wish to use vacation or compensatory time, if possible.

A Police Officer may work the payback time off in training or patrol if scheduled. It is agreed that a Police Officer or other employee may be ordered to work at a certain time as needed by the Department upon being given forty-eight (48) hours advance notice. An employee may be ordered to work in an emergency without respect to the forty-eight (48) hour rule. An employee may volunteer to work payback time off at any time when the Chief of Police or designee determines there is a need for additional help. An officer's prescheduled payback shift shall not be canceled unless that officer is given at least seventy-two (72) hours notification prior to that prescheduled payback shift.

Court time may be used to satisfy the payback time obligation each month. No IPOA Unit member, however, will be paid for the hours between Night Watch or End of Watch (E.O.W.) at 6:00 a.m. and the time court pay becomes effective (8:00 a.m. or later). A Night Watch Officer will not be held over to cover for a Day Watch Officer who is required to be in court. The Day Watch will suspend minimum manning requirements if the Officer will be in court only a short time. If a longer court session is required, the Watch Commander may make other arrangements as required, recognizing that a Night Watch Officer who is asked to fill in for an Officer leaving for court will not be paid until 8:00 a.m. or later when the Day Watch Officer actually leaves for court.

SECTION 07.02 POLICE DISPATCHER/CLERK WORKWEEK

For Police Dispatcher/Clerks covered by this MOU, the agreed work schedule is a forty (40) hour work week consisting of three work days of any combination of 13.5, 13.5 & 13 hour work shifts that equal forty (40) hours in a workweek with no payback time owed. It is agreed that dispatcher/clerks are to remain on-call and remain in the Police Department while on their thirty (30) minute paid meal break during their shifts. In exchange for this schedule, the City had increased dispatcher/clerks salary cost of living adjustment pay an additional one (1%) percent over sworn IPOA Unit members to compensate for lost built-in overtime, but the dispatcher/clerks agree to reduce their salary by one (1%) percent in the event that the City returns to a schedule that has built-in overtime.

SECTION 07.03 CALCULATION OF OVERTIME

For non-exempt positions within the IPOA Unit, which do not meet one of the FLSA exemption categories, vacation or compensatory time used will be included as time worked for purposes of calculating FLSA overtime. Legal holidays, for which City Offices are closed, will be recognized as time worked for purposes of calculating FLSA overtime. Sick leave, evaluated on a per workweek basis, will not be recognized as time worked for purposes of calculating FLSA overtime; however, this does not apply to outside agency overtime assignments from which the City can recover full cost of the employee's overtime.

Overtime for non-exempt positions within the IPOA Unit shall be compensated in one of the following two ways:

A. As paid time at the one-and-one half rate of pay; or
B. As compensatory time as accrued at the one-and-one half rate of pay.

Compensatory time accumulated is vested time and must be utilized or paid in conjunction with termination of employment.

All overtime worked in less than one (1) hour increments in a work shift shall be compensated for in the following manner:

Time Worked	Overtime Compensation
0-15 minutes	.25 hour x 1.5
16-30 minutes	.50 hour x 1.5
31-45 minutes	.75 hour x 1.5
46-60 minutes	1 hour x 1.5

SECTION 07.04 4/10 WORK SCHEDULE FOR POLICE DETECTIVES, K-9 OFFICERS, COMMERCIAL ENFORCEMENT OFFICERS, AND MOTOR OFFICERS

Commercial enforcement officers and motor officers shall be scheduled to work the 3/12.5 schedule as described in Section 7.01.

SECTION 07.05 PREPARATION OF WORK SCHEDULES

Schedules will be prepared in advance by administrative staff and will cover a period of sixteen (16) weeks. Each schedule shall consist of a designated team of sergeant/supervisor, police officers and police dispatcher/clerks, with said team remaining intact for each sixteen (16) week schedule. Based upon the needs of the Department and their sole discretion, the Chief of Police or designee shall retain the right to modify any particular team member's shift schedule. Schedules for Sergeant and Patrol will be kept separately, but will change at the same time. The Chief of Police or designee may, if necessary, place a Senior Patrol Officer in the Sergeant's schedule. Dispatch scheduling, though separate, will change along with Patrol and Sergeant's schedules on a sixteen (16) week basis. New Patrol officers, including entry level and lateral officers, upon completion of their FTO training, will not rotate up in the schedule choice list for two shift periods (32 weeks). The Chief of Police or desingee reserves the right to modify an individual's shift schedule at any time if Police Department needs require it. For sworn IPOA Unit members, routine shift changes on a day-for-day basis will continue to be permitted subject to current approval procedures; however, shift changes involving an entire four (4) week period or more will not be permitted.

SECTION 07.06 PART-TIME EMPLOYEE HOURS CAP

The City reserves the right to not schedule or work part-time IPOA Unit members more than nine hundred ninety-nine (999) hours in any fiscal year.

SECTION 07.07 INJURY ON DUTY

If the City is able to accommodate the work restriction(s) stipulated by the employee's medical provider, the employee shall be placed on light-duty status and may be assigned to work a 4/10 hour work week, Monday through Thursday, 0730 to 1800 hours. Any exceptions to this schedule may be made with appropriate advanced notice to the employee with approval of the Chief of Police or designee. Employees on light-duty status will work a 40-hour work week and are not authorized to work overtime or accrue compensatory time, unless authorized by the Chief of Police or designee, if deemed necessary. The City shall pay employees up to a maximum of four (4) hours per workday for doctors' appointments and/or medical treatment that occur during light duty work hours. Employees shall not be paid for doctors' appointments and/or medical treatment that occur during their scheduled time off. The City reserves the right to re-evaluate whether or not it can accommodate an employee's work restriction(s) while the employee is on light duty status. The City may change an employee's light duty status to off work status if the City can no longer accommodate the work restriction(s).

A. If the City cannot accommodate the work restriction(s) stipulated by the employee's medical provider, the employee shall be placed on off-work status. The City reserves the right to re-evaluate whether or not it can accommodate an employee's work restriction(s) while employee is on off-work status. The City may change an employee's off work status to light duty status if the City can accommodate the work restriction(s).

B. If an employee has been released to full duty but still requires ongoing medical treatment AND before the employee is declared permanent and stationary, the employee shall be paid for doctors' appointments and/or medical treatment, up to a maximum of four (4) hours per work day. However, ALL of the following conditions must be met:

1. For Miscellaneous employees: Employee is scheduled to work during the appointment time.

2. For Safety employees:

a) Employee is scheduled to work during the appointment time.

b) Employee's doctor's appointment or medical treatment is at a facility within 6 miles of Irwindale Police Station.

c) Employee remains in uniform and can respond to call for service.

d) Employee is driving a City vehicle.

D. Employees released to full duty shall not be paid for doctors' appointments and/or medical treatment that occur during their scheduled time off.

SECTION 07.08 SHOW-UP TIME

Effective September 1, 2024, IPOA Unit members shall receive a minimum of four (4) hours for court show-up and three (3) hours for any other call in or call back such as, but not limited to, assigned special events and outside details.

SECTION 07.09 COURT STANDBY TIME

If a police employee is issued a valid Standby (On-Call) court subpoena and is off that day, they will be compensated from the hours of 0830 hours to 1700 hours unless or until notified by the court, the district attorney's office of the department's court liaison or supervisor, that the police employe is no longer on Standby. Standby compensation shall end concurrent with said notice being provided. The department court liaison officer or supervisor shall, notify the affected employee via telephone message and department email that he police employee is no longer on Standby. Notice is deemed made and completed at the time of the notice being transmitted. Notice shall be effective for all purposes in this section, regardless of whether or not the employee actually accesses the notice. Notices from the court or district attorney's office shall be effective for all purposes in this section, when transmitted either personally or in the manner provided herein by department personnel. If the police employee is not notified of the cancellation of the court Standby tie, the affected employee shall be permitted to submit of the time (0830-1700 hours) where they were not notified of the cancellation of the Standby time. The police employee will be compensated at the employee's regular pay rate, at half time, for the entire time the police employee is considered to be on Standby time. Example: A police employee is placed on court Standby time for the day. The court Standby time is 8.5 hours, however; the employee will be paid 4.25 hours at the regular rate for the court Standby time.

ARTICLE 08
VACATION BENEFIT

SECTION 08.01 VACATION ACCRUAL

Unit members shall accrue vacation leave in accordance with the formula below. The number of hours accrued bi-weekly is as follows:

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

Accrual at the next highest incremental rate shall begin with the next pay period following the Unit member's anniversary date of commencement of full-time continuous employment with the City.

Effective September 1, 2024, hours accrued over two hundred seventy-five (275) shall be cashed out at one hundred percent (100%) to be included in the first paycheck in January 2025. The parties hereto modify/clarify the City's Personnel Rules Section 14.15.4 such that cash out of vacation leave shall be paid at the Unit member's "basic rate of pay" as opposed to "regular rate of pay."

Effective January 1, 2025 and going forward, the cap on vacation accrual shall be three hundred fifty (350) hours. Once an employee has accumulated the maximum accrual amount of three hundred fifty (350) hours, no more vacation leave will be accrued by the employee until the accrual has been reduced below the cap. However, when, due to work circumstances and needs of the department, an employee is unable to utilize vacation leave, they shall request approval for excess accumulated vacation. The City Manager or designee will not unreasonably deny such request, provided the employee reduces this total below the cap within six (6) months.

SECTION 08.02 USE OF VACATION

The dates of vacation leave may be selected by the employee based upon the procedures set forth in the Department's General Orders except as modified herein, but shall be subject to prior approval of the employee's department head. Employees requesting over forty (40) hours of vacation must submit such requests with twenty-one (21) days advance notice. This notice requirement shall be excused only in cases of emergency as determined by the Department. All vacation time shall be taken in minimums of fifteen (15) minute increments.

A probationary employee shall not be eligible to utilize vacation leave during the first six (6) months of initial full-time employment with the City except with the prior approval of the employee's department head and the City Manager or designee.

ARTICLE 09
HOLIDAY BENEFIT

SECTION 09.01 HOLIDAY PAY FOR FULL-TIME IPOA MEMBERS

All full-time IPOA members shall annually receive a maximum of one hundred forty (140) hours paid at time and one half (1 ½) as follows: ten (10) hours paid on each of the first paycheck of the month for January through October, ten (10) hours paid the first paycheck in November, and ten (10) hours paid the second paycheck in November, ten (10) hours paid the first paycheck in December and ten (10) hours paid the second paycheck in December. Holiday time paid during any four (4) week period may not be used or credited against "payback" time. The Holiday pay provided by this Section is separate and distinct from regular work time and is not intended to create any additional or earlier obligation to pay overtime.

ARTICLE 10
LATERAL HIRE SPECIAL ACCRUAL AND BENEFIT RULES

SECTION 10.01 SPECIAL RULES

The following policy changes are agreed upon for newly hired lateral personnel who are hired into the IPOA Unit, with "lateral" being defined as coming from the same or a substantially similar position with another law enforcement agency and/or a person recognized as a "lateral" by the P.O.S.T. Commission. In addition, for sworn personnel, a lateral is defined as a candidate who possesses a Basic P.O.S.T Certificate, has completed probation at their current agency, and has successfully completed a Field Training (FTO) program.

A. Lateral sworn personnel (and no others) shall have their probation reduced to a six (6) month period commencing from the date of employment, subject to extension as provided by the City Personnel Rules.

B. Lateral Police Dispatchers/Clerks shall be subject to a reduced probation of only a six (6) month period commencing from the date of employment, subject to extension as provided by the City Personnel Rules.

C. All IPOA Unit member laterals hired on or after November 5, 2017, shall start at the salary step within their classification salary range that is immediately above their previous rate of pay, but not to exceed a five percent (5%) difference, and only if such a step exists, otherwise it shall be top step of the classification salary range.

ARTICLE 11
LEAVES OF ABSENCE

SECTION 11.01 SICK LEAVE ACCRUAL

Full-time IPOA Unit members shall be credited with 3.693 hours of sick leave bi-weekly per the City Personnel Rule 14.20.3. Use of sick leave shall be in accordance with City Personnel Rules Section 14.20.

SECTION 11.02 ELECTIVE CASH OUT OF VACATION AND SICK LEAVE

Annual elective cash-out of vacation and sick leave accruals shall be limited to a maximum of one hundred (100) total hours per calendar year of accrued vacation or sick leave to be converted, and, in compliance with Department of Treasury, Internal Revenue Service ("IRS") regulations (section 1.451-1(a)) must comply with the following:

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

B. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless a written rescission is received by Human Resources no later than December 15th of the calendar year prior to conversion.

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

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

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

F. Unit members may not convert sick leave in an amount that would reduce their sick leave balance to less than eighty (80) hours.

G. Effective January 1, 2025 and going forward, Unit members may not convert sick leave in an amount that would reduce their sick leave balance to less than two hundred (200) hours.

The parties hereto modify/clarify the City's Personnel Rules Section 14.20.4 such that the City agrees to provide Sick Leave cash out upon an employee's separation or elective cash out request, as follows:

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

Unit members hired on or after August 29, 2024, shall not be eligible for elective sick leave cash out or cash out of sick leave upon separation of employment or retirement from the City.

Unit members hired on or after August 29, 2024, shall be eligible to bring with them up to one hundred (100) hours of sick leave from their prior employer, so long as the new employee's prior employer did not compensate the employee for their sick leave bank.

Effective August 29, 2024, and going forward, Unit members who are terminated for cause shall not be eligible for any sick leave cash out upon termination of employment.

The parties hereto modify/clarify the City's Personnel Rules Section 14.15.4 such that cash out of both vacation and sick leave shall be paid at the Unit member's "basic rate of pay" as opposed to "regular rate of pay."

The cash out limit of one hundred (100) hours per calendar year shall not apply to any cash out of vacation or sick leave upon separation of employment or retirement from the City.

SECTION 11.03 BEREAVEMENT LEAVE

Consistent with the City's Bereavement Leave Policy, Unit members shall be entitled to bereavement leave of up to five (5) working days (no more than forty (40) hours of which would be paid for full-time unit members) per incident. If the Unit member requires more than forty (40) hours for bereavement, they may use vacation leave, sick leave, or compensatory time off that is otherwise available to the Unit member with prior approval, where appropriate.

SECTION 11.04 TRAINING CONFERENCE LEAVE

Except for Patrol Officers, when an employee is scheduled to attend a conference or training program Monday through Friday, their work hours will be 8:00 a.m. to 5:00 p.m., Monday through Friday, so there is no issue that they are eligible for overtime while attending the conference or training. "Payback" time will be applied for Patrol Officer training periods outside of the regular shift. When no "payback" time is available, overtime time will be paid or compensatory time will be accrued.

SECTION 11.05 JURY DUTY

Any permanent or probationary full-time employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty per the City Personnel Rules Section 7.05. An IPOA Unit member serving jury duty leave, however, shall not be granted additional compensation when such leave extends beyond the employee's regularly scheduled workdays per week to their days off. An employee scheduled for jury duty on a day off will be entitled solely to that employee's mileage and court provided compensation for that day, if any.

SECTION 11.06 WITNESS LEAVE

The City Personnel Rules Section 7.05 JURY DUTY AND WITNESS LEAVE as applied to IPOA Unit members provides for non-work related legal witness leave.

ARTICLE 12
MEDICAL, INSURANCE AND RELATED BENEFITS

SECTION 12.01 MEDICAL BENEFITS

Medical benefits shall be under the California Public Employees' Retirement System ("CalPERS") medical program. The City pays one hundred percent (100%) of the premium for any CalPERS medical plan for full-time IPOA Unit members and their eligible dependents.

SECTION 12.02 DENTAL BENEFITS

The City pays one hundred percent (100%) of the premium for one of two dental plans offered by the City for full-time IPOA Unit members and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

SECTION 12.03 VISION BENEFITS

The City pays one hundred percent (100%) of the premium for a vision plan for full-time IPOA Unit members and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

SECTION 12.04 GROUP LIFE INSURANCE

The City pays one hundred percent (100%) of the premium of a group life insurance policy for full-time IPOA Unit members which provides one (1) times annual earnings (as defined in policy) to a maximum of one hundred thousand dollars ($100,000) and coverage for spouse and children of five thousand dollars ($5,000).

SECTION 12.05 ACCIDENTAL DEATH & DISMEMBERMENT POLICY (AD&D)

The City pays one hundred percent (100%) of the premium of an AD&D policy for full-time IPOA Unit members which provides benefit coverage of one (1) times annual base salary up to a maximum of one hundred thousand dollars ($100,000). Consistent with past practice, the City also provides twenty-five thousand dollars ($25,000) for all part-time Reserve Police Officers.

SECTION 12.06 ADDITIONAL VOLUNTARY LIFE AND AD&D COVERAGE

The City offers additional benefit coverage for purchase by full-time IPOA Unit members at said member's own expense.

SECTION 12.07 CRPOA MEMBERSHIP

The City pays the cost of membership in the California Reserve Peace Officers Association ("CRPOA") for Level I and II Reserve Officers and the Reserve Officer Coordinator.

SECTION 12.08 IRS SECTION 125 PROGRAM

The Section 125 Program will be in full force and effect unless changed by mutual agreement of the City and Recognized Employee Organization. The Program shall be administered through a vendor selected at City's sole discretion. While participation in the Section 125 Program is voluntary, all administrative costs as may attend participation are to be paid by the City. The maximum cap shall be adjusted in accordance with the limit set by the IRS.

SECTION 12.09 EAP PROGRAM

The City pays premium for participation in Employee Assistance Program (“EAP”) for IPOA Unit members and their dependents.

SECTION 12.10 STATE SHORT-TERM DISABILITY INSURANCE

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

SECTION 12.11 MEDICAL, DENTAL & VISION INSURANCE PREMIUM OPT OUT

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

ARTICLE 13
RETIREMENT BENEFITS

SECTION 13.01 PARS MEMBERSHIP

Pursuant to Government Code §§ 53216 et seq., the City participates in Public Agency Retirement Services (“PARS”) Retirement Enhancement Plan which affords miscellaneous employees the retirement benefit commonly referred to as “1% at 55.” The City pays on behalf of each eligible miscellaneous Unit member an amount sufficient to pay the full cost of the PARS retirement

enhancement benefit. The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the following Section. The City's PARS participation shall continue in full force and effect during the term of this MOU.

Miscellaneous Unit members hired before January 1, 2007 shall have their PARS benefits vested after completing three (3) years of continuous employment with the City and service credit shall be given for previous employment with/by other agencies and/or cities. Miscellaneous Unit members hired after January 1, 2007 shall have their PARS benefit vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities.

Effective January 1, 2011 the parties agreed to modify the PARS plan design for current miscellaneous Unit members hired before January 1, 2011 regarding cash out options with an employee contribution of four tenths percent (0.4%) on a pre-tax basis. Section 4.2(d) and Section 4.2(c) of the PARS plan document was modified, thereby removing the lump sum payment option, and the fixed term payments of 5-6 years option. Section 2.3 of the PARS plan document was modified, thereby removing the pre-retirement disability benefit. All miscellaneous Unit members hired before January 1, 2011, shall pay four tenths percent (0.4%) of salary to maintain the PARS plan design features of fixed term payments of 7-15 years.

Effective September 1, 2024, or as soon as administratively practicable, all miscellaneous Unit members hired before January 1, 2011, shall pay an additional two and one tenths percent (2.1%) of salary, for a total of two and a half percent (2.5%) of salary, for the cost of the PARS retirement enhancement benefit.

Effective January 1, 2011, the PARS plan document was modified to add a "pop-up" provision to Option 2 of the PARS REP plan, whereby if the beneficiary predeceases the retiree, the retiree's monthly benefit will increase.

For all new miscellaneous Unit members, hired on or after January 1, 2011 AND before January 1, 2013, the City shall pay on behalf of each eligible unit member fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit. The miscellaneous Unit member shall be required to pay for fifty percent (50%) of the contribution.

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

SECTION 13.02 CALPERS MEMBERSHIP

A. The following provisions in this Section "A" apply to Unit members as defined by AB 340 (the California Public Employees' Pension Reform Act of 2013,) as "classic" members of the California Public Employees' Retirement System ("CalPERS").

The City is a contract member of CalPERS. Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council which includes the programs identified below which shall be maintained during the life of this MOU.

1. Section 21354: 2% @ 55 retirement benefit formula for Miscellaneous Unit members.

2. Section 21362.2: 3% @ 50 for Sworn Unit members.

3. Section 21574: Fourth Level of 1959 Survivors Benefit allowance.

4. Section 21024: Military Service as Public Service.

5. Section 20042: One Year Final compensation (for Unit members hired before May 1, 2011).

6. Section 20037: Three Year Average Final Compensation (for Unit members hired on or after May 1, 2011).

7. Section 21427: Improved non-industrial disability allowance.

8. Section 21624 & 21626: Post-retirement survivor allowance.

9. Section 20965: Credit for unused sick leave.

For Miscellaneous Unit members who are classic members of CalPERS, the City shall pay only the employer portion of the required contribution. Miscellaneous Unit members who are classic members shall pay the entire employee retirement contribution, which is currently 7%. The City does not pay any share of the required employee contribution (EPMC).

For Safety Unit members who are classic members of CalPERS, the City shall pay only the employer portion of the required contribution. Safety Unit members who are classic members shall pay the entire employee retirement contribution, which is currently 9%. The City does not pay any share of the required employee contribution (EPMC).

Cost Sharing

Effective with the start of the first full pay period in July 2025, classic miscellaneous Unit members will contribute an additional one percent (1.0%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the seven percent (7%) statutory employee contribution already paid by the employee and will increase the employee's contribution to a total of eight percent (8%).

Effective with the start of the first full pay period in July 2026, classic miscellaneous Unit members will contribute an additional one percent (1.0%) of compensation earnable (for a total of two percent (2%) of compensation earnable) toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the eight percent (8%) employee contribution already being paid by the employee and will increase the employee's contribution to a total of nine percent (9%).

Effective with the start of the first full pay period in July 2025, classic sworn employees will contribute an additional one and a half percent (1.5%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the nine percent (9%) statutory employee contribution already being paid by the employee and will increase the employee's contribution to a total of ten and one-half percent (10.5%).

Effective with the start of the first full pay period in July 2026, classic sworn employees will contribute an additional one and a half percent (1.5%) of compensation earnable (for a total of three percent (3%) of compensation earnable) toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the ten and one-half percent (10.5%) employee contribution already being paid by the employee and will increase the employee's contribution to a total of twelve percent (12%).

B. AB 340 (as modified by AB 197) the California Public Employees' Pension Reform Act of 2013 (PEPRA.)

AB 340, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of this MOU. Any provision in this MOU which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this MOU or any MOU, Agreement, Rule or Regulation predating this MOU.

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30)

Unit members who are "new members" (miscellaneous employees) on and after January 1, 2013, shall be enrolled in the AB 340 provided for 2% @ 62 retirement formula (Govt. Code § 7522.20), and such "new members" who are safety employees shall be enrolled in the AB 340 provided for 2.7% @ 57 retirement formula (Section 7522.25.)

Cost Sharing

Effective with the start of the first full pay period in July 2025, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost to CalPERS via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already being paid by the employee to a total of fifty and a half percent (50.5%).

Effective with the start of the first full pay period in July 2026, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant an amendment to the City's contract with CalPERS under to California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty and a half percent (50.5%) of normal cost already being paid by the employee to a total of fifty-one percent (51%).

Effective with the start of the first full pay period in July 2025, PEPRA sworn employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already paid by the employee to a total of fifty-one percent (51%).

Effective with the start of the first full pay period in July 2026, PEPRA sworn employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty-one percent (51%) of normal cost already being paid by the employee to a total of fifty-two percent (52%).

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.)

During the term of this MOU, the City shall initiate a CalPERS contract amendment so that the additional cost share percentages described above fall under California Government Code Section 20516(a). If for any reason the City is not able to make any of the cost sharing deductions set forth above, the cost sharing will be implemented outside of a PERS contract amendment as authorized by California Government Code Section 20516(f). The City and bargaining unit will take all actions necessary to implement the pension cost sharing agreement described here.

SECTION 13.03 RETIREE MEDICAL

CalPERS eligible retirees (Unit members hired before January 1, 2011) and their dependents shall receive one hundred percent (100%) lifetime medical insurance upon retirement from the City. The City shall pay one hundred percent (100%) of the premium for any CalPERS medical plan.

For all new Unit members, hired on or after January 1, 2011, retiree medical will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount towards retiree medical premium for any CalPERS medical plan. Contribution level shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

SECTION 13.04 DEFERRED COMPENSATION

City offers full-time IPOA Unit members participation in one of two IRS 457 Plans. The City does not contribute to either plan.

ARTICLE 14
MISCELLANEOUS PROVISIONS

SECTION 14.01 DIRECT DEPOSIT REQUIREMENT.

The City shall maintain a mandatory requirement for participation in direct deposit payroll for all Unit members hired after July 8, 2001.

SECTION 14.02 COMPLIANCE WITH P.O.S.T. AND ADDITIONAL TRAINING REQUIREMENT

The City agrees that it will comply with all training requirements of P.O.S.T., including but not limited to, mandatory training programs regarding proper use of departmental equipment, for a minimum of forty (40) hours to be spread out evenly throughout a two year cycle, a P.O.S.T.-certified field training program for all new recruits, and a P.O.S.T.-certified driver training program for cadets, reserve officers, and police officers every three (3) years. City agrees that all such training shall be provided by a P.O.S.T. certified instructor.

The P.O.S.T. certified driver training program set forth in this MOU shall be implemented by sending one-third of the eligible department personnel to driver training each calendar year, with sworn police officers having priority in attendance, subject to the department's need to send such personnel to alternate training.

SECTION 14.03 EQUIPMENT CERTIFICATION AND MAINTENANCE

The City shall maintain the practice of assigning a departmental employee responsibility to centralize and maintain such records as are necessary to certify the safety of the equipment utilized by members of the Irwindale Police Department in the discharge of their duties, including but not limited to, side arms, rifles, shotguns, tear gas, pepper spray, radios, repeaters, helmets,

riot equipment, and other essential law enforcement equipment utilized by members of the IPOA Unit. The City shall maintain its central repository within the offices of the Irwindale Police Department where all municipal, state and federal codes necessary for members of the IPOA Unit to discharge their duties as law enforcement officers will be located and easily accessible to members of the IPOA Unit. The mutual interest of the parties hereto is to assure that all law enforcement equipment utilized by the IPOA Unit is regularly certified to be in appropriate operational order, in a condition where it can be safely operated by members of the IPOA Unit, and that the age and condition of such equipment is consistent with generally accepted standards for such equipment among the law enforcement agencies surveyed by the City.

SECTION 14.04 DOCUMENTS CONTAINING PERSONAL EMPLOYEE INFORMATION

All personnel record documents (including employee pay stubs) shall be kept in a manner that will allow for confidentiality of personal information pertaining to individual members; i.e., sealing them in envelopes. Payroll will be delivered to police administration by the Finance Department in a sealed envelope and police administration will place payroll in individual sealed envelopes for distribution.

SECTION 14.05 PURGING OF CITIZENS' COMPLAINTS

City agrees that it will comply with the law and ensure that after five (5) years of the filing and/or submission of any citizen complaint involving any sworn police officer, City will take such actions as are permissible or required by law to purge and/or destroy all such complaints and any investigation(s) resulting therefrom. City also agrees that it will comply with Penal Code § 832.5 regarding the storage and /or segregation of personnel and/or citizen complaints. The City agrees that it will comply with Policy 1026 of the City of Irwindale Police Department Policy Manual, as revised and mutually agreed upon by the parties on or about September 3, 2015 and that said policy should be incorporated herein.

SECTION 14.06 MINIMUM STAFFING LEVEL (MSL)

Minimum staffing levels (MSL) for each patrol shift (A & B) shall be as follows: 1-Watch Commander at the rank of Sergeant or Police Officer serving in the special assignment of Corporal; 3 Patrol Officers. Generally, traffic officers, the K-9 unit, Detectives and Reserve Officers on mandatory shift assignment will not be used to meet MSL unless special circumstances exist. However, in the event an employee calls in sick for their scheduled workday in accordance with department policy, the watch commander will utilize the traffic officer in lieu of calling in another officer to cover MSL for the duration of the traffic officer's scheduled shift. For the purpose of meeting MSL requirements, it is the intent of this provision to replace personnel with appropriately qualified personnel of comparable rank or special assignment. For example, when the scheduled patrol watch commander is unable to work, a replacement watch commander should be of the appropriate rank, Sergeant or a Police Officer serving in the special assignment of Corporal. If a patrol officer is unable to work, then a patrol officer shall be called in as a replacement. Qualified Level I Reserve Officers may be used to replace a patrol officer position if no patrol officers are available to cover the shift. The Department will attempt to use payback time for replacements as often as possible; however, the safety of the patrol officers and duty to the City shall be the priority when locating replacements.

During times of special circumstances, it may become necessary to make alternative arrangements for covering patrol shifts to meet MSL. If circumstances arise that require action contrary to this MOU, the Department will take the necessary action to provide adequate coverage

for patrol with due regard for the public and officer safety. The Department shall make efforts, however, to adhere to the intent of this provision with the understanding that situations may require a temporary modification to deployment.

SECTION 14.07 CONFIGURATION OF POLICE VEHICLE EMERGENCY EQUIPMENT

The City agrees to utilize its best efforts to configure the placement of emergency and other police equipment installed in police vehicles in such a manner as to assure, to the maximum extent possible given the various makes and models of police vehicles in the City's fleet, that such configuration is uniform for all police vehicles so as to reduce the time necessary to deploy or utilize such equipment by members of the IPOA Unit in the discharge of their law enforcement duties.

SECTION 14.08 POLICE OFFICER SIDEARMS

The City shall replace sidearms at its discretion based upon its determination of its useful life. The City shall maintain an officer's department issued sidearm and have it inspected on a bi-annual basis by an approved armorer. The City will allow for an officer to carry their personally owned sidearm while on duty. Personally owned sidearms must be selected from a mutually agreed upon list of weapons with ammunition selected and approved by the Chief of Police or designee. An officer choosing to use their personally owned sidearm will be responsible for the purchase, maintenance, and bi-annual inspection of that sidearm by an armorer certified for the exact weapon chosen, as well as all accessories associated with that sidearm. An officer who separates from employment in good standing having a minimum five (5) years of full-time service as an Irwindale police officer shall be entitled to own the sidearm issued to them at the time of their separation.

The IPOA shall be entitled to purchase for the employee for one ($1) dollar the duty weapon of any retiring officer or reserve who separates from employment in good standing with at least 10 (ten) years service upon the employee's retirement. Those separating in good standing with five (5) to ten (10) years service time shall be entitled to retain their duty weapon, but shall be required to pay fair market value for their duty weapon.

SECTION 14.09 APPLICATION OF PUBLIC SAFETY OFFICERS' PROCEDURAL BILL OF RIGHTS ACT TO RESERVE OFFICERS

The Chief of Police agrees to recommend to the City Council a request that the full protections set forth in the Public Safety Officers' Procedural Bill of Rights (California Government Code $3303, *et seq*.) be afforded to all reserve officers employed by the City.

SECTION 14.10 TIMELY CONCLUSION OF PERSONNEL COMPLAINTS

The City agrees that it will comply with the law and undertake to timely investigate and resolve all personnel complaints and/or grievances and that, in any event, the City will resolve all such complaints within one (1) year of written submission of same.

SECTION 14.11 COMPUTER LOAN PROGRAM

The City agrees to maintain its existing Employee Computer Purchase Loan Plan which allows eligible employees to apply for loans to purchase computers and software approved by the City up to a maximum of $3,000.00 for first time applicants and $2,000.00 every two years thereafter.

SECTION 14.12 CONTRACTING OUT PROVISION

The parties agree that there will be no implementation of an agreement by the City to acquire Police services (sworn and non-sworn) by any entity other than the Irwindale Police Department during the term of this MOU.

ARTICLE 15
COMPLETION OF NEGOTIATIONS AND FULL UNDERSTANDING

SECTION 15.01 COMPLETION OF NEGOTIATIONS

The City and the Recognized Employee Organization acknowledge and agree that each has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of the meet and confer process in accordance with state law and/or local ordinance. During the remaining term of this MOU, the parties expressly waive the right to meet and confer except upon mutual consent of the parties, with respect to any subject or matter, whether referred to or covered in this MOU, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time the meet and confer process was undertaken.

SECTION 15.02 FULL INTEGRATION AND UNDERSTANDING

This MOU terminates and supersedes all prior Memoranda of Understanding and/or other written agreements between the parties. However, all provisions of existing City rules, regulations, resolutions, ordinances, policies and past practices relating to matters within the Recognized Employee Organization's scope of representation not specifically contained in, or referred to by this MOU shall remain in full force and effect and are specifically not superseded or otherwise affected by this MOU.

SECTION 15.03 PENDING MEET AND CONFER ITEMS

Notwithstanding the provisions of Sections 15.01 and 15.02 above, the City and the Recognized Employee Organization agree to meet and confer on the following items during the term of this MOU:

A. Updating the City Personnel Rules, including any discrimination, harassment and retaliation policies which includes a defined disciplinary appeal procedure;

B. Updating, modifying and/or instituting a new Employer-Employee Relations Resolution which includes a defined impasse procedure;

C. Negotiating and implementing Performance Standards and Improvement Plan, Relationship Policy, Cell Phone Policy, Promotional Testing Policy, and Patrol team schedule changes, Wellness Program, and Employee Rewards and Recognition Program; and

D. Updating and/or creating City Job Descriptions.

ARTICLE 16
DRAFTING PROVISIONS

SECTION 16.01 SEVERABILITY DECLARED

Should any provisions of this MOU be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

SECTION 16.02 JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 16.03 MODIFICATION

This MOU may only be modified or amended by written agreement between the parties.

ARTICLE 17
RATIFICATION AND EXECUTION

This MOU has been developed as a result of meet and confer sessions between representatives of the City and the Recognized Employee Organization regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and the Recognized Employee Organization have reached an understanding as to certain recommendations to be made to the City Council for the City of Irwindale and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the City Council of the City.

Subject to the foregoing, this MOU is executed by the authorized representatives of the City and the Recognized Employee Organization and entered into this_____ day of _____, 2024.

CITY OF IRWINDALE	IRWINDALE POLICE OFFICERS' ASSOCIATION
Julian A. Miranda, City Manager/Municipal Employee Relations Representative	Manuel Campos, IPOA President
Mary Hull, Human Resources/Risk Manager	Jesus Bravo, IPOA Vice-President

ATTACHMENT A-1

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	57.6466	60.5288	63.5553	66.7332	70.0697
			Bi-Weekly		4,611.73	4,842.31	5,084.42	5,338.65	5,605.58
			Monthly		9,992	10,492	11,016	11,567	12,145
			Annual		119,905	125,900	132,195	138,805	145,745
IPOA	Police Officer	21	Hourly	52	43.9356	46.1322	48.4389	50.8611	53.4043
			Bi-Weekly		3,514.85	3,690.58	3,875.12	4,068.88	4,272.35
			Monthly		7,616	7,996	8,396	8,816	9,257
			Annual		91,386	95,955	100,753	105,791	111,081
IPOA	Police Dispatcher/Clerk	6	Hourly	38	30.1885	31.6981	33.2832	34.9471	36.6947
			Bi-Weekly		2,415.08	2,535.85	2,662.65	2,795.77	2,935.58
			Monthly		5,233	5,494	5,769	6,058	6,360
			Annual		62,792	65,932	69,229	72,690	76,325

ATTACHMENT A-2

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2025-2026

Effective July 6, 2025

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	59.9524	62.9500	66.0976	69.4024	72.8726
			Bi-Weekly		4,796.19	5,036.00	5,287.81	5,552.19	5,829.81
			Monthly		10,392	10,911	11,457	12,030	12,631
			Annual		124,701	130,936	137,483	144,357	151,575
IPOA	Police Officer	21	Hourly	52	45.6928	47.9774	50.3764	52.8952	55.5399
			Bi-Weekly		3,655.42	3,838.19	4,030.12	4,231.62	4,443.19
			Monthly		7,920	8,316	8,732	9,169	9,627
			Annual		95,041	99,793	104,783	110,022	115,523
IPOA	Police Dispatcher/Clerk	6	Hourly	38	31.3962	32.9659	34.6139	36.3447	38.1620
			Bi-Weekly		2,511.69	2,637.27	2,769.12	2,907.58	3,052.96
			Monthly		5,442	5,714	6,000	6,300	6,615
			Annual		65,304	68,569	71,997	75,597	79,377

ATTACHMENT A-3

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2026-2027

Effective July 5, 2026

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	62.0510	65.1534	68.4111	71.8317	75.4236
			Bi-Weekly		4,964.08	5,212.27	5,472.88	5,746.54	6,033.88
			Monthly		10,756	11,293	11,858	12,451	13,073
			Annual		129,066	135,519	142,295	149,410	156,881
IPOA	Police Officer	21	Hourly	52	47.2918	49.6563	52.1389	54.7457	57.4832
			Bi-Weekly		3,783.35	3,972.50	4,171.12	4,379.65	4,598.65
			Monthly		8,197	8,607	9,037	9,489	9,964
			Annual		98,367	103,285	108,449	113,871	119,565
IPOA	Police Dispatcher/Clerk	6	Hourly	38	32.4952	34.1202	35.8264	37.6178	39.4986
			Bi-Weekly		2,599.62	2,729.62	2,866.12	3,009.42	3,159.88
			Monthly		5,633	5,914	6,210	6,520	6,846
			Annual		67,590	70,970	74,519	78,245	82,157

Item #24.K.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment No. 1 to Contract Services Agreement with Norman A. Traub Associates LLC for Personnel Investigative Services and Related Budget Appropriation

City Manager's Recommendation:

(1) **Adopt Resolution No. 2024-101-3578** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE APPROPRIATION OF FIFTY-FIVE THOUSAND DOLLARS ($55,000.00) FROM GENERAL FUND RESERVES FOR PERSONNEL INVESTIGATIVE SERVICES BETWEEN THE CITY OF IRWINDALE AND NORMAN A. TRAUB ASSOCIATES LLC"; and (2) Approve Amendment No. 1 to Contract Services Agreement with Norman A. Traub LLC.

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, Human Resources / Risk Manager

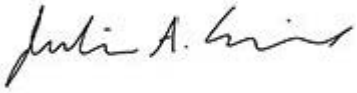
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On October 8, 2024, the City Manager, on behalf of the City of Irwindale ("City"), entered into a Contract Services Agreement ("Agreement") with Norman A. Traub Associates LLC ("Consultant") for personnel investigative services for the City in the amount of Thirty Thousand dollars ($30,000). The Agreement was made pursuant to the powers and duties conferred to the City Manager by Section 2.13.040(H) of the Irwindale Municipal Code. Due to the number and scope of investigations, the original contract will need to be amended to increase the contract amount from Thirty Thousand dollars ($30,000) to Fifty-Five Thousand dollars ($55,000). The proposed amendment will provide the necessary funding to cover the additional investigative work required to complete the ongoing personnel investigations.

The attached contract agreement amendment has been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact:

For Fiscal Year 2024-2025, Norman A. Traub Associates LLC has been paid a total of $39,948.62. This amount was paid from Account No. 01-15-150-42300-0000, which needs to be replenished since this expenditure was not accounted for. Staff is also requesting additional funding to complete ongoing investigations. Staff is seeking to amend the budget and appropriate $55,000.00 from the General Fund Reserves.

Attachments:

1. Resolution No. 2024-101-3578
2. Norman A Traub Associates LLC Amendment No. 1

RESOLUTION NO. 2024-101-3578

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE APPROPRIATION OF $55,000 FROM GENERAL FUND RESERVES FOR PERSONNEL INVESTIGAVE SERVICES BETWEEN THE CITY OF IRWINDALE AND NORMAN A. TRAUB ASSOCIATES LLC

WHEREAS, Section 2.13.040 of Irwindale Municipal Code requires the City Manager, as personnel officer, to conduct investigations as deemed appropriate pertaining to any matter properly pending before him/her; and

WHEREAS, Section 2.13.030(H) of the Irwindale Municipal Code permits the City Manager to recommend that powers and duties conferred to him/her be performed under contract; and

WHEREAS, on October 8, 2024, the City Manager, on behalf of the City of Irwindale ("City") entered into a Contract Services Agreement with Norman A. Traub Associates LLC for personnel investigative services for the City in the amount of $30,000; and

WHEREAS, due to the number and scope of investigations, the original contract will need to be amended to increase the contract amount from $30,000 to $55,000; and

WHEREAS, the proposed amendment will provide the necessary funding to cover the additional investigative work required to complete the ongoing investigations; and

WHEREAS, $55,000 will need to be appropriated from General Fund Reserves; and

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

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

SECTION 2. The City Council of the City of Irwindale hereby approves the appropriation of $55,000 from General Fund Reserves.

SECTION 3. The Chief Deputy City Clerk shall certify to the adoption of this resolution, which shall in turn have immediate effect.

PASSED, APPROVED AND ADOPTED this 11th day of December 2024.

_____
, Mayor

ATTEST:

_____
Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-101-3578 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 11th day of December 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR INVESTIGATIVE SERVICES

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR INVESTIGATIVE SERVICES ("Amendment No. 1") by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation ("City") and Norman A. Traub Associates LLC, a California limited liability company ("Consultant") is effective as of the 11th day of December, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 8, 2024 ("Agreement") whereby Consultant agreed to provide personnel investigation services ("Services").

B. Consultant requires additional time to comprehensively provide Services.

C. By this Amendment No. 1, City and Consultant now desire to amend the Agreement to increase the Contract Sum to a not-to-exceed maximum of Fifty-Five Thousand dollars ($55,000).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein. (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***).

A. Section 2.1 Contract Sum, is hereby amended to read in its entirety as follows:

> For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "B"* and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Fifty-Five Thousand dollars ($55,000)*** ~~Thirty Thousand dollars ($30,000)~~ ("Contract Sum").

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events

that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:
Norman A. Traub Associates LLC

By:_____
Name: Brock Avery
Title: Principal/General Manager

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Item #24.L.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Contract Amendment No. 3 with LSA

City Manager's Recommendation:

Approve the attached Amendment No. 3 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation and completion of the Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 500 Speedway Drive, Irwindale, CA 91706.

Administrative Action:

Submitted / Prepared by:

Marilyn Simpson, AICP, Community Development Director

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On October 28, 2020, the City Council approved an Agreement for Contract Services with LSA Associates, Inc. ("Contract") for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for a proposed project at 500 Speedway Drive. The project includes the preparation of a Specific Plan to develop an industrial/commercial business park with eleven (11) light industrial and flex commercial/office buildings and an optional Battery Energy Storage System (BESS). The original contract was for the sum of $339,922.00, paid by Irwindale Outlet Partners, LLC, the initial Applicant/Developer for the project. On September 15, 2022, the property was sold to Irwindale Industrial, LLC. As the new owner, Irwindale Industrial, LLC is continuing the application process.

Contract Amendment No. 1 was approved by the City Council on December 14, 2022, for a budget increase of $54,572.00, bringing the contract total to $394,494.00 ($339,922 + $54,572) to complete the preparation of the EIR. This was required to allow additional analyses to be included in the Draft and Final EIR and included a 5% contingency. The analysis included the collection of new traffic counts, rerunning the traffic model, intersection analysis, site plan revisions, additional cumulative projects analysis, and a Caltrans Safety Analysis.

Contract Amendment No. 2 was approved by the City Council on November 29, 2023, for a time extension only. The Contract stated that the Consultant shall commence the service upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance”, in no event to exceed June 1, 2023. The contract time period was extended to August 2024.

On October 25, 2023, the City Council conducted a regularly scheduled City Council meeting and motioned to continue the item to the next regularly scheduled City Council meeting. On November 8, 2023, the City Council conducted a regularly scheduled City Council meeting, pulled the item from the consent calendar, directed staff to revise and clarify details of the proposal, and motioned to continue the item to the special City Council meeting scheduled for November 29, 2023.

Contract Amendment No. 3 is for the Consultant to perform the following additional tasks:

- EIR revisions to reflect minor changes/additions to the project.
- Updated technical analysis to reflect projects using matrix changes (Air Quality and Noise Technical Reports, and Transportation Impact Analysis.
- BESS CEQA analysis.
- Response to applicants, City staff, and legal comments on the Screencheck EIR.
- Attendance at biweekly meetings, as requested by the applicant.
- Attendance at public hearings.
- Attendance at additional meetings as requested by the City.
- Additional project management efforts related to an extension of the project schedule and ongoing project changes.

Contract Amendment No. 3 is for an additional $211,218.36. The original contract was approved for $339,922.00 and the first amendment added a cost of $54,572.00, totaling $394,494.00. As listed above, the third amendment will add another $211,218.36, for a new contract amount totaling $605,712.36 ($394,494.00 + $211,218.36).

Fiscal Impact:

The entire cost for this consultant work will be covered by the Applicant/Developer, Irwindale Industrial, LLC. The City's General Fund will not be impacted. The applicant has agreed to reimburse the City 100% of all costs and expenses incurred by the City by providing a deposit account pursuant to the reimbursement between the City and Irwindale Industrial, LLC.

Attachments:

1. LSA Contract Services Agreement Amendment No. 3

AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND LSA ASSOCIATES, LLC. (CONSULTANT OR LSA)

THIS AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT (herein "Amendment No. 3") is made and entered into this 11th day of December 2024, by and between the City of Irwindale, a California municipal corporation ("City"), and LSA Associates, Inc., a California corporation ("Consultant" or "LSA"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. Pursuant to the City of Irwindale's Municipal Code, City has the authority to enter into and execute this Amendment No. 3.

B. The City and Consultant entered into that certain Contract Services Agreement (herein "Agreement") dated October 28, 2020, for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for the future buildout of up to eleven (11) speculative light industrial and flex commercial buildings, as those terms are defined in the Agreement for property located at 500 Speedway, Irwindale, CA. The Agreement now includes an optional battery energy storage system (BESS). The Agreement established a Contract Sum of THREE HUNDRED AND THIRTY-NINE THOUSAND AND NINE HUNDRED AND TWENTY-TWO DOLLARS ($339,922.00).

C. Pursuant to Section 1.9 of the Agreement, any increase in compensation up to ten percent (10%) of the Contract Sum or $25,000 may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

D. On December 14, 2022, the Parties entered into Amendment No. 1 to the Agreement to increase the Contract Sum by FIFTY FOUR THOUSAND AND FIVE HUNDRED SEVENTY TWO DOLLARS ($54,572.00) for the completion of the environmental document for the Irwindale Speedway Commerce Center Specific Plan project; bringing the contract total to $394,494.00.

E. On November 29, 2023, the Parties entered into Amendment No. 2 to the Agreement to extend the contract term to August 2024.

F. By this Amendment No. 3, City and Consultant desire to amend the Agreement in accordance with the provisions of Section 2.1 of the Agreement to increase the Contract Sum by TWO HUNDRED ELEVEN THOUSAND AND TWO HUNDRED EIGHTEEN DOLLARS AND THIRTY-SIX CENTS ($211,218.36), bringing the final total to SIX HUNDRED AND FIVE THOUSAND AND SEVEN HUNDRED TWELVE DOLLARS AND THIRTY SIX CENTS ($605,712.36).

G. By this Amendment No. 3, City and Consultant desire to amend the Agreement in accordance with the provisions of Section 3.2 of the Agreement to account for a revised Schedule of Performance.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.1 of the Agreement, entitled "Contract Sum" shall be amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

> "2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~THREE HUNDRED AND NINETY FOUR THOUSAND AND FOUR HUNDRED AND NINETY FOUR DOLLARS ($394,494.00~~***)*** ***SIX HUNDRED AND FIVE THOUSAND AND SEVEN HUNDRED TWELVE DOLLARS AND THIRTY SIX CENTS ($605,712.36).*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9."

2. Section 3.2 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

> "3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", ~~dated October 4, 2023~~, ***dated November 19, 2024,*** and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the "Schedule of Performance" may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively."

3. Exhibit "A" to the Agreement is hereby amended to incorporate Amendment No. 3 to the Scope of Services, attached hereto as Exhibit "A." Whenever the term "Scope of Services" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 3 to the Scope of Services.

4. Exhibit "B" to the Agreement entitled "Special Requirements" shall remain unchanged.

5. Exhibit "C" of the Agreement entitled "Schedule of Compensation" shall be substituted and superseded in its entirety with the "Schedule of Compensation contained in Exhibit "C" attached hereto.

6. Exhibit “D” of the Agreement entitled “Schedule of Performance/Timeline” shall be substituted and superseded in its entirety by the “Schedule of Performance/Timeline” dated November 1, 2024, contained in Exhibit “D” attached hereto.

7. Full Force and Effect. Except as expressly modified herein, all other provisions of the Agreement shall remain unmodified and in full force and effect. All rights and obligations of the parties under the Agreement that are not expressly amended by this Amendment No. 3 shall remain unchanged. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3.

8. Corporate Authority. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

LSA Associates, INC., a California corporation

By:_____
Name: Anthony Petros
Title: CEO
Address: 20 Executive Park
Suite 200
Irvine, CA 92614

By:_____
Name:
Title:
Address:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED,

AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

AMENDMENT NO. 3 SCOPE OF SERVICES
Effective December 11, 2024

The following scope of work details the additional work covered in Amendment No. 3 and is organized per the tasks in the original Agreement with the City, dated October 28, 2020, as amended by Amendment No. 1, dated December 14, 2022, and as amended by Amendment No. 2, dated November 29, 2023).

SCOPE OF WORK

Task Name
Meetings with City to discuss comprehensive comments
Revision to ADEIR based on City comments
Final edits to DEIR
DEIR Public Review
Preparation of the FEIR/RTCs
Final EIR
Planning Commission Meeting #1
Planning Commission Meeting #2
City Council Meeting #1
City Council Meeting #2

EXHIBIT "C"

SCHEDULE OF COMPENSATION

COI2001 City of Irwindale Speedway Commerce Center SP EIR LSA 11/19/2024		Project Manager (Durgen)	Senior Planner	Planner	Senior Technical Specialist	Graphics	Word Processor/Admin	Total LSA Hours	Total LSA Fees
Escalation	5%								
% in Year									
5%	Year 1	$235	$160	$135	$180	$160	$130		
95%	Year 2	$247	$168	$142	$189	$168	$137		
100%	Weighted Average	$246	$168	$141	$189	$168	$136		
Phase 01	**EIR**								
1.1	AQ Technical Report	2.00	4.00	20.00	50.00	8.00	10.00	94.00	$16,121.03
1.2	Noise Technical Report	2.00	4.00	24.00	54.00	8.00	10.00	102.00	$17,440.88
1.3	Transportation Impact Analysis	2.00	4.00	32.00	40.00	16.00	12.00	106.00	$17,545.63
1.4	Screencheck EIR	16.00	24.00	80.00	40.00	24.00	32.00	216.00	$35,196.00
1.5	Printing/Production	1.00	4.00	8.00			30.00	43.00	$6,133.11
1.6	RTCs	24.00	80.00	160.00		32.00	20.00	316.00	$50,028.60
1.7	Biweekly Meetings/Project Management	36.00	24.00	24.00				84.00	$16,278.15
1.8	Planning Commission Meetings (x2)	24.00	12.00		20.00			56.00	$11,690.10
1.9	City Council Meetings (x2)	24.00	12.00		20.00			56.00	$11,690.10
2.0	All Hands Working Session	8.00	16.00	16.00				40.00	$6,913.50
2.1	Demo AQ Model Run	2.00	4.00	10.00	10.00		2.00	28.00	$4,734.70
2.2	BESS AQ Analysis	2.00	8.00	12.00	40.00			62.00	$11,072.08
	Phase 01 EIR Subtotal	**143.00**	**196.00**	**386.00**	**274.00**	**88.00**	**116.00**	**1,203.00**	**$204,843.86**
	Subtotal Labor	**143.00**	**196.00**	**386.00**	**274.00**	**88.00**	**116.00**	**1,203.00**	**$204,843.86**
Reimbursable Expenses									
Lodging/Meals									$1,452.00
Reproduction									$2,310.00
Mileage									$412.50
Flights									$2,200.00
	Subtotal Reimbursable Expenses								**$6,374.50**
								Total	**$211,218.36**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE/TIMELINE

Proposal Dated November 19, 2024

Task Name	Duration	Finish
Comprehensive ADEIR Comments		
Meeting with City to discuss comprehensive comments	4 days	Tue 11/12/24
Receipt of BESS description from Applicant	20 days	Mon 12/2/24
Revision to technical reports and ADEIR based on City comments and revised BESS description	23 days	Tue 1/7/25
Final edits to DEIR	13 days	Fri 2/21/25
DEIR Public Review	33 days	Wed 4/9/25
Preparation of the FEIR/RTCs	20 days	Wed 5/7/25
Final EIR	10 days	Wed 6/18/25
Planning Commission Meeting #1	1 day	Wed 7/16/25
Planning Commission Meeting #2	1 day	Wed 8/20/25
City Council Meeting #1	1 day	Wed 8/27/25
City Council Meeting #2	1 day	Mon 9/10/25

Item #24.M.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Contract Amendment No. 2 - Environmental Science Associates (ESA)

City Manager's Recommendation:

(1) Approve Amendment No. 2 to Agreement for Professional Services between the City of Irwindale and Environmental Science Associates (ESA) for a budget amendment in the amount of $139,581.00 to complete the Housing Element, Safety Element, and Environmental Justice Element and environmental document; and (2) **Approve Resolution No. 2024-103-3580** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING THE FISCAL YEAR (FY) 2024/2025 BUDGET BY APPROPRIATING $139,581.00 FOR AMENDMENT NO. 2 TO THE PROFESSIONAL CONSULTING CONTRACT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) TO COMPLETE THE PREPARATION OF THE HOUSING ELEMENT, SAFETY ELEMENT, AND DEVELOPMENT OF AN ENVIRONMENTAL JUSTICE ELEMENT, AND THE APPROPRIATE ENVIRONMENTAL REVIEW DOCUMENT"

Administrative Action:

Submitted / Prepared by:

Marilyn Simpson, AICP, Community Development Director

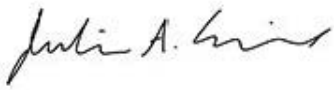
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On June 23, 2021, the City Council approved the Professional Consulting Contract with Environmental Science Associates (ESA) for the preparation of the Housing Element, Safety Element, and new Environmental Justice Element and applicable environmental review. The original contract was for $642,332 (50% paid by the General Fund and 50% paid by the Mining Impact Fund). On October 26, 2022, the City Council approved Amendment No. 1 for a budget appropriation of $145,000. ESA is requesting an additional budget appropriation of $139,581.00 for additional meetings, bringing the total contract to $926,913.00.

The original scope of work and Amendment No. 1 included six workshops, two joint study sessions with the Planning Commission and City Council, and stakeholder interviews.

1. Joint Planning Commission/City Council Study Session (in person, held on April 25, 2022); provided an overview of the Housing, Safety and Environmental Justice Elements
2. Workshop #1 (virtual, held on April 7, 2022); provided an overview of the Housing, Safety and Environmental Justice Elements and included an interactive model building exercise
3. Workshop #2 (in-person, held on May 25, 2022), focused on the Housing Element and site inventory
4. Workshop #3 (in-person, August 9, 2022); focused on safety and environmental justice existing conditions with an interactive model building exercise
5. City Council Meeting (in-person, held on May 26, 2022), focused on sites inventory
6. City Council Meeting (virtual, held on June 22, 2022), focused on sites inventory
7. Workshop #4 to provide public review of Housing Element
8. Planning Commission meeting (in-person, held on December 21, 2022), presenting public review drafts
9. Stakeholder interviews (virtual, held throughout January 2023), obtaining information for the Environmental Justic and Safety Elements

Amendment No. 2 includes:

1. Workshop #5 (in-person, held September 19, 2023), provided public review of Safety and Environmental Justice (EJ) Elements
2. City Council Review (in-person, held July 24, 2024), presented Final Safety and EJ Element Implementation
3. City Council Review (in-person, held August 28, 2024) continuation of the Final Safety and EJ

Implementation presentation
4. Coverage for increases in records search fees and printing costs for the project
5. Updated technical analyses for air quality, energy, GHG emissions, and noise
6. Updated project trip generation for VMT analysis
7. Additional Planning Commission meeting, as needed
8. Additional City Council meeting, as needed.

Additional budget appropriation is also being requested to cover required work to make revisions to the Housing Element in response to HCD's informal and formal comments, and supplemental work needed for environmental review for the density change to the Allen Drive site.

A revised Scope of Services, Schedule of Compensation/Budget Augment, and Schedule of Performance/Timeline has been included in Amendment No. 2 as Exhibits "A-1", "C", and "D" in the Amendment No. 2 to the Professional Services Agreement with ESA.

Fiscal Impact:

A Budget Amendment to the Fiscal Year 2024/2025 Adopted Budget in the amount of $139,581.00 (which will be allocated 50% or $69,790.50 from the General Fund (01-51-510-42300-0000) and 50% or $69,790.50 from the Mining Impact Fund (13-51-530-42300-0000)) is needed to appropriate funds for the services rendered.

Attachments:

1. ESA Amend No. 2 Prof Svcs Contract 12.11.24 (Final)
2. Resolution No. 2024-103-3580 (Final)

AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF IRWINDALE AND ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)

This AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF IRWINDALE AND ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) (herein "Amendment No. 2") is made and entered into this 11th day of December 2024, by and between the City of Irwindale, a California municipal corporation ("City"), and Environmental Science Associates (ESA), a California corporation ("Consultant" or "ESA"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services, (herein "Agreement") dated June 23, 2021 for the preparation of a Housing Element Update, Safety Element Update, and new Environmental Justice Element and applicable environmental review document. The contract amount was Six Hundred Forty Two Thousand Three Hundred Thirty Two Dollars ($642,332.00).

B. On October 26, 2022, City and Consultant entered into Amendment No. 1 to the Agreement for a budget increase of $145,000 and established a maximum Contract Sum of Seven Hundred and Eighty Seven Thousand Three Hundred Thirty Two Dollars ($787,332.00).

C. City and the Consultant now wish to amend the Agreement with Amendment No. 2 to increase the Contract Sum by ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED EIGHTY ONE DOLLARS (139,581.00) for the completion of the Housing, Safety and Environmental Justice Elements of the General Plan and environmental review document, bringing the final contract total to NINE HUNDRED TWENTY SIX THOUSAND NINE HUNDRED THIRTEEN DOLLARS (926,913.00).

D. By this Amendment No. 2, City and Consultant desire to amend Sections 3.2 and 3.4 of the Agreement to account for an extended term for the completion of the Housing, Safety, Environmental Justice Elements.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by City and Consultant, and the promises contained herein, it is hereby agreed as follows:

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

2. Section 2.1 of the Agreement entitled "Contract Sum" shall be amended in its entirety to add an additional $139,581 to the Contract Sum for the preparation and completion of the Housing, Safety, Environmental Justice Elements, and environmental review document to read as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" identified as Exhibit "C" for $139,581 and incorporated herein by this reference, but not exceeding NINE HUNDRED TWENTY SIX THOUSAND NINE HUNDRED THIRTEEN DOLLARS ($926,913.00) in accordance with the requirements under this Agreement."

3. Section 3.2 of the Agreement entitled "Schedule of Performance" is hereby amended to read in its entirety as follows:

"3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively."

4. Section 3.4 of the Agreement entitled "Term" is hereby amended to read in its entirety as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7, "Enforcement of Agreement and Termination" of the contract, this Agreement shall continue in full force and effect until terminated but not to exceed June 1, 2025, except as otherwise provided in Section 3.2.

5. Exhibit "C" of the Agreement entitled Schedule of Compensation/Budget" shall be amended to add the additional tasks and associated costs described in "Schedule of Compensation/Budget Augment" dated November 6, 2024, contained in Exhibit "C" attached hereto.

6. Exhibit "D" of the Agreement entitled "Schedule of Performance/Timeline" shall be substituted and superseded in its entirety by the "Schedule of Performance/Timeline" contained in Exhibit "D" attached hereto.

7. Full Force and Effect. Except as expressly amended hereby, all other provisions the Agreement remain in full force and effect as originally executed. All rights and obligations of the parties under the Agreement that are not expressly amended by this amendment shall remain unchanged. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and Amendment No. 2.

8. Corporate Authority. The persons executing this Amendment No. 2 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said

party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Albert F. Ambriz, Mayor

ATTEST:

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

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:
ENVIRONMENTAL SCIENCE ASSOCIATES (ESA), a California corporation

By:_____
Name: Ruta K. Thomas
Title: Senior Vice President /Southern CA Regional Director

By:_____
Name: Monica Strauss
Title: Vice President
Address: 575 Market St, Ste 3700
San Francisco, CA 94015-5827

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A-1"

AMENDMENT NO. 2 SCOPE OF SERVICES

The following proposal provides a description of the additional scope that ESA is requesting to continue assisting the City in support of the 2023–2031 Housing Element Update, Safety Element Update, Environmental Justice Element, and the associated EIR, including those pertaining to **Task D: Community Engagement**, **Task I: Environmental Review,** and **Task J: Project Management,** as described below.

Task I: Environmental Review

The original contract, executed on June 23, 2021, included two different options for preparation of the environmental review documentation for the project, which consisted of either preparing an IS/MND or a Focused EIR. Based on discussions with the City starting in September 2022, it was decided that due to the programmatic nature of the project and need for increased legal defensibility, a Focused EIR (based on an Initial Study) should be prepared. For this option, the original contract assumed a project schedule of 66 weeks (roughly 17 months) from beginning the Initial Study/Notice of Preparation (IS/NOP) to filing the Notice of Determination (NOD) after adoption of the project.

ESA initiated the environmental review phase of the project on October 27, 2022. As a result of discussions with the City, ESA was made aware of the City's ongoing, parallel process to also update its Zoning Code. Due to the connection between the Zoning Code Update and the General Plan Update, ESA participated in various calls with the City, the City's Attorney, and the Interwest team to figure out the best path forward for the timing of the environmental review process and adoption of the Zoning Code Update and General Plan Update. These discussions occurred over various months starting in the Fall of 2022 with resolution in Spring 2023, which allowed ESA to finalize and submit the draft Project Description to the City on March 3, 2023. While it was necessary to establish the timing and context of the General Plan Update within the larger context of the City's land use and zoning updates for the Project Description, this extended coordination effort was out of scope and caused additional budget implications and schedule delays. ESA is requesting an additional $5,000 to cover this out-of-scope effort.

ESA received City comments on the Project Description on May 16, 2023, and began work on the IS/NOP with the intention of preparing a Focused EIR. However, based on comments received on the Housing Element Update from the California Department of Housing and Community Development (HCD), ESA had to pause work on the IS/NOP due to changes requested by HCD on the Housing Element, specifically the Housing Inventory Sites. After HCD comments were resolved in June 2023, ESA reinitiated work on the IS/NOP and submitted the documents to the City for internal review on September 5, 2023. ESA received City comments on the Initial Study on November 6, 2023, and were still waiting for City comments on the NOP (as of November 21, 2023).

The IS/NOP stage extended well past the original contract schedule of 18 weeks, which caused budget implications due to the schedule delays described above. In addition, ESA worked with the City to prepare for the release of the IS/NOP for public review. Since the original scope anticipated releasing the IS/NOP in 2021 and we were in 2023 as of the date of the release of the IS/NOP, the production and labor costs associated with mailing out the IS/NOP increased, where ESA is requesting an additional reimbursable budget of $1,000 for the completion of the mailout. In addition, other expanded efforts included work for historic resources, where the records searches identified a large inventory of resources which required a more robust analysis than originally scoped. In addition, ESA required additional coordination and working sessions with the City to determine the alternatives to the project in accordance with CEQA. As of the date of this letter, we have submitted the Administrative Draft EIR for review to the City. However, there were delays associated with the Administrative Draft Program EIR, as well, due to additional HCD comments received and waiting to see if the comments would change any of the programs analyzed in the EIR. Due to the prolonged schedule, ESA has incurred various budget implications based on the passage of time between tasks, most notably due to ESA staffing inefficiencies as staff needs to be re-engaged and refamiliarized with the specifics of the project and the status of their work products. This start/stop pattern has affected the originally scoped budgets, as technical work has been restarted various times to respond to the changes to the Housing Element Update and continuous work on the environmental document has been stalled, both of which create overall budget and schedule efficiencies. Additionally, the delayed schedule also resulted in ESA requiring additional coordination both internally and externally with the City and our traffic subcontractor, LLG, to prepare the technical work, including discussing and identifying data needs for air quality, GHG, energy, and noise analyses. To cover the budget implications associated with the passage of time and the expanded efforts, ESA is requesting $27,500 for these efforts. Lastly, due to the extension of the project schedule, ESA requires an additional budget of $5,600 for reimbursable items, such as record search fees, and printing fees, as these costs have increased over the two years since the original contract was executed.

Revisions to EIR to Accommodate Allen Site Density Change

In September 2024, the City advised ESA that the General Plan designation would be changed for Site 1 (Allen site). Rather than an R-1 and R-2 overlay on three acres of the 10-acre property, the entire property would be zoned R-2 with a maximum of 14 units per acre. This would increase the overall buildout that is being evaluated in the EIR. Therefore, technical analyses that require modeling based on the projected buildout will need to be updated. ESA will update the air quality, energy, GHG emissions, and noise analyses to account for the projected increase in growth. In addition, LLG will provide the updated project trip generation forecast to ESA for the technical analyses and will update the VMT analysis for the Project.

The additional budget will ensure ESA has adequate budget to handle the level of effort required to complete the Draft PEIR process and will also be applied to future tasks, including the Final EIR and Findings of Fact/Statement of Overriding Considerations, as

necessary. This proposed scope of work assumes that the EIR process for the project will be completed by Spring 2025.

Task J: Project Management

The original contract executed on June 23, 2021, had provided meetings, management, and coordination scope and budget for bi-weekly meetings and as needed coordination for 52 weeks, or one year under Task D, Community Engagement. ESA executed a Cost Amendment No. 1 in October 2022, which extended the project schedule to June of 2023, and created a new Project Management Task (Task J). Due to delays in approval of the Housing Element, we anticipate completion of the project in Spring 2025, which extended the project schedule by an additional two years approximately. Going forward, we will ensure that team meetings are only scheduled on an as-needed basis and only attended by strategic members of the team in order to minimize cost. The following describes the deliverables associated with project management responsibilities:

•Preparation for and attendance at meetings/conference calls with City staff and the project team on an as-needed basis;

•Internal ongoing coordination over the course of the project with project team members and our sub-consultant; and

•Invoices, quality assurance, client correspondence, and budget and schedule management.

EXHIBIT "C"

SCHEDULE OF COMPENSATION/BUDGET AUGMENT

Proposal Dated November 6, 2024

Fee Proposal All costs will be billed on a time and materials basis for a total not-to-exceed amount of **$139,581** (which includes 5% contingency and reimbursable expenses). All costs will be based on actual hours and expenses incurred. We will create a new task for invoicing purposes to track and report budget under this amendment. The following table provides a summary of the additional cost modifications for ESA associated with this cost amendment.

Task Name	Amendment No. 2 ESA
Task D: Additional Community Meetings and Associated Amendments to Drafts	$47,909
Task I: Environmental Review	$42,180
LLG Augment Trip Generation Forecast	$7,475
Task J: Project Management	$27,570
Non-Labor Expenses	$7,800
TOTAL	**$132,934**
ESA 5% Contingency	*$6,647*
TOTAL with Contingencies	**$139,581**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE/TIMELINE

I. Consultant shall perform the Services and deliver the tangible work products, in accordance with the schedules below:

II. Unless earlier terminated in accordance with Article 7 of the Agreement, this Agreement shall continue in full force and effect until completion of the Services but not to exceed June 1, 2025. This proposed scope of work assumes that the EIR process for the project will be completed by Spring 2025.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

RESOLUTION NO. 2024-103-3580

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING THE FISCAL YEAR (FY) 2024/2025 BUDGET BY APPROPRIATING $139,581.00 FOR AMENDMENT NO. 2 TO THE PROFESSIONAL CONSULTING CONTRACT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) TO COMPLETE THE PREPARATION OF THE HOUSING ELEMENT, SAFETY ELEMENT, AND DEVELOPMENT OF AN ENVIRONMENTAL JUSTICE ELEMENT, AND THE APPROPRIATE ENVIRONMENTAL REVIEW DOCUMENT

WHEREAS, the Housing Element of the General Plan is one of seven elements mandated by State law. The Housing Element is subject to detailed statutory requirements and requires review and certification by the State Department of Housing and Community Development (HCD); and

WHEREAS, the City is in need of professional and technical expertise to prepare the comprehensive update to the Housing Element of the General Plan in a timely manner and completed a Request for Proposals process in order to evaluate to solicit and evaluate firms to provide these services; and

WHEREAS, on June 23, 2021, the City Council approved a Professional Consulting Contract with Environmental Science Associates (ESA) for the preparation of an updated Housing Element, Safety Element, and Development of an Environmental Justice Element and the Appropriate Environmental Review Document in the amount of $642,332; and

WHEREAS, on October 26, 2022, ESA requested Amendment No. 1, a budget augment of $145,000, to complete the Housing, Safety, and Environmental Justice Elements, and Environmental Review document; and

WHEREAS, additional work is needed to complete preparation of the documents, including workshops, meetings, and preparation of formal and informal responses to the HCD; and

WHEREAS, an additional budget amendment and appropriation of $139,581, 50% or $69,790.50 from the General Fund and 50% or $69,790.50 from the Mining Impact Fund is required to pay for ESA to complete the preparation of the Housing, Safety, and Environmental Justice Elements and Environmental Review document.

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

Section 1. The Fiscal Year (FY) 2024-2025 Budget is hereby amended and an amount of $139,581.00 is hereby approved for the appropriation of funds

to pay for the completion of the Housing Element, Safety Element, Environmental Element, and Environmental Review document.

Section 2. The Chief Deputy City Clerk shall attest to the adoption of this resolution, which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 11th day of December 2024.

_____
Albert F. Ambriz, 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. 2024-103-3580 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 11th day of December 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #24.N.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Second Reading - Ordinance No. 790 to Add Chapter 9.68 of Title 9 to the Irwindale Municipal Code

City Manager's Recommendation:

Adopt on second reading Ordinance No. 790, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, ADDING CHAPTER 9.68 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE TO PROHIBIT UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY."

Administrative Action:

Submitted / Prepared by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On November 13, 2024, the City Council introduced Ordinance No. 790 for first reading. If adopted, the Ordinance will create standards for enforcement of campsites and unlawful storage of personal property in accordance with the recent U.S. Supreme Court *Grants Pass* decision. It would now be in order to adopt the ordinance on second reading.

Fiscal Impact:

Costs associated with the enforcement of and attorney's fees for the prosecution of the proposed ordinance.

Attachments:

1. Ordinance No. 790 re Unlawful Camping & Storage of Personal Property

ORDINANCE NO. 790

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, ADDING CHAPTER 9.68 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE TO PROHIBIT UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY

WHEREAS, the City of Irwindale ("City") is committed to protecting the life, health, and safety of its residents and all people within the geographical boundaries; and

WHEREAS, camping within the City tends to degrade property and create unsanitary, disorderly, and dangerous conditions that affect the residents of the City as well as the general public; and

WHEREAS, the storage of personal property associated with these camping activities detracts from the use of property for its intended purposes and also creates unsanitary, disorderly, and dangerous conditions that affect the residents of the City as well as the general public; and

WHEREAS, the United States Supreme Court recently overruled the Ninth Circuit Court of Appeals precedent in *City of Grants Pass v. Johnson*, finding laws that regulate camping did not violate the Cruel and Unusual Punishments Clause of the Eight Amendment of the United States Constitution; and

WHEREAS, the City Council intends to act in accordance with the holding of *City of Grants Pass* by enacting laws regulating camping and storage of personal property in a way that best respects the dignity of all persons; and

WHEREAS, the City Council desires to provide staff with direction on how to enforce the removal of unlawful campsites and unlawfully stored personal property.

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. That the recitals in this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Chapter 9.68 ("Unlawful Camping and Storage of Personal Property") of Title 9 ("Public Peace, Morals and Welfare") of the Irwindale Municipal Code is hereby added and shall now read as follows:

CHAPTER 9.68 – UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY

9.68.010 – Purpose.

The purpose of this Chapter is to:

A. Protect the health, welfare, and safety of residents and all people within the City's boundaries by reserving open spaces and facilities within City limits for their intended purposes.

B. Provide standards for camping and sheltering outdoors which are intended to be as compatible as possible with the protection and preservation of health, safety, and welfare of the inhabitants of the City of Irwindale, including unhoused persons.

C. Address issues such as fire risk, environmental degradation, public access impediments, unsanitary conditions, and public safety hazards for residents, neighboring businesses, and unhoused persons.

9.68.020 – Definitions.

For the purposes of this chapter:

A. "Camp" or "Camping" means to place, pitch, or occupy camp facilities; to live temporarily in a camp facility or outdoors; to use camp paraphernalia in a single location within the City for more than 24 hours.

B. "Camp facilities" include, but are not limited to, tents, huts, or temporary shelter.

C. "Camp paraphernalia" include, but is not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags, hammocks, or cooking facilities and similar equipment.

D. "City Manager" means the City Manager or his or her designee.

E. "Campsite" means a collection of items that are used or intended to be used for temporary habitation outdoors. Campsites contain camping facilities and/or camping paraphernalia.

F. "Exigent circumstance" means any circumstance in which there is an imminent threat to life, health, safety, or infrastructure which must be immediately addressed.

G. "Hazardous item" means items that present a health or safety risk including but not limited to toxic sharps, chemicals, soiled or moldy items, perishable items, controlled substances, contraband, trash or debris, and any items co-mingled with these listed items.

H. "Personal property" means (1) any item having apparent value of $50 or more; or (2) any item that can reasonably be identified as belonging to an individual and that has apparent value or utility, including but not limited to eyeglasses,

operational wheelchairs, walkers, crutches, other medical equipment, bicycles, scooters, strollers in good repair, uncontaminated and habitable tents, photographs, identification cards, bank statements, and legal papers.

I. “Public property” includes, but is not limited to, a public park, public park facility, public parking lots, public passageways, public rights-of-way, publicly owned landscaped areas, public parkways, public medians, public greenbelts, other government-owned properties located within the City.

J. “Special event” includes, but is not limited to, programs operated by City departments, youth or school events, marathons or other sporting events, and other scouting activities.

9.68.030 – Unlawful camping.

A. It is unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia on any public property or any private property.

B. The City Manager may, as provided in § 9.68.040, issue a temporary permit to allow camping on public or private property in connection with a special event.

9.68.040 – Permit for special events.

A. The City Manager, may in his or her discretion, issue a permit to establish, maintain and operate a camp facility in connection with a special event.

B. The City Manager may consult with various departments, the county health officer, and the public prior to issuing any temporary permit.

9.68.050 – Abatement of campsites.

A. The City may remove personal property, camp paraphernalia, camp facilities, and all other property where a person is engaged in unlawful camping in accordance with the following procedures:

    1. A written Notice to Vacate shall be posted on each tent or structure in a conspicuous manner at least 48 hours before beginning campsite removal. The Notice to Vacate shall include the following information:

        a. Posting date and time;

        b. Location;

        c. “Vacate by” date and time;

d. Directions on how to retrieve the collected property and a telephone number for assistance;

e. Date by which collected property must be retrieved from the City before it is discarded; and

f. Removal start and end dates.

2. Removal work shall begin no earlier than the date written on the Notice to Vacate. If removal work does not begin accordingly, a new Notice to Vacate must be reposted before removal operations may begin.

3. Any person who returns to a campsite during abatement shall be allowed to remove their personal property from the site. Any personal property that the individual leaves behind will be deemed abandoned.

4. Time-stamped photographs or videos should be taken before, during, and after removal work has been completed.

5. Personal property that is not a hazardous item shall be time-stamped photographed and inventoried by describing and labeling the items and identifying the campsite location and removal date. Any hazardous item shall be discarded.

6. Collected personal property shall be stored in a secured location for not less than 60 days. Items not retrieved by the owner within 60 days shall be deemed abandoned and may be discarded or recycled.

B. Under exigent circumstances, the City may remove personal property, camp paraphernalia, camp facilities, and all other property where a person is engaged in unlawful camping without a prior written Notice to Vacate.

1. A written notice shall be posted in a conspicuous manner after removal. The notice must contain the following information:

a. Date and time of removal;

b. Location;

c. Directions on how to retrieve the collected property and a telephone number for assistance; and

d. Date by which collected property must be retrieved from the City before it is discarded.

3. Time-stamped photographs or videos should be taken before, during, and after removal work has been completed.

4. Personal property that is not a hazardous item shall be time-stamped photographed and inventoried by describing and labeling the items and identifying the campsite location and removal date. Any hazardous item shall be discarded.

5. Collected property shall be stored in a secured location for not less than 60 days. Items not retrieved by the owner within 60 days shall be deemed abandoned and may be discarded or recycled.

9.68.060 – Unlawful storage of personal property.

A. It is unlawful and a public nuisance for any person to store personal property, including camp facilities and camp paraphernalia, on any public property or any private property without the written consent of the owner, except as otherwise provided by resolution or ordinance of the City Council.

B. The City may remove unlawfully stored personal property in violation of this section in accordance with the following procedures:

1. A written Notice of Removal shall be posted on or near the personal property in a conspicuous manner at least 24 hours before beginning removal. The Notice of Removal shall include the following information:

    a. Posting date and time;

    b. Location;

    c. “Remove by” date and time;

    d. General description of unlawfully stored personal property;

    e. Directions on how to retrieve the collected property and a telephone number for assistance; and

    f. Date of removal.

2. Removal work shall begin no earlier than the date written on the Notice of Removal. If removal work does not begin accordingly, a new Notice of Removal must be reposted before removal operations may begin.

3. Any person who claims the personal property during the process of removal shall be allowed to remove their personal property from the

lawfully stored location. Any personal property that the individual leaves behind will be deemed abandoned.

4. Personal property that is not a hazardous item shall be time-stamped photographed and inventoried by describing and labeling the items and identifying the unlawfully stored location and removal date. Any hazardous item shall be discarded.

5. Collected personal property shall be stored in a secured location for not less than 60 days. Items not retrieved by the owner within 60 days shall be deemed abandoned and may be discarded or recycled.

C. Under exigent circumstances, the City may remove unlawfully stored personal property without a Notice of Removal.

1. A written notice shall be posted in a conspicuous manner after removal. The notice must contain the following information:

a. Date and time of removal;

b. Location;

c. General description of unlawfully stored personal property; and

d. Directions on how to retrieve the collected property and a telephone number for assistance; and

e. Date by which collected property must be retrieved from the City before it is discarded.

2. Personal property that is not a hazardous item shall be time-stamped photographed and inventoried by describing and labeling the items and identifying the unlawfully stored location and removal date. Any hazardous item shall be discarded.

3. Collected personal property shall be stored in a secured location for not less than 60 days. Items not retrieved by the owner within 60 days shall be deemed abandoned and may be discarded or recycled.

9.68.070 – Lawful use of private property.

A. Nothing in this section is intended to prohibit or make unlawful, activities of any owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential and/or other purposes.

B. Nothing in this section is intended to prohibit or make unlawful, activities of a property owner or other lawful user if such activities are expressly authorized by the City's comprehensive zoning ordinance or other laws, ordinances, and regulations.

9.68.080 – Violations and penalties.

A. Any person in violation of this chapter shall be given a verbal or written warning before an infraction citation is issued. Enforcement personnel shall make good faith effort to contact the person and provide a reasonable opportunity to cure the violation. The warning shall describe the activity constituting a violation of this chapter, the action required to fix the violation, and the date and time by which the violation must be cured in order to avoid subsequent violations and penalties.

B. Any subsequent violation of this chapter shall be an infraction and, upon conviction thereof, shall be punishable by a fine not exceeding $50, notwithstanding section 1.12.020. In the Court's discretion, alternative penalties, including but not limited to a reasonable amount of community service, may be imposed.

C. Any violation of this chapter which would otherwise be an infraction is a misdemeanor if a person has been convicted of an infraction under this section within 1 year immediately preceding the date of the first violation.

SECTION 3. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 4. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale at a regular meeting held on the ___ day of _____ 2024.

_____
Albert F. Ambriz, 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, California do hereby certify that the foregoing Ordinance No. 790 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on the 13th day of November 2024, and was duly adopted at a regular meeting of the City Council of the City of Irwindale held on the ____ day of _____ 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 790, adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2024 to be posted at the City Hall, Library, and Post Office on _____.

_____ Dated:_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #24.O.

City of IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Second Reading - Ordinance No. 791 to Add Chapter 9.72 of Title 9 to the Irwindale Municipal Code

City Manager's Recommendation:

Adopt on second reading Ordinance No. 791 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 9.72 OF TITLE 9 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT ANY UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS TO THE CITY OF IRWINDALE."

Administrative Action:

Submitted / Prepared by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On November 13, 2024, the City Council introduced Ordinance No. 791 for first reading. This Ordinance prohibits any government-sponsored relocation of unhorsed persons into the City's jurisdiction, subject to limited exceptions. It would now be in order to adopt the ordinance on second reading.

Fiscal Impact:

Costs associated with the enforcement of and attorney's fees for the prosecution of the proposed ordinance.

Attachments:

1. Ordinance No. 791 re Unsanctioned Government-Sponsored Relocation

ORDINANCE NO. 791

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 9.72 OF TITLE 9 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT ANY UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS TO THE CITY OF IRWINDALE

WHEREAS, the Irwindale ("City") has become aware of a recent incident in which a disabled, unhoused individual was transported and dropped off in the City of Santa Cruz by Hanford Police Department officers without any authorization from the City of Santa Cruz or its homeless shelter operators; and

WHEREAS, if cities and counties can simply relocate unhoused persons to another jurisdiction, no jurisdiction would be incentivized to provide shelter, affordable housing, and outreach services critical to solving California's homelessness crisis; and

WHEREAS, incidents similar to the one described above prevent cities and counties from responsibly addressing homelessness; and

WHEREAS, the City does not have the resources available to provide shelter and services to any person experiencing homelessness who is dropped off in the City by law enforcement officers, employees, or agents of another jurisdiction; and

WHEREAS, Governor Gavin Newsom's recent Executive Order N-1-24 directed removal of homeless encampments on state properties which may cause more cities and counties to attempt relocation of its unhoused population; and

WHEREAS, the City Council now desires to add provisions to the City's Municipal Code to preempt any similar incidents to that of the City of Santa Cruz.

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. That the recitals in this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Chapter 9.72 ("Prohibition of Unsanctioned Government-Sponsored Relocation of Unhoused Persons") of Title 9 ("Public Peace, Morals and Welfare") of the Irwindale Municipal Code is hereby added and shall now read as follows:

Chapter 9.72 PROHIBITION OF UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS

§ 9.72.010 – Purpose.

The purpose of this chapter is to:

1. Help preserve the City's limited homelessness-related resources, including but not limited to shelter and outreach, for the benefit of individuals residing in the City; and

2. Encourage the appropriate government agencies to provide shelter, care, outreach, and other homelessness-related resources to persons experiencing homeless within their jurisdiction, rather than simply transporting these individuals elsewhere; and

3. Prevent government agencies from engaging in the cruel and inhumane treatment of unhoused persons.

§ 9.72.020 – Unsanctioned relocation prohibited.

A. No law enforcement officer, agent, or employee of a county, city, or other governmental entity, when acting in their official capacity, shall transport and drop off an individual on public property or private property that is accessible to the public within the City of Irwindale if the individual lacks a fixed, regular, and adequate nighttime residence.

B. A person "lacks a fixed, regular, and adequate nighttime residence" within the meaning of this section if that person:

    1. Has a primary nighttime residence that is on public property or private property not meant for habitation; or

    2. Lives in a publicly or privately operated shelter designated to provide temporary living arrangements, including but not limited to congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs; or

    3. Is exiting an institution where they have resided for 90 days or less and resided in an emergency shelter or place not meant for habitation immediately before entering that institution.

§ 9.72.030 – Exceptions.

The prohibitions of this chapter shall not apply to the following authorized activities:

1. Transporting a person to be treated at a hospital or other medical facility; or

2. Transporting a person to reside at a facility such as a shelter, temporary housing, or permanent housing, when a law enforcement officer, agent, or employee of a

county, city, or other governmental agency has verified that the individual being transported has already been accepted to reside at the facility; or

3. Transporting a person to attend a verified appointment with a governmental or non-profit social service provider; or

4. Any transportation or drop off activities undertaken by the City of Irwindale or the City of Irwindale Police Department on the City's behalf within the City of Irwindale; or

5. The operations of a governmental provider of public transportation, including but not limited to the Metro, Metrolink, and Foothill Transit.

§ 9.72.040 – Violations and penalties.

A violation of any provision of this chapter shall be a misdemeanor.

SECTION 3. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 4. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale at a regular meeting held on the ___ day of _____ 2024.

_____
Albert F. Ambriz, 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, California do hereby certify that the foregoing Ordinance No. 791 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on the 13th day of November 2024, and was duly adopted at a regular meeting of the City Council of the City of Irwindale held on the ____ day of _____ 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 791, adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2024 to be posted at the City Hall, Library, and Post Office on _____.

_____ Dated:_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #24.P.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Construction Change Orders for the Aquatic Center Swimming Pool Renovation Project; P-1062

City Manager's Recommendation:

Adopt Resolution No. 2024-111-3588 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) APPROVING CONSTRUCTION CHANGE ORDER IN THE AMOUNT OF $290,856.92 FOR THE AQUATIC CENTER SWIMMING POOL RENOVATION PROJECT (P-1062) TO INCREASE THE CONTRACT FROM $611,886.69 TO $902,743.61; AND (2) APPROVING AN UPDATED 10% PROJECT CONTINGENCY IN THE AMOUNT OF $90,274.36 TO COVER ANY UNFORESEEABLE CONDITIONS THAT MAY ARISE DURING CONSTRUCTION"

Administrative Action:

Submitted / Prepared by:

Eddie Chan, Director of Engineering / Building Official

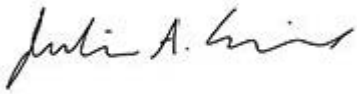
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On July 24, 2024, the City Council awarded the contract for the construction of the Aquatic Center Swimming Pool Renovation Project (P-1062) to Blue Star Pools, Inc. for the amount of $611,886.69.

The original scope of work for the project included (1) removal and replacement of the existing main pool plaster and tiles; (2) main pool deck replacement; (3) main pool ADA compliant accessibility modification; (4) main pool safety markers replacement; (5) main pool gutter and surge tank waterproofing; (6) removal and replacement of the existing underwater light fixtures with LED upgrade; (7) springboard replacement/refinishing; and (8) installation of a new ADA compliant pool lift. However, one change order initiated by the City is being requested to extend the removal and reconstruction of the concrete deck to the perimeter fence on three sides and to the existing Office Building on the south side, which will exceed the current contingency amount of $61,188.67.

The total amount of the proposed change order is $290,856.92, bringing the total contract amount to $902,743.61. The original 10% contingency amount of $61,188.67, along with the additional 10% contingency for the change orders of $29,085.69 results in a revised contingency amount of $90,274.36.

Fiscal Impact:

The Fiscal Year 2024-2025 adopted budget's Capital Improvement Program Project No. 8229 (Swimming Pool Facility & Lift Remodel Project) has sufficient funding to cover the $319,942.61 ($290,856.92 + $29,085.69) change order(s). No additional funding is being requested.

Attachments:

1. Change Order - Concrete Deck - 12.2.24
2. Resolution re Approval of Construction Change Order re Aquatic Center Swimming Pool Renovation Project

Bid Proposal

Bid valid for 60 Days

Irwindale Aquatic Access
5050 Irwindale Avenue
Irwindale, CA 92806

Date: 11/25/2024

	INCL'D	OPTION	AMOUNT	AMOUNT
SWIMMING POOL DECK REMODEL				
CONCRETE DECK				**$290,856.92**
ADMIN: Plans, permit processing performance bond and administrative.	x		$ 25,902.52	
DEMO: Demo approx. 6,700 SF of concrete around the pool area up to next to the building. Haul away concrete. Pay dump fees.	x		$ 75,182.40	
PREPARATION: Run drainge with new grates spots. drade , compact base in preparation for concrete, install grade 60 rebar #4 @16". Install anchor for diving boards. Remove fence next to building and set it back.	x		$ 75,908.80	
SURGE TANK: Remove slab on surge tank and remove hatch. Install forms and grade 60 rebar #5 @ 12" O.C. Pour 4,500 PSI concrete.	x		$ 17,978.40	
CONCRETE: Pour approx 6,700 SF of concrete broom finish and color TBD.	x		$ 95,884.80	
EXCLUSIONS AND OWNER RESPONSIBILITIES				
			$ -	
		TOTAL		**$290,856.92**

RESOLUTION NO. 2024-111-3588

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) APPROVING CONSTRUCTION CHANGE ORDER IN THE AMOUNT OF $290,856.92 FOR THE AQUATIC CENTER SWIMMING POOL RENOVATION PROJECT (P-1062) TO INCREASE THE CONTRACT FROM $611,886.69 TO $902,743.61; AND (2) APPROVING AN UPDATED 10% PROJECT CONTINGENCY IN THE AMOUNT OF $90,274.36 TO COVER ANY UNFORESEEABLE CONDITIONS THAT MAY ARISE DURING CONSTRUCTION

WHEREAS, on July 24, 2024, the City Council awarded the contract for the construction of the Aquatic Center Swimming Pool Renovation Project (P-1062) to Blue Star Pools, Inc. for the amount of $611,886.69; and

WHEREAS, the original scope of work for the project included (1) removal and replacement of the existing main pool plaster and tiles, (2) main pool deck replacement, (3) main pool ADA compliant accessibility modification, (4) main pool safety markers replacement, (5) main pool gutter and surge tank waterproofing, (6) removal and replacement of the existing underwater light fixtures with LED upgrade, (7) springboard replacement/refinishing, and (8) installation of a new ADA compliant pool lift; and

WHEREAS, the City initiated one change order to extend the removal and reconstruction of the concrete deck to the perimeter fence on three sides and to the existing office building on the south side of the construction; and

WHEREAS, the total proposed change order is $290,856.92, bringing the total contract amount to $902,743.61; and

WHEREAS, an additional $29,085.69 will need to be added to the existing contingency to keep the 10% overall project contingency; and

WHEREAS, the Fiscal Year 2024-2025 adopted budget's Capital Improvement Program Project No. 8229 (Swimming Pool Facility & Life Remodel Project) has sufficient funding to cover the additional $290,856.92 contract amount and $29,085.69 contingency amount for a total of $319,942.61.

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

SECTION 1. The City Council hereby approves construction change orders in the amount of $290,856.92, attached hereto as Exhibit "A", to increase the contract from $611,886.69 to $902,743.61.

SECTION 2. The City Council hereby approves an updated 10% project contingency in the amount of $90,274.36 to cover any unforeseeable conditions that may arise during construction.

SECTION 3. The Chief Deputy City Clerk shall certify to the passage and adoption of this resolution, and the same thereupon take effect and be in force.

PASSED, APPROVED and **ADOPTED** this 11th day of December 2024.

_____

, 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, MMC, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-111-3588 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 11th day of December 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #24.Q.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Acceptance of the Construction of the Irwindale Park Improvements Project Phase IV & V - P-1011

City Manager's Recommendation:

(1) Ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for the constructed improvements for the Irwindale Park Improvements Project Phase IV & V; (2) approve the final construction project amount of $5,940,342.54; (3) authorize the City Clerk to record the Notice of Completion; (4) authorize the Finance Director to release the 5% retention amount for the construction project; and (5) **adopt Resolution No. 2024-110-3587** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING AN ADDITIONAL $607,674.02 FROM THE GENERAL FUND TO THE IRWINDALE PARK IMPROVEMENTS PROJECT PHASE IV & V; P-1011".

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering / Building Official

Prepared by:

Francisco Carrillo, Construction Compliance Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On June 28, 2023, the City Council awarded the Irwindale Park Improvements Project Phase IV & V to Simgel Co. Inc. in the amount of $4,720,000.00. Additionally, a 20% project contingency of $944,000.00 was approved to address any unforeseen conditions that may arise during construction, bringing the total authorized amount to $5,664,000.00.

At the same City Council meeting, the City Council approved an agreement with Z&K Consultants for Construction/Project Management, Inspection, and Construction Surveying Services in the amount of $242,405.00. A 15% project contingency of $36,361.00 was also approved, resulting in a total authorized amount of $278,766.00.

On February 14, 2024, the City Council approved Amendment No. 3 to the professional services contract agreement between Steven A. Ormenyi & Associates and the City of Irwindale for the contract administration during the construction of the Irwindale Park Improvements Project Phases IV, and V in the amount of $100,000.00 to support the City on the Architectural construction support for additional work and changes to the plans and construction.

The original scope of work for the Irwindale Park Improvements, Project Phase IV & V, included ADA accessibility and compliance, renovate and reconstruct two (2) restroom facilities and a picnic/BBQ shelter, install one (1) new picnic shelter, and irrigation, amenities and landscaping.

During construction, additional work beyond the original scope of work deemed necessary was done which resulted in forty-four (44) contract change orders for the project. These changes arose from various circumstances, including discrepancies in the plans and specifications (P&E), City-initiated change requests, unforeseen field conditions, corrections of design errors and omissions, building code (BC) interpretations, and ADA compliance issues.

The additional work included, but was not limited to:

- **Restrooms and Picnic Shelters**: Modifications during demolition and construction.
- **Lighting and Electrical Improvements**: Replacement of nine (9) light poles and their footings near the parking lot, upgrades to electrical pull boxes throughout the site, and installation of

two (2) new Edison service meters as directed by Edison.

- **City-Requested Enhancements**: Installation of temporary power for night lighting on Allen Dr. and Calle de Paseo, construction of a new concrete sidewalk/walk path on the park's south side, installation of new benches, and a new irrigation controller for the softball field.
- **Technology Upgrades**: Installation of a communications line and conduit for an additional CCTV camera.
- **Other Improvements**: Additional irrigation devices and other unforeseen related work required to complete the project.

These changes were necessary to address evolving project requirements, ensure compliance, and improve functionality and safety across the park.

The total cost of the 44 additional change orders was $1,220,342.54. The construction contingency was approved in the amount of $944,000.00. The final construction cost of the Irwindale Park Improvements Phase IV & V Project, which includes the amounts from the change orders is $5,940,342.54, which is $276,342.54 more than the previously authorized amount. Staff recommends that the City Council ratify the changes in the contract amount due to the additional work.

The construction management and inspection services contract incurred an additional costs of $69,008.00. The final amount of the services provided, including all additional work, is $347,774.00.

Architectural construction support services provided by Steven Ormenyi, Landscape Architect, for additional work and changes to the plans and construction were originally approved for $100,000.00. The final cost of these services amounted to $140,500.00. Of this total, $28,533.09 was for architectural support related to previous park phases, leaving the current project with an additional expense of $11,966.91.

The total cost for the Irwindale Park Project Phase IV and V, is $6,621,971.02. This includes, construction, inspection and management, and other construction support & miscellaneous expenses miscellaneous expenses for this project as shown below:

Construction - Phase IV & VI	$ 5,940,342.54
Construction Management & Inspection – Phase IV & V	$ 347,774.00
Architectural construction support by Steven Ormenyi, per Contract Amendment No. 3	$ 140,500.00
Plump Engineering – Construction/Structural Engineering Support	$ 8,158.40
New Waterline Services installed by Water Co. & paid to contractor as CCO #01 for $108,382.20. *	$ 109,466.02
Other Construction Support & Miscellaneous Expenses (advertising, printing, SCE, WCA tree trimming**, plaque engraving, benches/picnic shelter)	$ 75,730.06
Total Project Cost to Date	**$ 6,621,971.02**

* The waterline Services is not considered a change order, but work was arranged by the contractor as established on the project plans and work wase paid to the contractor as CCO No.1 in the amount $108,382.20 and later added $1,083.82 as part of the contract for bonding = $109,466.02. An adjustment in compensation through corrections to the change orders has been made and will be deducted and included now as an allowance charge to the City in the amount noted.

** Part of West Coast Arborists Cost was recovered through a credit change order.

Fiscal Impact:

The approved budget for the Irwindale Park Improvements Project Phases IV and V, under Account No. 48-80-800-45200-8243, was set at $6,014,297.00. However, the total project cost has reached $6,621,971.02, which includes all costs associated with the project as detailed in the table above. To cover the overall cost of the project, additional funding of $607,674.02 from the General Fund Reserve is now being requested to complete the Park Improvements for Phases IV and V.

Attachments:

1. 12-11-2024 Acceptance of Construction of the Park Imp Phase IV & V Project (P-1011) - RESOLUTION
2. 2024-12-02 CCO Log
3. 12-11-2024 - Irwindale Park Imp Phase IV & V Project (P-1011 (NOC)

RESOLUTION NO. 2024-110-3587

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING AN ADDITIONAL $607,674.02 FROM THE GENERAL FUND TO THE IRWINDALE PARK IMPROVEMENTS PROJECT PHASE IV & V; P-1011

WHEREAS, on June 28, 2023, the City Council awarded the Irwindale Park Improvements Project Phase IV & V to Simgel Co. Inc. in the amount of $4,720,000.00. Additionally, a 20% project contingency of $944,000.00 was approved to address any unforeseen conditions that may arise during construction, bringing the total authorized amount to $5,664,000.00; and

WHEREAS, on June 28, 2023, the City Council approved an agreement with Z&K Consultants for Construction/Project Management, Inspection, and Construction Surveying Services in the amount of $242,405.00. A 15% project contingency of $36,361.00 was also approved, resulting in a total authorized amount of $278,766.00; and

WHEREAS, on February 14, 2024, the City Council approved Amendment No. 3 to the professional services contract agreement between Steven A. Ormenyi & Associates and the City of Irwindale for the contract administration during the construction of the Irwindale Park Improvements Project Phases IV, and V in the amount of $100,000.00 to support the City on the Architectural construction support for additional work and changes to the plans and construction; and

WHEREAS, this project has been substantially completed as of June 24, 2024, and due to landscape maintenance responsibilities by the contractor it is established based on the specification of the contract documents that project completion shall be by December 25, 2024; and

WHEREAS, during construction, additional work beyond the original scope of work deemed necessary was done which resulted in forty-four (44) contract change orders for the project. These changes arose from various circumstances, including discrepancies in the plans and specifications (P&E), City-initiated change requests, unforeseen field conditions, corrections of design errors and omissions, building code (BC) interpretations, and ADA compliance issues; and

WHEREAS, after a thorough assessment of contract change orders, it is warranted in the form of the forty-four (44) contract change orders totaling the amount of $1,220,342.54, from where $276,342.54 was exceeded the previously authorized amount; and

WHEREAS, Architectural construction support services incurred an additional $40,500.00; and

WHEREAS, Construction management and inspection services incurred an additional $69,008.00; and

WHEREAS, other construction support and minor expenses incurred an additional $193,354.48; and

WHEREAS, a total of $607,674.02 will need to be appropriated to cover the full cost of these contract change orders and additional work to the Irwindale Park Improvements Project Phase IV & V Project; and

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

SECTION 1. The City Council hereby appropriates $607,674.02 from the General Fund Reserves to be transferred to the Irwindale Park Improvements Project Phase IV & V Project

SECTION 2. The Chief Deputy City Clerk shall certify to the passage and adoption of this resolution, and the same thereupon take effect and be in force.

PASSED, APPROVED and **ADOPTED** this 11th day of December 2024.

_____
Albert F. Ambriz, 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, MMC, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-110-3587 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 11th day of December 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Irwindale Park Improvements Phase IV & V

CCO No.	Former CCO No.	Contract Change Orders (COOs) DESCRIPTION	Approval
Allw 1	1	New 2" Water Line Services	$ 108,382.20
1	2	Remove Picnic Tables, Break & Haul Away	$ 19,216.70
2	3	New 4" Communication Line	$ 30,588.75
3-1	5-1	Demolition of Restroom 1 per RFI 17	$ 797.13
3-2	5-2	Demolition of Restroom 2 per RFI 20	$ -
3-3	5-3	Demolition of Restroom 1&2 per RFI 21	$ 5,289.91
3-4	5-4	Demolition of Restroom 1&2 per RFI 22	$ 7,557.02
3-5	5-5	Demolition of Restroom 1&2 per RFI 24	$ 5,704.00
3-6	5-6	Demolition of Restroom 2 per RFI 25	$ 6,737.86
4	6	Temporary Power for Allen Street corner	$ 18,117.67
5a	7a	Pedestals For SCE North	$ 48,102.46
5b	7b	Pedestals For SCE South	$ 30,000.00
6-1	8-1	Sewer Plumbing for Restrooms	$ 40,308.31
6-2	8-2	Restrooms Trap Primer	$ 26,624.13
6-3	8-3	Restrooms Hammer Arrester	$ 14,148.29
7	9	Removing Existing Light Poles with Footings	$ 53,948.52
8	10	Removing Rocks and Boulders, Hauling and Dumping	$ 81,985.38
9	11	Removing and Replacing of Existing Concrete Walkway	$ 9,676.82
10	13	Metal Fence Modification for Picnic Shelter 1	$ 5,721.11
11	14	Adding Electrical Pull Boxes	$ 33,441.16
12	18	Raising up Columns of Picnic Shelter 1	$ 17,051.24
13	19	Changing Beams of Restrooms 1 and 2	$ 49,231.04
14	21	South of Restroom 2, Parking Area Walkway	$ 337,040.00
15	23	Lights in Restrooms Utility Rooms	$ 11,605.50
16	24	Copper Lines to Backflow	$ 19,403.59
17	25	New Walkway by Horse Shoe Pit	$ 15,000.00
18	26	Unforeseen Utilities	$ 17,766.04
19	27	Access Panels for Restrooms	$ 3,500.74
20	30	Camera Conduit	$ 11,359.08
21	31	Perforated Metal Panels Stainless Steel	$ 18,112.64
22	32	Extra Irrigation Work	$ 50,000.00
23	33	Pull Box next to Memorial Rock	$ 5,000.00
24	36	Additional Irrigation controller	$ 14,821.78
25	39	Outlet changes 4/10/24 Email	$ 24,000.00
26	40	Extra Benches	$ 33,147.62

CCO No.	Former CCO No.	Contract Change Orders (COOs) DESCRIPTION	Approval
27	41	Water line Shelter 1	$ 10,447.01
28	42	Frames under Beams Shelter 1	$ 3,746.66
29	43	Block walls counter top Shelt 1	$ 5,000.00
30	44	Fence ext. above gates Shelt 1	$ 17,919.78
31	45	Concrete Beams in Restrooms Ph5	$ 2,654.60
32	46	Block wall closing opening restroom 2	$ 3,000.00
33	49	Picnic Shelter Gas Line Leak	$ 59,249.13
34	50	Baby change siding SS	$ 3,750.00
35	51	Drinking Fountain siding SS	$ 3,827.20
36	52	2 ADA Domes Panels in the Parking lot ramps	$ 2,000.00
37	53	Modify Electrical doors and Frames	$ 4,533.02
38	54	Additional BBQ stands modif.	$ 5,400.86
39	55	N. of Soft Ball & PD Irrigations	$ 21,646.10
40	58	D.F. Drain in the Parking lot	$ 189.03
41	62	Picnic Sheletr 2 Caving in & Rocky	$ 21,782.75
42	63	Tree Removals by PD Wall	$ 12,002.65
43	66	Credit RR Epoxy Flooring	$ (11,893.27)
44	67	Credit WCA Tree Trimming and D-Tree R&R	$ (22,000.07)
		TOTAL	**$ 1,316,642.14**
		1% Bond	$ 13,166.42
			$ 1,329,808.56

Allwce 1	1	New 2" Water Line Services	**$ 108,382.20**
		1% Bond	$ 1,083.82
			$ 109,466.02

TOTAL	**$**	**1,329,808.56**
	$	(109,466.02)
Total Change Orders	**$**	**1,220,342.54**

RECORDING REQUESTED BY: /
CITY OF IRWINDALE /
/
WHEN RECORDED MAIL TO: /
City of Irwindale /
Department of Public Works /
5050 N. Irwindale Avenue /
Irwindale, CA 91706 /
/
/
/

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENT AND WORK

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of an interest or estate in the hereinafter described real property, the nature of which interest or estate is: CITY OF IRWINDALE – IRWINDALE PARK IMPROVEMENTS PHASE IV & V (P-1011).

2. The full name of the owner is: CITY OF IRWINDALE.

3. The full address of the owner is: 5050 NORTH IRWINDALE AVENUE, IRWINDALE, CALIFORNIA, 91706.

4. On the 11th day of DECEMBER 2024, there was completed upon the hereinafter-described real property the following work: IRWINDALE PARK IMPROVEMENTS PROJECT PHASE IV & V.

5. The name of the original contractor for the work described above was: SIMGEL CO. INC.

6. The real property referred to herein is situated in the City of Irwindale, County of Los Angeles, State of California and is described as follows: IRWINDALE PARK IMPROVEMENTS PHASE IV & V PROJECT (P-1011).

DATED: _____, 2024

_____
Eddie Chan, Director of Engineering/Building Official
City of Irwindale

ATTEST:

_____

Chief Deputy City Clerk

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 _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___,

by _____ _____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature_____

Item #24.R.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Declaration of Surplus Equipment

City Manager's Recommendation:

Receive and file.

Administrative Action:

Submitted / Prepared / Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The equipment items described in the attached list are computer hardware and electronic devices that have exceeded their useful life and are merely occupying storage space with no potential marketable value. These items have become obsolete, worn out, broken, or unsuitable for City use. As such, the Purchasing Manager has declared the equipment to be surplus property per the attached declaration.

Section 3.44.150 of the Irwindale Municipal Code outlines the following procedure to dispose of surplus equipment:

1. All departments must submit to the purchasing manager reports showing all equipment no longer used or which has become obsolete or worn out.
2. The purchasing manager makes a declaration of the surplus equipment.

3. The item must be offered for sale on a competitive bid basis after proper notice to the public.
4. After a reasonable effort has been made to obtain competitive bids and no offers are received for any item, the purchasing manager is authorized to dispose of such item for the highest scrap value that can be obtained.

If a reasonable effort to do so procures no opportunity to sell the same for scrap, the purchasing manager may cause its destruction or any other disposition.

The most efficient and cost-effective method of securing competitive bids, given the value of the equipment, is through a public auction service. Through this method, the City may likely receive the highest bid and the equipment may be sold in a single, efficient manner.

However, since the computer and electronic equipment items listed have no real resale value, they are more appropriately considered electronic waste (e-waste). Therefore, the purchasing manager, per the authority in Section 3.44.150 of the Irwindale Municipal Code, has determined that the most feasible way to dispose of this e-waste is through an electronic waste recycler.

This item is before the City Council in the spirit of transparency, and no action is required by the City Council.

Fiscal Impact:

The computer and electronic items on the attached list have no significant resale value. Any potential residual funds from disposing the items as e-waste through a recycler are anticipated to be nominal, if any, and would be credited to the General Fund.

Attachments:

1. 1. Computer & Electronic Equipment
2. 2. Computer & Electronic Equipment
3. 3. Computer & Electronic Equipment
4. 4. Computer & Electronic Equipment
5. 5. Computer & Electronic Equipment

CITY OF IRWINDALE

PROPERTY TRANSFER/DISPOSITION FORM

(USE ONE FORM PER ITEM)

INSTRUCTIONS

1. Complete Section A
2. Use Section B for Transfers Only
3. Use Section C for Dispositions Only
4. Section D – Approval Signatures
5. Return to Purchasing Department

SECTION A – GENERAL EQUIPMENT INFORMATION

Description of Item (Complete where applicable): Audio Dynamix (Stereo System & Speakers)

Original Purchase Price is estimated to have been less than $5,000. ☒ Yes ☐ No

City Tag # N/A	Vehicle Identification # N/A
Model # PD-M426; CT-W208R; XR560; CH-TF FREQ.600.800.MHz	Serial # N/A
Manufacturer Name: Pioneer (CD, Audio Tape Player); Peavey (Sound); Shure (Wireless Mic)	Year of Manufacture: Unknown

Condition: ☐ Good ☐ Fair ☐ Poor ☐ Operational ☒ Non operational ☐ Beyond Repair

SECTION B – INTERNAL TRANSFER BETWEEN DEPARTMENTS

Estimated Surplus Value: $

☐ Estimate from City Staff – Name:

☐ Professional Appraisal (please attach a copy)

☐ Estimated Depreciation Value – Describe:

☐ Offer from Another Agency – Name:

SECTION C - DISPOSITION

☒ No value (broken or destroyed) – Tossed ☐ Trade in for new Replacement Equipment – Recycled Electronic Waste

☐ Transferred to a Non-Profit:

☐ Transferred to a Governmental Agency:

☐ Auction:

Name: _____

Address: _____

Phone: _____

Sale Price: $_____ Net Sale Price (Purchase price less any fees paid): $_____

_____

Payment Method to the City ☐ Check ☐ Trade in Value on Purchase Order: $_____

SECTION D – APPROVAL SIGNATURES

Originating Department Approval

Dept. Head Name: Elizabeth Rodriguez Title: Public Services Director	Signature: Elizabeth Rodriguez	Date: 11/26/24

Receiving Department Approval (If applicable)

Dept. Head Name: Title:	Signature:	Date:

Authorized City Official Approving Property Transfer/Disposal

Name: Kambiz Borhani Title: Director of Finance	Signature:	Date: 11/27/24

FOR SERVICE YARD USE ONLY

Date of Pickup:_____ Final Destination:_____

Service Yard Employee Signature:_____

CITY OF IRWINDALE

PROPERTY TRANSFER/DISPOSITION FORM

(USE ONE FORM PER ITEM)

INSTRUCTIONS

1. Complete Section A
2. Use Section B for Transfers Only
3. Use Section C for Dispositions Only
4. Section D – Approval Signatures
5. Return to Purchasing Department

SECTION A – GENERAL EQUIPMENT INFORMATION

Description of Item (Complete where applicable): Bingo Machine / Board

Original Purchase Price is estimated to have been less than $5,000. ☒Yes ☐No

City Tag # ~~N/A~~ 00000728	Vehicle Identification #
Model # N.A	Serial # N.A
Manufacturer Name N.A	Year of Manufacture N.A.

Condition: ☐ Good ☐ Fair ☐ Poor ☐ Operational ☒Non operational ☐Beyond Repair

SECTION B – INTERNAL TRANSFER BETWEEN DEPARTMENTS

Estimated Surplus Value: $ 0

☐ Estimate from City Staff – Name: Eloise Beltran

☐ Professional Appraisal (please attach a copy)

☐ Estimated Depreciation Value – Describe:

☐ Offer from Another Agency – Name:

SECTION C - DISPOSITION

☒ No value (broken or destroyed) – Tossed ☐ Trade in for new Replacement Equipment – Recycled Electronic Waste

☐ Transferred to a Non-Profit:

☐ Transferred to a Governmental Agency:

☐ Auction:

Name: _____

Address: _____

Phone: _____

Sale Price: $_____ Net Sale Price (Purchase price less any fees paid): $_____

Payment Method to the City ☐Check ☐Trade in Value on Purchase Order: $_____

SECTION D – APPROVAL SIGNATURES

Originating Department Approval

Dept. Head Name: Elizabeth Rodriguez Title: Public Services Director	Signature: Elizabeth Rodriguez	Date: 11/26/24

Receiving Department Approval (If applicable)

Dept. Head Name: Title:	Signature:	Date:

Authorized City Official Approving Property Transfer/Disposal

Name: Kambiz Borhani Title: Director of Finance	Signature:	Date: 11/27/24

FOR SERVICE YARD USE ONLY

Date of Pickup:_____ Final Destination:_____

Service Yard Employee Signature:_____

m.Property Transfer-Disposition Bingo Board.doc

MAKE	MODEL	SERIAL	ASSET TAG	DESCRIPTION	QUANTITY
Gateway	LP Mini Tower TB3 Performance 650	17928697	N/A	PC Tower	1
N/A	N/A	N/A	N/A	Chamber of Commerce Bingo Spinner	1
Apple	iPad A1474	DMPR2PABFK10	0023	Old iPad	1
Casil	CY151219	8141003211	N/A	Sealed Lead-Acid Battery	1
Ultra Tech Power Products	N/A	4004930402	N/A	Rechargeable Sealed Lead Acid Battery	1
Power Patril	N/A	5648933593	N/A	Sealaed Rechargeable Battery	1
Uniden America Corporation	BC796D	320Z54005388	N/A	Trunk Tracker IV	1
Acco Brands	Heat Seal H425	UF 16753X	N/A	Personal Laminator	1
LEDCO	The Educator Thermal Roll Laminator	ED-25-13257	00000668	Laminator	1
Hewlett-Packard	HP LaserJet 600 M601	CNCCF5R0D5	N/A	LaserJet Printer	1
Hewlett-Packard	HP LaserJet Pro MFP M521dn	CNB7F3T663	N/A	LaserJet Pro Printer	1
PowerVar	ACDEF700-11	1707101R-1720040	N/A	UPS	1
PowerVar	ACDEF700-11	1707101r-1420156	N/A	UPS	1
HecklerDesign	N/A	N/A	N/A	iPad table mount	1
Toshiba	E05A075BAU2XK	71BJS9UUSMC1	N/A	750 GB External HDD	1
APC	Genuine RBC	3A2016XX18480	N/A	Lead Acid Battery	1
Hewlett-Packard	HP EliteDesk 800 G5 SFF	MXL00240CZ	0150	PC Tower	1
Hewlett-Packard	HP Z240 SFF Workstation	2UA6243M7G	0175	PC Tower	1
Hewlett-Packard	HP EliteDesk 800 G2 SFF	MXL6430HKG	0159	PC Tower	1
Hewlett-Packard	HP EliteDesk 800 G2 SFF	MXL6232YPZ	0158	PC Tower	1
Hewlett-Packard	HP Z220 SFF Workstation	2UA3161YG0	0149	PC Tower	1
Hewlett-Packard	LFHMT01GU9O0KA	N/A	N/A	800 G2 & 705 G2 Monitor Stand	2
Hewlett-Packard	921010-001	N/A	N/A	E243i-V2 Monitor Stand	8
Hewlett-Packard	N/A	N/A	N/A	E241i Monitor Stand	13
Hewlett-Packard	N/A	N/A	N/A	E221 Monitor Stand	1
Hewlett-Packard	N/A	N/A	N/A	Monitor Stand	1
Hewlett-Packard	N/A	N/A	N/A	LA2405wg Monitor Stand	1
Hewlett-Packard	N/A	N/A	N/A	E242 Monitor Stand	2
Hewlett-Packard	N/A	N/A	N/A	LA1751G Monitor Stand	1
Hewlett-Packard	N/A	N/A	N/A	PC Tower Side Panel Cover	2
Acer	UT222Q	4.12001E+11	N/A	LCD Monitor	1
Ergotron	N/A	N/A	N/A	Crate of various Ergotron monitor arms	1
Aomais	Aomais Sport II	2AFSGF2	N/A	Speaker	1
Infinity	In-USB-2	9492220715	N/A	Dictation Foot Control	1
X-keys	N/A	32078	N/A	Dictation Foot Control	1
Cradlepoint Technology	3G/ 4G Mobile Broadband	MM090087000268	N/A	Broadband Router	1
Various	N/A	N/A	N/A	Box of wired/ wireless keyboards	1
Various	N/A	N/A	N/A	Box of wires/ miscelaneous items	1
CSB	HR 1234W F2FR	N/A	N/A	Sealed Lead Battery	2
Microlab Lifestyle	Microlab M600	EHW050627	N/A	Subwoofer System	1
Fellowes	OD1500C	N/A	N/A	Paper Shredder	1
Hewlett-Packard	HP EliteOne 800 G2 23-in Touch GPU All-in-One PC	MXL6140RMR	0141	All-in-One PC	1
Hewlett-Packard	HP EliteOne 800 G2 23-in Touch GPU All-in-One PC	MXL6121Q4L	0142	All-in-One PC	1
Hewlett-Packard	HP EliteOne 800 G2 23-in Touch GPU All-in-One PC	MXL61223FP	0297	All-in-One PC	1
Keurig	Keurig K921	921.C11B.0236874	N/A	Coffee Maker	1
Getac	Getac F110	RF339F1235	00000902	Ruggedized Tablet	1
Getac	Getac F110	RF339F1224	00000899	Ruggedized Tablet	1
Getac	Getac F110	RF339F1231	00000897	Ruggedized Tablet	1
Canon	Selphy CP 1200	213204223788	N/A	Card printer w/ cards	1
Canon	CA-CP200B	N/A	N/A	Power Adapter	1
Gamber-Johnson	N/A	N/A	N/A	MDC mounted keyboard	1
Gamber-Johnson	7160-0542	D03715AAX039	N/A	MDC MDC mount	1
Hewlett-Packard	HP Z240 SFF Workstation	2UA6243M79	0156	PC Tower	1
Hewlett-Packard	HP Z240 SFF Workstation	2UA6243M7S	0146	PC Tower	1
Hewlett-Packard	HP Z240 SFF Workstation	2UA6243M7Y	0174	PC Tower	1
Dell	Optiplex 380	HF38PN1	N/A	PC Tower	1
Various	N/A	N/A	N/A	Various size ram sticks	1
Audio Dynamix	N/A	N/A	0586	Stereo & Rolling speakers	2
Digital Watchdog	VMAX16	VM160210330046	N/A	Digital Video Recorder	1
Brother	HL-L2350DW	U64964C8N382216	N/A	Ink Printer	1
APC	APCRBC118	7A1749L47875	N/A	Back-up Battery	1
APC	APCRBC118	7A1749L47885	N/A	Back-up Battery	1
Fortinet	FortiGate 310B	FG300B3908601960	0812	Fortigate	1
Ergotron	N/A	N/A	N/A	Under desk keyboard tray	1
Hewlett-Packard	131A	N/A	N/A	HP LaserJet 131A Toner Catridge	1
Hewlett-Packard	414A	N/A	N/A	HP LaserJet Pro Toner Catridge	1
RICOH	Magenta	N/A	N/A	Print Catridge Magenta IM C6000	1
RICOH	Yellow	N/A	N/A	Printer Catridge Yellow IM C6000	1
RICOH	Black	N/A	N/A	Printer Catridge Black IM C6000	1
RICOH	Cyan	N/A	N/A	Printer Cartidge Cyan IM C6000	1
N/A	N/A	N/A	N/A	Network Rack Rail	1
Vizio	E321VL	LATKHLQN1920536	N/A	Television	1
Magnavox	32MF301B/F7	DS6A1229206886	N/A	Television	1
Vizio	Vizio L37 HDTV	AHLGABAF440529	N/A	HD Television	1
HP	N/A	N/A	N/A	HP Latptop Bag	1
HP	LA2405wg	CN41450LVT	N/A	HP LA2405wg Monitor	1
HP	LA2405wg	CN41450LT3	N/A	HP LA2405wg Monitor	1
Shure	N/A	N/A	N/A	Shure Microphone Case	1
Samson	Receiver Model UR1	57U203571	N/A	Microphone Receiver	1
Shure	SM57	N/A	N/A	Wired Microphone	1
APC	SURTA3000XL	JS0726008697	N/A	Server back-up battery	1
APC	SYA16K16P	QD0650352558	0776	PD back-up battery	1
Dell	1905FP	CN-0T6116-71618-4CL-AGRU	N/A	Dell flat panel monitor	1
T-Mobile	Franklin T9 Wireless	PTL31093409	N/A	Mobile Hotspot	1
T-Mobile	Franklin T9 Wireless	PTK8150254	N/A	Mobile Hotspot	1
T-Mobile	Franklin T9 Wireless	PTK8135792	N/A	Mobile Hotspot	1
T-Mobile	Franklin T9 Wireless	PTK8145301	N/A	Mobile Hotspot	1
T-Mobile	Franklin T9 Wireless	PTK8141166	N/A	Mobile Hotspot	1
T-Mobile	Franklin T9 Wireless	PTK8152195	N/A	Mobile Hotspot	1
T-Mobile	Franklin T9 Wireless	PTK9167769	N/A	Mobile Hotspot	1
T-Mobile	Franklin T9 Wireless	PTK9155821	N/A	Mobile Hotspot	1
T-Mobile	Franklin T9 Wireless	PTL31086722	N/A	Mobile Hotspot	1
Samsung	GT-P5113TS	R22CC053LQP	0015	Tablet	1
Samsung	GT-P5113TS	R22CC053ZBR	0019	Tablet	1
APC	APCRBC118	Various	N/A	Battery Cartridge	13
N/A	N/A	N/A	N/A	3-tier black cart	1
N/A	N/A	N/A	00000728	Bingo Machine & Board	1
Nintendo	Midway Cruis'n USA	N/A	N/A	Arcade Game	1
Nintendo	Midway Open Ice NHLPA	N/A	00000200	Arcade Game	1

CITY OF IRWINDALE

PROPERTY TRANSFER/DISPOSITION FORM

(USE ONE FORM PER ITEM)

INSTRUCTIONS

1. Complete Section A
2. Use Section B for Transfers Only
3. Use Section C for Dispositions Only
4. Section D – Approval Signatures
5. Return to Purchasing Department

SECTION A – GENERAL EQUIPMENT INFORMATION

Description of Item (Complete where applicable): Midway Cruis'n USA Arcade Game Nintendo

Original Purchase Price is estimated to have been less than $5,000. ☐ Yes ☒ No

City Tag # No Tag	Vehicle Identification # N/A
Model # N/A	Serial # N/A
Manufacturer Name **Nintendo**	Year of Manufacture **1994**

Condition: ☐ Good ☐ Fair ☐ Poor ☐ Operational ☒ Non operational ☒ Beyond Repair

SECTION B – INTERNAL TRANSFER BETWEEN DEPARTMENTS

Estimated Surplus Value: $

☐ Estimate from City Staff – Name:

☐ Professional Appraisal (please attach a copy)

☐ Estimated Depreciation Value – Describe:

☐ Offer from Another Agency – Name:

SECTION C - DISPOSITION

☒ No value (broken or destroyed) – Recycled Electronic Waste

☐ Trade in for new Replacement

☐ Transferred to a Non-Profit:

☐ Transferred to a Governmental Agency:

☐ Auction:

Name: _____

Address: _____

Phone: _____

Sale Price: $_____ Net Sale Price (Purchase price less any fees paid): $_____

Payment Method to the City ☐ Check ☐ Trade in Value on Purchase Order: $_____

SECTION D – APPROVAL SIGNATURES

Originating Department Approval

Dept. Head Name: Elizabeth Rodriguez Title: Public Services Director	Signature: Elizabeth Rodriguez	Date: 12/5/24

Receiving Department Approval (If applicable)

Dept. Head Name: Title:	Signature:	Date:

Authorized City Official Approving Property Transfer/Disposal

Name: Kambiz Borhani Title: Director of Finance	Signature:	Date: 12/5/24

FOR SERVICE YARD USE ONLY

Date of Pickup:_____ Final Destination:_____

Service Yard Employee Signature:_____

CITY OF IRWINDALE

PROPERTY TRANSFER/DISPOSITION FORM

(USE ONE FORM PER ITEM)

INSTRUCTIONS

1. Complete Section A
2. Use Section B for Transfers Only
3. Use Section C for Dispositions Only
4. Section D – Approval Signatures
5. Return to Purchasing Department

SECTION A – GENERAL EQUIPMENT INFORMATION

Description of Item (Complete where applicable): Midway Open Ice NHLPA Arcade Game

Original Purchase Price is estimated to have been less than $5,000. ☐ Yes ☒ No

City Tag # 00000200	Vehicle Identification # N/A
Model # N/A	Serial # N/A
Manufacturer Name **Nintendo**	Year of Manufacture **1994**

Condition: ☐ Good ☐ Fair ☐ Poor ☐ Operational ☒ Non operational ☒ Beyond Repair

SECTION B – INTERNAL TRANSFER BETWEEN DEPARTMENTS

Estimated Surplus Value: $

☐ Estimate from City Staff – Name:

☐ Professional Appraisal (please attach a copy)

☐ Estimated Depreciation Value – Describe:

☐ Offer from Another Agency – Name:

SECTION C - DISPOSITION

☒ No value (broken or destroyed) – Recycled Electronic Waste

☐ Trade in for new Replacement

☐ Transferred to a Non-Profit:

☐ Transferred to a Governmental Agency:

☐ Auction:

Name: _____

Address: _____

Phone: _____

Sale Price: $_____ Net Sale Price (Purchase price less any fees paid): $_____

Payment Method to the City ☐ Check ☐ Trade in Value on Purchase Order: $_____

SECTION D – APPROVAL SIGNATURES

Originating Department Approval

Dept. Head Name: Elizabeth Rodriguez Title: Public Services Director	Signature: Elizabeth Rodriguez	Date: 12/5/24

Receiving Department Approval (If applicable)

Dept. Head Name: Title:	Signature:	Date:

Authorized City Official Approving Property Transfer/Disposal

Name: Kambiz Borhani Title: Director of Finance	Signature: KB	Date: 12/5/24

FOR SERVICE YARD USE ONLY

Date of Pickup:_____ Final Destination:_____

Service Yard Employee Signature:_____

Item #26.A.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Mayor's Appointments of Delegates and Alternates

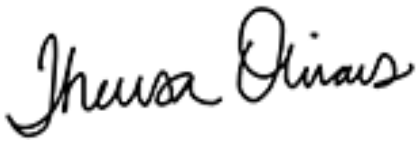
City Manager's Recommendation:

Adopt Resolution No. 2024-106-3583 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY" reading by title only and waiving further reading thereof.

Administrative Action:

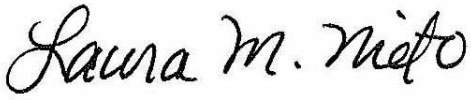
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk

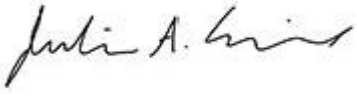


Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Mayor, at the beginning of his/her term, makes appointments to various organizations. Some of these organizations require formal action by the Council in the form of a resolution. Rather than prepare several resolutions, staff has incorporated all appointments into one resolution for Council adoption.

Attached is a brief summary relating to the individual organizations and the current list of delegates and alternates, as appointed in 2023.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Proposed Resolution No. 2024-106-3583 Mayor's Appointments of Delegates and Alternates
2. Resolution No. 2023-82-3460
3. Organization Summaries

RESOLUTION NO. 2024-106-3583

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY

The City Council of the City of Irwindale, California, does hereby resolve as follows:

Section 1. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA CONTRACT CITIES ASSOCIATION** for the term indicated:

1. DELEGATE: 12-31-25
2. ALTERNATE: 12-31-25

Section 2. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES COUNTY CHAPTER** for the term indicated *(Mayor attends the City Selection Committee meeting to vote and is the delegate):*

1. DELEGATE: 12-31-25
2. ALTERNATE: 12-31-25

Section 3. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA JOINT POWERS INSURANCE AUTHORITY** for the term indicated:

1. DELEGATE: 12-31-25
2. ALTERNATE: 12-31-25

Section 4. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **FOOTHILL TRANSIT ZONE**: for the term indicated:

1. DELEGATE: 12-31-25
2. ALTERNATE: 12-31-25

Section 5. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **INDEPENDENT CITIES ASSOCIATION** for the term indicated:

1. DELEGATE: 12-31-25
2. ALTERNATE: 12-31-25

Section 6. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **BOARD OF DIRECTORS OF SANITATION DISTRICTS 15 AND 22 OF LOS ANGELES COUNTY** for the term indicated *(Mayor is automatically a Director/Delegate)*:

1.	DELEGATE:	12-31-25
2.	ALTERNATE:	12-31-25

Section 7. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** for the term indicated:

1.	DELEGATE:	12-31-25
2.	ALTERNATE:	12-31-25

Section 8. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **GOLD LINE PHASE II CONSTRUCTION AUTHORITY** for the term indicated:

1.	DELEGATE:	12-31-25
2.	ALTERNATE:	12-31-25

Section 9. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

1.	DELEGATE	12-31-25
2.	ALTERNATE	12-31-25

Section 10. The City Council of the City of Irwindale does hereby appoint the following person as delegate of the **SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT** for the term indicated:

1.	DELEGATE:	(2 year term) 12-31-26 OR (4 year term) 12-31-28

Section 11. This Resolution supersedes and replaces prior resolutions making Council appointments to the foregoing boards, committees and bodies.

Section 12. All appointments are effective beginning January 1, 2025 through December 31, 2025, unless otherwise stated.

Section 12. This Resolution shall become effective upon its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 11th day of December 2024.

_____
Albert F. Ambriz, 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. 2024-106-3583 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 11th of December 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. 2023-82-3460

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY

The City Council of the City of Irwindale, California, does hereby resolve as follows:

Section 1. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA CONTRACT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	Burrola	12-31-24
2.	ALTERNATE:	Ambriz	12-31-24

Section 2. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES COUNTY CHAPTER** for the term indicated *(Mayor attends the City Selection Committee meeting to vote and is the delegate):*

1.	DELEGATE:	Ambriz	12-31-24
2.	ALTERNATE:	Ortiz	12-31-24

Section 3. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA JOINT POWERS INSURANCE AUTHORITY** for the term indicated:

1.	DELEGATE:	Burrola	12-31-24
2.	ALTERNATE:	Breceda	12-31-24

Section 4. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **FOOTHILL TRANSIT ZONE**: for the term indicated:

1.	DELEGATE:	Burrola	12-31-24
2.	ALTERNATE:	Ambriz	12-31-24

Section 5. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **INDEPENDENT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	Breceda	12-31-24
2.	ALTERNATE:	Garcia	12-31-24

Section 6. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **BOARD OF DIRECTORS OF SANITATION DISTRICTS 15 AND 22 OF LOS ANGELES COUNTY** for the term indicated *(Mayor is automatically a Director/Delegate)*:

1.	DELEGATE:	Ambriz	12-31-24
2.	ALTERNATE:	Burrola	12-31-24

Section 7. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** for the term indicated:

1.	DELEGATE:	Burrola	12-31-24
2.	ALTERNATE:	Ortiz	12-31-24

Section 8. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **GOLD LINE PHASE II CONSTRUCTION AUTHORITY** for the term indicated:

1.	DELEGATE:	Ortiz	12-31-24
2.	ALTERNATE:	Breceda	12-31-24

Section 9. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

1.	DELEGATE	Ambriz	12-31-24
2.	ALTERNATE	Burrola	12-31-24

Section 10. The City Council of the City of Irwindale does hereby appoint the following person as delegate of the **SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT** for the term indicated:

1.	DELEGATE:	Manuel R. Garcia	12-31-24

Section 11. This Resolution supersedes and replaces prior resolutions making Council appointments to the foregoing boards, committees and bodies.

Section 12. This Resolution shall become effective upon its adoption by the City Council.

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

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-82-3460 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 13th of December, 2023, by the following vote:

AYES:	Councilmembers:	Breceda, Burrola, Garcia, Ortiz, Mayor Ambriz
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Laura M. Nieto, MMC
Chief Deputy City Clerk

Organization	Synopsis of Responsibilities	When	Location	Stipend (if applicable)
California Contract Cities Association 11027 Downey Avenue Downey, CA 90241 www.contractcities.org 562-622-5533	The Association is comprised of member cities that contract for major municipal services on an as-needed basis, such as police services, fire services, animal control, public works, and/or building and safety. Dinner provided at meetings.	3rd Wednesday of each month at 6:00 p.m.	Various Locations	N/A
League of California Cities 1400 K Street, Ste. 400 Sacramento, CA 95814 www.cacities.org Jennifer Quan 626-301-0387 L.A. Division Rob Korinke	All Councilmembers are invited to meetings; however, Delegates are appointed in case member cities need to vote to ratify a decision of the Board. Annual conferences are held in the summer. Working agendas are discussed at meetings, where attendees are usually provided with updates. Dinner provided at meetings. Mayor attends City Selection Committee meeting to vote.	The Los Angeles County Division holds general membership meetings at various times throughout the year; all meetings begin with a reception at 6:00 p.m. followed by the meeting	Various Locations	N/A
California Joint Powers Insurance Authority 8081 Moody Street La Palma, CA 90623 www.cjpia.org 562-467-8700	A Board of Directors, consisting of one elected official appointed by each Member Agency, governs the CA JPIA. The Executive Committee meets monthly to supervise and conduct Authority affairs. The Authority works with members to reduce the frequency and severity of claims. Through risk analysis and continuous education, the CA JPIA helps its members identify exposures and prevent losses.	Annual Board of Directors meeting held in July; Executive Committee meetings are on the 4th Wednesday of the month at 5:30 p.m.	8081 Moody Street La Palma 90623	$100 annual stipend payable to the voting delegate and travel reimbursement for eligible agencies; no monthly meeting stipend
Foothill Transit Zone 100 S. Vincent Ave., Ste. 200 West Covina, CA 91790 www.foothilltransit.org 626-967-3147	Board business meetings held to review performance reports. Annual meetings held to approve budget.	Annual Governing Board meeting in May; Governing Board meetings held 4th Friday of the month at 7:45 a.m.	100 S. Vincent Ste. #200 West Covina	$100
Independent Cities Association 1601 N. Sepulveda Blvd., Suite 744 Manhattan Beach, CA 90266 www.icacities.org 877-906-0941	The mission of the Independent Cities Association is to educate, advocate, and provide information on issues of common concern. Works in cooperation with one another and all levels of government to achieve goals and provide services that are mutually beneficial to members.	Dates Vary	Locations Vary	None

2022

Organization	Synopsis of Responsibilities	When	Location	Stipend (if applicable)
County Sanitation Districts Nos. 15 and 22 of L.A. County P.O. Box 4998 Whittier, CA 90607-4998 www.lacsd.org 562-699-7411, ext. 1500	The Sanitation Districts construct, operate, and maintain facilities to collect, treat, recycle, and dispose of sewage and industrial wastes. The Sanitation Districts also provide for the management of solid wastes including disposal, transfer operations, and materials recovery. Local sewers and laterals that connect to the Sanitation Districts' trunk sewer lines are the responsibility of the local jurisdictions, as is the collection of solid wastes. Mayor is automatically a Director, who represents specific districts. Chief engineer provides progress reports at meetings.	4th Wednesday of the month at 1:30 p.m.	1955 Workman Mill Rd Whittier 90601 and Zoom	Compensated $125 per District, per meeting; Delegate represents Districts 15 & 22. Mileage is also reimbursed
Southern California Association of Governments 818 W. Seventh St., 12th floor Los Angeles, CA 90017 www.scag.ca.gov 213-236-1800	As the designated Metropolitan Planning Organization, the Association of Governments is mandated by the Federal Government to research and draw up plans for transportation, growth management, hazardous waste management, and air quality. General Assembly discusses future plans and projects, financial reports, mutual projects, goals and objectives.	Annually (May) Regional Conference & General Assembly (Voting)	Various locations	No stipend for General Assembly meeting
Gold Line Phase II Construction Authority 406 E. Huntington Dr., Ste. 202 Monrovia, CA 91016 www.foothillextension.org 626-471-9050	Meet to keep members apprised of the activities of the extension of the Gold Line from Pasadena to Ontario.	2nd Thursday of the month at 11:30 a.m.	406 E. Huntington Dr., Ste. 202 Monrovia and via virtual platform	$150
San Gabriel Valley Council of Governments 1000 S. Fremont Ave., Unit 42 Bldg. A10, Suite 10210 Alhambra, CA 91803 www.sgvcog.org	The Agency addresses a number of issues including transportation, housing, water, and the environment that impact the quality of life for our residents. Delegates and Alternates must be appointed by resolution or minute action. Dinner provided at meetings	Governing Board meets every 3rd Thursday of the month at 4:00 p.m.	Zoom	$50 stipend; if both delegate and alternate attend meeting, only the delegate receives the stipend

2022

Organization	Synopsis of Responsibilities	When	Location	Stipend (if applicable)
San Gabriel Valley Mosquito & Vector Control District 1145 N. Azusa Canyon Road West Covina, CA 91790 www.sgvmosquito.org 626-814-9466	Board of Trustees oversees and provides counsel and direction to management; sets policy; hires District Manager; retains legal counsel. Appointment can be for either a 2- or 4-year term, depending on Council's preference.	2nd Friday of the month at 7:00 a.m.	District Office 1145 N Azusa Canyon West Covina or Zoom	$100

Item #26.B.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appointment of Parks & Recreation Commissioners

City Manager's Recommendation:

Adopt Resolution No. 2024-104-3581 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

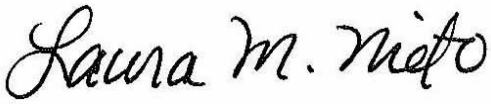
Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

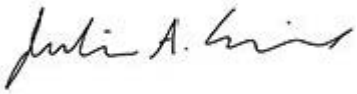


Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The terms for Parks & Recreation Commissioners Paula Fraijo and Belen Zepeda will expire on December 31, 2024. Notices were sent to City Councilmembers, Commissioners and residents, pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970 (Maddy Act).

The following applications were submitted by the posted deadline of Monday, December 2, 2024 (in order received). Pursuant to Resolution No. 2020-60-3220, no late applications were received.

Paula Fraijo
Linda Marez
Belen Zepeda
Darlene Fuentes
Dominique A. Reyes
Joseph Tapia
Nathan Romero

Pursuant to Ordinance No. 777 and IMC Section 2.30.050, each member of a City board or commission shall be nominated to fill a position on the commission. The first nomination to fill a vacancy shall be made by the mayor. If the first nominee fails to receive three affirmative votes of the city council, subsequent nominations may be made by any member of the city council, excluding the mayor. In the event no nominee receives three affirmative votes, after all members of the city council have made a nomination, the mayor may then make another nomination, followed by all members of the city council. Nominations shall continue to be made in such order (mayor first, remaining councilmembers next) until a nominee is approved by three affirmative votes. The first nominee to be approved by not less than three members of the city council evidenced by a resolution duly introduced and passed by not less than three affirmative votes thereon shall be appointed to the commission.

It would be appropriate for the City Council to make two appointments to the Parks & Recreation Commission, for three-year terms expiring December 31, 2027.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Resolution No. 2024-104-3581
2. Applications for Parks & Recreation Commission

RESOLUTION NO. 2024-104-3581

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE PARKS & RECREATION COMMISSION OF THE CITY OF IRWINDALE FOR TERMS EXPIRING DECEMBER 31, 2027

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.30.050, the following are appointed to the Parks & Recreation Commission of the City of Irwindale, to serve terms of office to commence January 1, 2025, and to expire on December 31, 2027.

_____

_____

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed members.

PASSED, APPROVED, and ADOPTED this 11th day of December 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

01005.0001/1037239.2

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. 2024-104-3581 was adopted at a regular meeting of the Irwindale City Council held on the 11th day of December 2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Application for:
(Select All That Apply)

☑ Parks & Recreation Commission

☐ Senior Citizen Commission

RECEIVED
NOV 14 2024 10:23am
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: PARKS & RECREATION COMMISSION
(print or type name of one Board or Commission)

Name: PAULA FRAIJO

Address: [redacted], IRWINDALE CA 91706

Occupation: RETIRED PARALEGAL/OFFICE MANAGER

Employer: LAUGHLIN, FALBO, LEVY & MORESI LLC

Address: ONE CAPITOL MALL SUITE 400 SACRAMENTO CA 95814

Home Phone: ( ) [redacted] Business Phone: ( )

Years in Irwindale: 43 years Registered Voter? Yes

Educational background / degree: CAL STATE DOMINGUEZ HILLS/CERTIFICATE PROGRAM

Licenses or Special Certificates: PARALEGAL AND ADVANCED PARALEGAL CERTIFICATION

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. CITY OF IRWINDALE PARKS & RECREATION COMMISSION 1994 TO PRESENT - PRESENT CHAIR

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) For the past 29 years, I have had the honor of serving the community through my seat on Parks and Recreation Commission. During this time, I have seen what the Commission can accomplish and I feel there is so much more I can do for the community (Cont. to additional page)

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I feel that I am, and I would continue to be a good/great Commissioner because I truly care about my community and the City of Irwindale. I listen to and respect the opinions of others. I understand the needs of the community when it comes to what they are looking for in our parks, recreation and aquatics programs. (Cont to additional page)

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? Park and Recreation Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I bring 29 years of service on the Parks & Recreation Commission. During my tenure, the Commission has added parks, remodeled parks, added and modified programs, developed the aquatic center and built the best programs within Los Angeles County. (Cont. to additional page.)

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Paula Raiz Date: 11/17/2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Paula Fraijo Parks & Recreation Commission Application
Additional response to:

Question 1: What are your reasons for wanting to serve on the Board or Commission (cont.):

Through my seat on the Commission, I will continue to ensure that everyone has an equal opportunity to participate in all activities and programs offered through our Parks and Recreation Department. It has been a privilege to be a part of the Commission that truly cares about the city and its residents. I would like to continue to work with our City Council to make the best decision possible for the community. This Commission is a very important part of my life, and I would be honored to continue my service.

Question 2: Why do you feel you would make a good Board Member of Commissioner? (cont.):

I am kind, compassionate, caring and dedicated to being the best Commissioner for my community. I am able to compromise and work together to do what is best for the community as a whole. I believe everyone should have the same opportunities and be treated equally with respect. If reappointed as a Parks & Recreation Commissioner, I would ensure that the positive actions the Commission has worked hard to incorporate and accomplish continues.

Question 3: Abilities, experiences, and interest which you believe would contribute to your participation in municipal government. (cont.):

I have extensive experience in leadership roles, which has given me the ability to work with a vast group of diverse individuals. I have faced difficult situations and I am able to address them with dignity and an open mind. My love for my community and my late husband has led to the creation of the Fred Fraijo Memorial Scholarship program which has awarded over $12,000 dollars in scholarships to local high school students. I take pride in doing what is right for the right reasons.

Paula Fraijo

[redacted], Irwindale, CA 91706
PH: [redacted]
E-mail: [redacted]

Objective

To use my knowledge and skills to assist and support the needs of the community, and to maintain a positive cohesive environment in the park and recreation department.

Experience

Parks & Recreation Commissioner

1997 to Present
City of Irwindale
Irwindale, California
Gather research and information regarding recreation programs
Knowledge of community needs and wants
Advise council of park and recreation business
Ability to communicate and work with fellow commissioners
Create programs for local youth
Promote community involvement
Establish and develop new parks and facilities
Represent the interest of all community members

Office Manager

2017-2024 (retired)
Laughlin, Falbo, Levy & Moresi
Glendale, California
Oversee the Glendale office of one of the largest workers' compensation firms in California
Responsible for guiding and managing staff's work
Organize meetings and events
Booking travel and accommodations, order supplies, manage budgets,
Handling correspondence and complaints
Supervising administrative staff
Ensuring health and safety polices are up to date

Paralegal

April 2012-2024 (retired)
Laughlin, Falbo, Levy & Moresi
Pasadena/Glendale, California
Assist attorneys with file management, involving contact with insurance carrier(s), client(s), health care provider(s), employer, and state/local agencies
Prepare settlement proposals
Analyze and review medical reports regarding causation, disability status, whole person impairment and future medical care
Appraise clients regarding current status and formulate plans of action
Prepare court Pleadings, Objections, Petitions, Exhibits
Maintain a diary system to ensure deadlines are met
Negotiate and settle liens

Clerk/Receptionist

October 2009- May 2012
Laughlin, Falbo, Levy & Moresi
Pasadena, California

Assist Attorneys and secretaries with filing, copying, scanning and mail.
Gather information for files.
Answer phones

Instructional Aide October 1986 to 2011
Azusa Unified School District
Azusa, California
Organize daily activities for preschool and school age children
Work with teachers and staff to create a positive learning environment.
Develop and implement preschool curriculum
Appraise parents regarding student progress
Negotiate peaceful resolution of minor disputes

Volunteer

2000 to 2008
Northview High School
Covina, California
Organize and run fundraisers
Create and manage snack bar facilities
Keep team members and parents informed of upcoming events
Assist coach with transportation to and from tournaments
Chaperone activities

Education

California State University Dominguez Hills/College of Extended Learning
2011-2012
Paralegal Certificate
Advanced Paralegal Certificate
Mt. San Antonio College
1981 to 1982
General Education
Azusa High School
1978 to 1982

Additional Information

Thorough attention to detail
Excellent oral and written communications skills
Ability to work effectively as a team player
Strong analytical and problem solving skills
Founder of the Fred Fraijo Memorial Fund, established to provide Scholarships to local High School Students

References

References are available upon request.

Application for:
(Select All That Apply)

☒ Parks & Recreation Commission

☐ Senior Citizen Commission

RECEIVED
NOV 14 2024 3:08pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: _____
(print or type name of one Board or Commission)

Name: Linda S. Marez

Address: [redacted] Ln.

Occupation: Retired from City of Irwindale

Employer: _____

Address: _____

Home Phone: [redacted] Business Phone: ( ) N/A

Years in Irwindale: 52 years Registered Voter? Yes

Educational background / degree: High School and some college

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. _____

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) My number one reason is to give back to my community. I wish to be a positive influence in my city. Irwindale has provided my family and me with tremendous opportunities

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I feel I would make a great commissioner because I have been actively involved in Parks and Recreation for 31 years. I was in charge of Day camp trips, family fied trips, Teen club program as well as many other activities

Have you applied for a City Board or Commission before? Yes X No ____

If so, which one? Recreation and Senior

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: My experience working for the City of Irwindale, for 31 years makes me an excellent candidate for Recreation commissioner. I worked 30 years for the Baldwin Park School District which gives me experience working with people from all ages. My involvent in the city speaks for itself.

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
X I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Linda S Marez Date: NOV 14, 2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
NOV 21 2024
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks and Recreation Commissioner
(print or type name of one Board or Commission)

Name: Belen Zepeda

Address: [redacted] Irwindale CA, 91706

Occupation: Vice Chair Parks and Recreation Commissioner

Employer: City of Irwindale

Address: 5050 N Irwindale Ave, Irwindale CA 91706

Home Phone: ( ) [redacted] Business Phone: ( )

Years in Irwindale: 60 Registered Voter? Yes

Educational background / degree: High School / some college classes

Licenses or Special Certificates: Mandated Reporter, Cultural Diversity and Implicit Bias

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. City of Irwindale Parks and Recreation Commission 1196-Present

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) Please see additional paper.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Please see additional paper.

Have you applied for a City Board or Commission before? Yes ✓ No ____

If so, which one? Parks and Recreation Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Please see additional paper.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Belen Zepeda Date: 11/20/24

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Belen Zepeda
[redacted]
Irwindale CA 91706

What are your reasons for wanting to serve on the Board or Commission?

As a lifetime resident of the City of Irwindale I take great pride in the programs, events and benefits that are provided to the community. It is my hope that I can continue to give back with my time and commitment to the City of Irwindale, by serving as a Parks and Recreation Commissioner. I would like to be a part of a Board that has enabled my daughter and I the opportunity to have created amazing memories and experience a life full of extracurricular activities; so that I can help ensure that other residents are able to have the same benefits. I would like the Recreation to continue its current programs and help them create new and innovative ideas for the future.

Why do you feel would make a good Board Member or Commissioner?

I have had 25 years of experience as a Commissioner, serving three of those terms as Vice Chair for the Parks and Recreation Commission. I have been a longtime resident of the City of Irwindale and I am extremely interested in its future. My volunteer experience shows that I take a vested interest in the success and implementation of the programs and events that the Recreation has to offer. I am not only an advocate for Parks and Recreation, but I am also someone who utilizes the amenities, participates in the activities and am accessible to others who use them as well.

Abilities, experiences, and interest which you would believe would contribute to your participation in municipal government:

- I am a recognizable figure in our community, our residents feel comfortable coming to me with both criticism and praise regarding our Parks and Recreation
- I along with my daughter use the park on a daily basis (Gym, restrooms, Recreation Department, Library, park open spaces, aquatics), this enables me to see the beauty in our Parks and also find the areas that need improvement
- I participate in programs and trips that the Recreation has to offer
- I have volunteered for several Recreation programs and special events

Belen Zepeda

[redacted] Irwindale CA. 91706 | [redacted] [redacted]

Summary of Skills & Qualifications

- Aware/Sensitive to the Diversity of the community
- Outstanding Communication & Writing Skills
- Ability to Critically Think & Solve Problems
- Trustworthy & Team Player
- Strong Analytical Skills
- Effective Social Interaction Skills
- Outstanding Customer Service Skills
- Over 20 Years of Working Experience with Public Service & Parks and Recreation

Education & Certificates

- **High School Diploma**
  Northview High School, Covina CA.
- **Child Development Certificate**
  Citrus College, Glendora CA.
- **Certificates/Skill Awards: Mandated Reporter,**
  City of Irwindale, Irwindale CA.

Professional Work Experiences

- **Commissioner of Parks and Recreation** **January 1996-Present**
  City of Irwindale, Irwindale CA.
  - Provide advice to local government officials regarding park development, recreational programs, and land use planning
  - Participate in budgeting processes to ensure sufficient funding for parks and recreational services, and review expenditures for efficiency
  - Participate in the planning and development of new parks, recreational facilities, and outdoor spaces, ensuring accessibility and sustainability
  - Assess land use for recreational purposes, making recommendations for park expansions, acquisitions, and upgrades
  - Serve as a liaison between the parks and recreation department and the community. Address public concerns, provide information, and gather feedback to improve services
  - Advocate for programs that serve diverse populations, including underrepresented groups, people with disabilities, and senior citizens
- **Teachers Assistant** **Retired**
  Azusa Unified School District, Azusa CA.
  - Help maintain a positive and respectful classroom environment.
  - Help prepare classroom materials, teaching aids, and resources for lessons.
  - Ensure students are engaged in activities and remain on task.
  - Provide additional support for students with special educational needs, such as learning disabilities, physical disabilities, or behavioral challenges.
  - Help with the organization and management of classroom routines and schedules.

RECEIVED
DEC 02 2024 8:15 am
CITY OF IRWINDALE
CITY CLERKS DEPT.

Application for:
(Select All That Apply)
☑ Parks & Recreation Commission
☐ Senior Citizen Commission

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks & Recreation Commission
(print or type name of one Board or Commission)

Name: Darlene Fuentes

Address: [redacted] Irwindale, CA 91706

Occupation: School Nurse

Employer: West Covina Unified School District

Address: 1717 West Merced Ave. West Covina

Home Phone: ( ) [redacted] Business Phone: ( ) [redacted]

Years in Irwindale: 33 Registered Voter? YES

Educational background / degree: LVN Licensed Vocational Nurse Program in California

Licenses or Special Certificates: License Vocational Nurse

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) please see page 3

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) please see page 3

Have you applied for a City Board or Commission before? Yes _____ No X

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: please see page 3

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Darlene Fuentes Date: 11/24/2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

What are your reasons for wanting to serve on the Board or Commission?

I am deeply passionate about fostering a vibrant, connected, and active community. I believe that parks and recreational spaces are essential for promoting physical health, mental well-being, and social cohesion. As a longtime resident, I have witnessed the positive impact these spaces have on families, youth, and seniors alike.

Why do you feel that you would make a good Board Member or Commissioner?

Having lived in the City of Irwindale for 33 years, I have a profound understanding of the community's values, needs, and the diverse population we serve. This long-term connection has provided me with insights into the evolution of the city and the critical role parks and recreation play in enhancing the quality of life for residents. I possess a strong problem-solving mindset and an innovative approach to tackling challenges. Whether it's finding creative solutions to funding issues, improving park accessibility, or creating new recreational opportunities, I am prepared to think outside the box to meet the needs of the community.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government:

As a parent and grandparent, I have seen the joy and value that a well-maintained park can bring to families. From playgrounds for young children to walking trails and picnic areas for adults, I can speak to the varying needs of different generations and how important it is for parks to cater to a wide range of activities. I am passionate about helping to ensure that Irwindale's parks and recreation facilities continue to serve the needs of all residents. I would love to work toward creating spaces that encourage physical activity, community engagement, and environmental sustainability, all while keeping the city's unique character and the needs of its diverse population in mind.

RECEIVED
DEC 02 2024 2:27pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks and Recreation
(print or type name of one Board or Commission)

Name: Dominique A Reyes

Address: [redacted] Irwindale

Occupation: Subcontracts Manager

Employer: Jet Propulsion Laboratory NASA

Address: 4800 Oak Grove Dr, La Cañada Flintridge

Home Phone: [redacted] Business Phone: [redacted]

Years in Irwindale: 20+ Registered Voter? yes

Educational background / degree: Bachelors - currently in Masters Program

Licenses or Special Certificates: N/A

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) See additional paper

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) See additional paper

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? Planning Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: See additional paper.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: 12.2.2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

What are your reasons for wanting to serve on the Board or Commission?

I want to serve on the Parks and Recreation Commission because I am passionate about contributing to the policies and programs that shape our city's community spaces and recreational opportunities. Growing up in this city, I've experienced firsthand how parks and recreation programs foster connection and enhance quality of life. Now, as a parent, I see the same joy and growth in my children as they participate in the events and activities offered by the department. This deep connection to our city and its parks motivates me to give back in a meaningful way.

Why do you feel that you would make a good Board Member or Commissioner?

I would make a strong addition to the Parks and Recreation Commission due to my professional expertise in strategic planning, resource management, and fostering community relationships, as well as my dedication to serving and improving my community.

In my role as Subcontracts Manager at JPL NASA, I have honed my ability to manage complex projects, collaborate with diverse stakeholders, and ensure compliance with critical objectives—all skills that align with the strategic oversight and community-focused mission of this commission. My experience leading cross-functional teams has taught me how to listen to varying perspectives and build consensus to achieve shared goals.

Moreover, my commitment to community engagement is demonstrated by my volunteer work with organizations like Peace4Kids, where I mentored foster youth and facilitated meaningful activities that supported their development. This experience deepened my understanding of the transformative impact that recreation and community programs can have on individuals, especially youth.

As Vice President of Communications for the National Contract Management Association, I have cultivated partnerships, expanded member engagement, and organized events that drive impact, which mirrors the collaboration and outreach necessary for effective service on this commission.

Finally, my passion for active living through marathons and triathlons reflects my personal commitment to promoting recreation and health, values that align directly with the mission of Parks and Recreation. I would bring my skills, passion, and dedication to help the commission enhance the quality of life in our city, ensuring that our parks and programs continue to inspire and serve all members of the community.

Abilities, experiences, and interests which you believe would contribute to your participation in municipal government:

Growing up in this city, I developed a deep appreciation for its parks and recreation programs, which now play a key role in my children's lives as well. My volunteer work with Peace4Kids has given me valuable experience in mentoring and organizing activities that foster inclusion and growth. Additionally, my passion for marathons and triathlons highlights my commitment to

active, healthy living, which aligns with the mission of Parks and Recreation. Combined with my professional background in strategic planning and collaboration, I am eager to contribute to creating vibrant, accessible spaces for all residents.

DOMINIQUE REYES

Irwindale, CA
[redacted]

PROFESSIONAL SUMMARY

Dedicated Contracts Manager with a passion for community service and a track record of success in managing contracts and procurement processes. Experienced in negotiating and administering contracts to achieve optimal outcomes while ensuring compliance with regulatory requirements. Committed to leveraging my skills and expertise to support community initiatives and contribute to the betterment of local neighborhoods and organizations

EDUCATION AND CREDENTIALS

Bachelor of Criminology and Criminal Justice, 2020

Arizona State University, Tempe, AZ
Magna Cum Laude, GPA: 3.74
Criminal Justice Honor Society 2019
National Society of Collegiate Scholars 2020
Honor Society 2020

Master in Business Administration, Current

Azusa Pacific University, Azusa, CA

PROFESSIONAL EXPERIENCE

JPL NASA, WEST COVINA, JUNE 2023 TO CURRENT

SUBCONTRACTS MANAGER

- MANAGED END-TO-END SUBCONTRACTING PROCESS, INCLUDING SOLICITATION, NEGOTIATION, AWARD, AND ADMINISTRATION OF CONTRACTS WITH SUBCONTRACTORS.
- DEVELOPED AND IMPLEMENTED SUBCONTRACTING STRATEGIES TO OPTIMIZE COST, SCHEDULE, AND PERFORMANCE OBJECTIVES, ENSURING ALIGNMENT WITH PROJECT GOALS.
- CONDUCTED THOROUGH SUBCONTRACTOR PRE-QUALIFICATION ASSESSMENTS TO EVALUATE CAPABILITIES, FINANCIAL STABILITY, AND COMPLIANCE WITH REGULATORY REQUIREMENTS.
- NEGOTIATED FAVORABLE SUBCONTRACT TERMS AND CONDITIONS, INCLUDING PRICING, DELIVERY SCHEDULES, PAYMENT TERMS, AND SCOPE OF WORK, TO MITIGATE RISKS AND MAXIMIZE VALUE.
- ESTABLISHED AND MAINTAINED STRONG RELATIONSHIPS WITH SUBCONTRACTORS, FOSTERING COLLABORATION AND RESOLVING ISSUES IN A TIMELY MANNER TO SUPPORT PROJECT SUCCESS.
- MONITORED SUBCONTRACTOR PERFORMANCE AGAINST CONTRACTUAL REQUIREMENTS, IDENTIFYING DEVIATIONS AND IMPLEMENTING CORRECTIVE ACTIONS AS NECESSARY TO ENSURE ADHERENCE TO QUALITY STANDARDS AND PROJECT MILESTONES.
- ENSURED COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, AND COMPANY POLICIES THROUGHOUT THE SUBCONTRACTING PROCESS, INCLUDING ADHERENCE TO ETHICAL STANDARDS AND CONFLICT-OF-INTEREST POLICIES.

HIOSSEN IMPLANTS, WEST COVINA, SEPTEMBER 2022 TO JUNE 2023

TERRITORY MANAGER

- DEVELOPED AND IMPLEMENTED TERRITORY MANAGEMENT STRATEGIES TO OPTIMIZE CUSTOMER ENGAGEMENT AND SUPPORT THE EFFECTIVE UTILIZATION OF MEDICAL DEVICES.
- ESTABLISHED AND MAINTAINED RELATIONSHIPS WITH HEALTHCARE PROVIDERS, ADMINISTRATORS, AND KEY DECISION-MAKERS TO ENSURE SEAMLESS COMMUNICATION AND COLLABORATION.
- MANAGED A DIVERSE PORTFOLIO OF CONTRACTS WITH MULTIPLE CUSTOMERS, OVERSEEING CONTRACT FULFILLMENT AND ENSURING COMPLIANCE WITH CONTRACTUAL OBLIGATIONS.
- PROVIDED COMPREHENSIVE PRODUCT EDUCATION AND TRAINING TO HEALTHCARE PROFESSIONALS, FACILITATING THEIR UNDERSTANDING OF DEVICE FEATURES, BENEFITS, AND BEST PRACTICES.
- ACTED AS A LIAISON BETWEEN CUSTOMERS AND INTERNAL TEAMS, COORDINATING SUPPORT SERVICES, TROUBLESHOOTING ISSUES, AND RESOLVING INQUIRIES IN A TIMELY MANNER.

FLOWERS BAKING, FONTANA, CA, NOVEMBER 2017 TO SEPTEMBER 2022

ACCOUNT MANAGER

- DEVELOPED AND NURTURED LONG-TERM RELATIONSHIPS WITH KEY CLIENTS AS A TRUSTED VENDOR, SERVING AS THE PRIMARY POINT OF CONTACT FOR ALL ACCOUNT-RELATED INQUIRIES AND NEEDS.
- CONDUCTED REGULAR MEETINGS AND CHECK-INS WITH CLIENTS TO UNDERSTAND THEIR EVOLVING BUSINESS REQUIREMENTS, ADDRESS CONCERNS, AND IDENTIFY OPPORTUNITIES FOR COLLABORATION AND VALUE-ADDED SERVICES.
- COLLABORATED CLOSELY WITH CLIENTS TO DEVELOP CUSTOMIZED SOLUTIONS AND PROPOSALS TAILORED TO THEIR SPECIFIC NEEDS AND OBJECTIVES, ENSURING ALIGNMENT WITH THEIR STRATEGIC GOALS.
- MANAGED A DIVERSE PORTFOLIO OF CLIENT ACCOUNTS, BALANCING COMPETING PRIORITIES AND DEADLINES TO DELIVER EXCEPTIONAL SERVICE AND MEET CLIENT EXPECTATIONS

T-MOBILE, BALDWIN PARK, CA, APRIL 2014 TO JUNE 2019

MOBILE EXPERT

- OFFERED TECHNICAL SUPPORT TO CUSTOMERS REGARDING THEIR CELL PHONES, TABLETS, WI-FI ROUTERS TO ENSURE OPTIMAL CONNECTION WITH T-MOBILE SERVICES.
- COMPLETE FINANCING CONTRACTS ALONGSIDE CUSTOMERS FOR PLANS AND DEVICES PURCHASED.
- INVESTIGATE FRAUD CLAIMS, ENSURE SALES AND TASKS ARE ALIGNED WITH COMPANY POLICY.
- MANAGED CLIENTS AND POTENTIAL CONTACTS THROUGH SALESFORCE, HITTING WEEKLY AND MONTHLY TARGETS.
- STAYED UP TO DATE ON LATEST TRENDS IN TECHNOLOGY TO PROPERLY SELL AND EXPLAIN TO INTERESTED CUSTOMERS.
- RECEIVED AND DEPOSITED MONEY INTO CORRECT ACCOUNTS AS WELL AS DISBURSED FUNDS FROM CASH ACCOUNTS TO PAY CUSTOMER BILLS.
- GENERATED AND MAINTAINED RECORDS OF TRANSACTIONS AND CONFIRMED THAT ACCOUNTS WERE BALANCED.
- OBTAINED AND UPDATED CLIENT PERSONAL INFORMATION INTO COMPLEX DATABASES INCLUDING QUICKVIEW, SALESFORCE, AND EXCEL SPREADSHEETS.

VOLUNTEERISM

VP OF COMMUNICATIONS – NATIONAL CONTRACT MANAGEMENT ASSOCIATION, JUNE 2024 TO PRESENT

- PROVIDE STRATEGIC LEADERSHIP TO ADVANCE THE CHAPTER'S GOALS, INCREASING MEMBER ENGAGEMENT AND PROFESSIONAL DEVELOPMENT OPPORTUNITIES.
- ESTABLISHES STRATEGIC PARTNERSHIPS WITH LOCAL BUSINESSES, EDUCATIONAL INSTITUTIONS, AND PROFESSIONAL ORGANIZATIONS TO EXPAND THE CHAPTER'S IMPACT AND RESOURCES.
- OVERSEES THE PLANNING AND EXECUTION OF PROFESSIONAL DEVELOPMENT PROGRAMS, WORKSHOPS, AND NETWORKING EVENTS.

PEACE4KIDS, DECEMBER 2019 TO 2024

- SERVE AS MENTOR AND VOLUNTEER FOR CHILDREN IN FOSTER CARE, FOSTERING SUCCESS AND GROWTH OF THE NONPROFIT.
- PARTICIPATE IN SPECIAL EVENTS, INCLUDING TRIPS TO MUSEUMS, SPORTING EVENTS AND HOLIDAY EVENTS, TO ENGAGE YOUTH.
- UTILIZE TECHNIQUES IN COMMUNICATION TO CONNECT WITH CHILDREN TO SUPPORT THEIR POSITIVE DEVELOPMENT THROUGHOUT THEIR CHILDHOOD AND INTO SUCCESSFUL ADULTHOOD.
-

ADDITIONAL INFORMATION

TECHNICAL PROFICIENCIES: ORACLE BUSINESS INTELLIGENCE ENTERPRISE EDITION, MICROSOFT WORD, MICROSOFT POWERPOINT, MICROSOFT EXCEL, SALESFORCE, CRM

INTERESTS: RUNNING, VOLUNTEERING, LITERATURE

RECEIVED 4:19pm

DEC 02 2024

CITY OF IRWINDALE
CITY CLERKS DEPT.

Application for:
(Select All That Apply)

- [x] Parks & Recreation Commission
- [ ] Senior Citizen Commission

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks & Recreation
(print or type name of one Board or Commission)

Name: Joseph Tapia

Address: [redacted]

Occupation: Casher

Employer: McDonalds

Address: 5203 Irwindale, Irwindale ca 91706

Home Phone: [redacted] Business Phone: [redacted]

Years in Irwindale: 47 Registered Voter? yes

Educational background / degree: AA. computer Science

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to Make a difference in my community

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I've be a life time resident and my family live in Irwindale

Have you applied for a City Board or Commission before? Yes yes No ____
If so, which one? Parks & Recreation

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I would like to go back to college and study government

CERTIFICATION

By initialing below, I certify:

YES I am a registered voter in the City of Irwindale
N/A I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 12/4/2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
DEC 02 2024 @ 5:04pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

Application for:
(Select All That Apply)
- [x] Parks & Recreation Commission
- [ ] Senior Citizen Commission

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks & Recreation Commission
(print or type name of one Board or Commission)

Name: Nathan Romero

Address: [redacted] Irwindale Ca 91010

Occupation: Category Management Analyst

Employer: Dreyer's Grand Ice Cream

Address: 590 Ygnacio Valley Rd. Suite 300, Walnut Creek Ca, 94596

Home Phone: ( ) _____ Business Phone: ( ) [redacted]

Years in Irwindale: 38 Registered Voter? Yes

Educational background / degree: Bachelor of Business Administration Degree (Cal Poly Pomona)

Licenses or Special Certificates: NA

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Irwindale Comminity Foundation

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) See Attached

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) See Attached

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? See Attached

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: see attached

CERTIFICATION

By initialing below, I certify:

____ I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Natanael Romero Date: 12/2/2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

What are your reasons for wanting to server on the on the Board or Commission?

As a long-term Irwindale resident, I have seen the Irwindale Recreation grow in the many programs and family activities it has to offer. I am encouraged by all the growth taking place in the Irwindale Recreation and I would like an opportunity to continue serving my community by providing program insight, program ideas and future planning for generations to come for the future vision of the Irwindale Recreation.

Why do you feel that you would make a good Board Member or Commissioner?

As a long time Irwindale resident, the Irwindale Recreation has been a big part of my adolescent and adult life. As I child I attended day camp trips and participated in youth sports.

As an adult in my mid 20's I had an opportunity to volunteer 4 years as a flag football & basketball coach. I was able to teach and mentor young Irwindale residents the fundamentals of competing and playing in youth sports

I care about my city and its future growth and its progression. In the past year, while I served on the Irwindale Community Foundation, I gained knowledge, experience, and understanding of how funding programs like Aquatics, Library, Senior Center, and Recreation have a lasting impact on the lives of the Irwindale community.

For the past 19 years I have been employed by Dreyers Grand Ice Cream & Nestle, where I have learned business functions and responsibilities as a Category Management Analyst. I attended Cal Poly Pomona where I received a Bachelor of Business Administration Degree, focussed on (Marketing & Brand Management).

As a Dreyers Ice Cream employee, I have partnered with the Irwindale Recreation, the past 4 years, by donating ice cream for the Music @ the Park events, supporting fundraising efforts and bringing awareness to youth programs.

Although, I currently serve on the Irwindale Community Foundation, and I would like an opportunity to continue serving my community on the Parks & Recreation Commission.

Have you applied for a City Board or Commission before??

Yes - I have been part of the Irwindale Community Foundation since March 2024, till present day.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government.

- Bilingual (English & Spanish),
- Bachelor of Business Administration Degree
- Networking
- Community Service
- Volunteer work _ Food Banks
- Irwindale Community Foundation
- Royal Oaks PTO – Board Member
- Royal Oaks School Cite Council

NATANAEL ROMERO

[redacted]
Irwindale, CA 91010
[redacted]

Support Account Director / Team Leader / Insight Manager with Account & Team Operations. Support my team in driving key merchandising requirements and strategies across the country. Utilize key tools to support objectives. Work closely with my team/account team to drive merchandising strategies and execution as part of account business plans, key customer presentations, and other operational activities. Work in conjunction with my team to translate the business needs into reports/analytics functional requirements and interpret the report/analytics needs for the customer, and help my teams create course-correcting game plans.

EXPERIENCE

2020 – PRESENT

DREYER'S GRAND ICE CREAM, CATEGORY MANAGEMENT ANALYST

- Standardized reports to provide insights on the Dreyer's Ice Cream business
- Develop planograms for the ice cream category to increase growth and drive opportunities
- New Items Launch, leading teams to executing yearly store level updates with new items

2010 – 2020

NESTLE, RESET COORDINATOR

- Standardized reports to provide insights on the Dreyer's Ice Cream & DiGiorno Pizza business
- Develop planograms for Ice Cream & Pizza category to increase growth, drive opportunities
- New Items Launch, leading teams to executing yearly store level updates with new items

2005– 2010

DREYER'S GRAND ICE CREAM, RESET COORDINATOR

- Standardized reports to provide insights on the Dreyer's Ice Cream business
- Develop planograms for the ice cream category to increase growth and drive opportunities
- New Items Launch, leading teams to executing yearly store level updates with new items

2003 – 2005

S.A.S. (SELECT A SERVICE) FIELD MERCHANDISING/ SALES REPRESENTATIVE

- Team Lead Reset Merchandise in remodeled grocery stores.
- Project manager overseeing a team of merchandisers setting up product at new stores
- Develop and train new hires onboarding training

EDUCATION

2014-2017

BACHELOR OF BUSINESS ADMINISTRATION, CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

Marketing/ Product and Brand Management

ASSOCIATE OF ARTS, PASADENA CITY COLLEGE

General Studies

SKILLS

- Excellent Communication Skills
- Customer Service
- Sales/ Marketing
- Apollo Space Planning – Schematic Development
- Project Coordination
- Inventory Management
- Bilingual (Spanish/English)
- JDA Space Planning – Schematic Development

ACTIVITIES

VOLUNTEER

LOS ANGELES REGIONAL FOOD BANK

2012 – 2017

VOLUNTEER

SECOND HARVEST FOOD BANK ORANGE COUNTY

2018

VOLUNTEER

PTO – BOARD MEMBER - ROYAL OAK STEAM ACCADAMY

2023 - PRESENT

Item #26.C.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appointment of Senior Citizen Commissioners

City Manager's Recommendation:

Adopt Resolution No. 2024-105-3582 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE FOR TERMS EXPIRING DECEMBER 31, 2027" reading by title only and waiving further reading thereof.

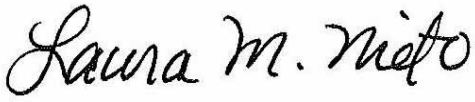
Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

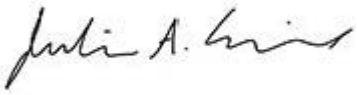


Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The term for Senior Citizen Commissioners Caroline Acosta and Maggie Guzman will expire on December 31, 2024. Notices were sent to City Councilmembers, Commissioners and residents, pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970 (Maddy Act).

The following applications were submitted by the posted deadline of Monday, December 2, 2024 (in order received).

Patricia Gonzales
Linda Marez
Lorene Burrola
Iris Rodriguez
Miguel Virgen

Pursuant to Resolution No. 2020-60-3220, the following late application was received:

Natalie Orosco

Per Irwindale Municipal Code (IMC) Section 2.30.040(2)(A): "With respect to the Senior Citizen Commission, each member shall also be at least 50 years of age." All applicants have certified on their applications that they meet the minimum age requirement for consideration of appointment to the Senior Citizen Commission.

Pursuant to Ordinance No. 777 and IMC Section 2.30.050, each member of a City board or commission shall be nominated to fill a position on the commission. The first nomination to fill a vacancy shall be made by the mayor. If the first nominee fails to receive three affirmative votes of the city council, subsequent nominations may be made by any member of the city council, excluding the mayor. In the event no nominee receives three affirmative votes, after all members of the city council have made a nomination, the mayor may then make another nomination, followed by all members of the city council. Nominations shall continue to be made in such order (mayor first, remaining councilmembers next) until a nominee is approved by three affirmative votes. The first nominee to be approved by not less than three members of the city council evidenced by a resolution duly introduced and passed by not less than three affirmative votes thereon shall be appointed to the commission.

It would be appropriate for the City Council to make two appointments to the Senior Citizen Commission, for three-year terms expiring December 31, 2027.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Resolution No. 2024-105-3582
2. Applications for Senior Citizen Commission

RESOLUTION NO. 2024-105-3582

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE FOR TERMS EXPIRING DECEMBER 31, 2027

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.30.050, the following are appointed to the Senior Citizen Commission of the City of Irwindale, to serve terms of office to commence January 1, 2025, and to expire on December 31, 2027.

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed members.

PASSED, APPROVED, and ADOPTED this 11th day of December 2024.

_____
, 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. 2024-105-3582 was adopted at a regular meeting of the Irwindale City Council held on the 11th day of December 2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RECEIVED
5:25 pm
NOV 07 2024
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Commission
(print or type name of one Board or Commission)

Name: Patricia Gonzales

Address: [redacted]

Occupation: Retired - Volunteer @ Senior Center

Employer: Not Applicable

Address: N/A

Home Phone: [redacted] Business Phone: cell [redacted]

Years in Irwindale: 22 Registered Voter? yes

Educational background / degree: Bachelor/Masters in Organizational Leadership

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Currently serving Senior Commission since 2020

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to be the voice for my peers. Many of them are afraid to speak up. I am always informing the seniors of changes as I get them and advocate to management on their behalf. I understand what it is to be a senior.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I feel that as a senior I have experience as to what other seniors may feel. As a current commissioner I have made suggestions to better assist my fellow seniors

Have you applied for a City Board or Commission before? Yes Y No ____

If so, which one? Senior Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Listening, fast learner. Volunteer to teach sewing. Have assisted with vehicles. Served on negotiation Board for employees.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: November 7, 2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Application for:
(Select All That Apply)

☐ Parks & Recreation Commission

☒ Senior Citizen Commission

RECEIVED
NOV 14 2024
3:08pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior
(print or type name of one Board or Commission)

Name: Linda S. Marez

Address: [redacted], Irwindale

Occupation: Retired

Employer: N/A

Address: N/A

Home Phone: [redacted] Business Phone: ( ) N/A

Years in Irwindale: 52 years Registered Voter? Yes

Educational background / degree: High School Diploma / some College

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I wish to follow in my grandfather (Mike Martinez, footsteps. I can do an amazing job representing Irwindale because I Love our City!

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I am very involved at the Senior center. I attend varios activities and classes at the center. I have first hand knowledge of the workings of the Senior Center.

Have you applied for a City Board or Commission before? Yes X No ____

If so, which one? Senior and Recreation commissions.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I believe I would be a valuable asset to the senior commission as I am involved with varios activities at the Senior Center. I get along with people and am well liked by the Seniors. I have their well being in mind.

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
X I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Linda S. Marez Date: NOV 14, 2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

12/2/24 by 6pm

RECEIVED
NOV 20 2024 2:57pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: SENIOR COMMISSIONER
(print or type name of one Board or Commission)

Name: LORENE C BURROLA

Address: [redacted] IRWINDALE, CA 91706

Occupation: /

Employer: /

Address: /

CELL
Home Phone: [redacted] Business Phone: ( )

Years in Irwindale: SINCE 1982 Registered Voter? YES

Educational background / degree: GED

Licenses or Special Certificates: /

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. /

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I LIVE AT THE "CASITAS" IN" IRWINDALE, I WOULD LIKE TO HELP MY FELLOW SENIORS - WITH ANY PROBLEMS - EVERYDAY PROBLEMS THEY MAY HAVE I WOULD LIKE TO HEAR THEM OUT

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I AM ALSO A SENIOR - THERE ARE MANY SENIOR PROBLEMS THAT I WOULD LIKE TO ASSIST OTHER SENIORS WITH -

Have you applied for a City Board or Commission before? Yes ____ No ✓

If so, which one? /

T:\City Clerk's Office\Forms\Application for Appointment to Board or Commission.doc

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: NOW THAT IM A SENIOR - ID LIKE TO ASSIST MY FELLOW SENIORS - WITH JUST PROBLEMS WE HAVE BECAUSE WE ARE OLDER - ID BE BETTER ABLE TO UNDERSTAND and ASSIST

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: [signature] Date: NOVEMBER 8, 2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
NOV 21 2024 @ 1:20pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Commission
(print or type name of one Board or Commission)

Name: Iris Rodriguez

Address: [redacted] Irwindale CA 91706

Occupation: Retired.

Employer: _____

Address: _____

~~Home~~ Cell Phone: [redacted] Business Phone: ( ) _____

Years in Irwindale: 46 years Registered Voter? yes

Educational background / degree: Northview High School

Licenses or Special Certificates: N/A

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Senior Commission

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) Active in the Senior Center. Walking, Dance, Line Dancing, Silver stretch, Zumba and sewing.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Our Senior Center is one of the best. Seniors come from all over just to Take Classes here in Irwndale.

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? Senior Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I've been active at the Irwindale Senior Center for the past 14 years. I love our senior and we have a very good staff.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Iris Rodriguez Date: 11/21/2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
DEC 02 2024 9:51 am
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: SENIOR CITIZEN COMMISSION
(print or type name of one Board or Commission)

Name: MIGUEL A. VIRGEN

Address: [redacted]

Occupation: ENVIRONMENTAL CONSULTANT

Employer: GLOBAL ENVIRONMENTAL TRNG & CONS.

Address: [redacted], WEST COVINA, CA

Home Phone: [redacted] Business Phone: [redacted]

Years in Irwindale: 3 YRS Registered Voter? YES

Educational background / degree: BACHELOR OF SCIENCE - CAL POLY POMONA

Licenses or Special Certificates: STATE CERTIFIED ENVIRONMENTAL CONSULTANT.

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) TO UNDERSTAND THE NEEDS OF THE SENIOR COMMUNITY AND BE ABLE TO REPRESENT THEM AND MAKE A DIFFENCE IN THE COMMUNITY.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) IT WOULD BE A GREAT OPPORTUNITY TO MEET PEOPLE AND UNDERSTAND THE NEEDS OF THE COMMUNITY.

Have you applied for a City Board or Commission before? Yes ____ No ✓

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: MY EDUCATION, LIFE EXPERIENCES AND MY INTEREST IN MAKING A DIFFERENCE IN THE COMMUNITY.

CERTIFICATION

By initialing below, I certify:

M.V. I am a registered voter in the City of Irwindale
M.V. I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 12/2/2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
DEC 04 2024 11:15am
CITY OF IRWINDALE
CITY CLERKS DEPT.

Application for:
(Select All That Apply)
☐ Parks & Recreation Commission
☑ Senior Citizen Commission

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Commissioner
(print or type name of one Board or Commission)

Name: Natalie Orozco.

Address: [redacted]

Occupation: Care. giver.

Employer: _____

Address: _____

Home Phone: ( ) _____ Business Phone: ( ) _____

Years in Irwindale: 50. years. Registered Voter? yes

Educational background / degree: specialized on on English.

Licenses or Special Certificates: Senior Citizen ID Card. 2-6-1 2027.

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. _____
Same as Above.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) As a Senior Commissioner. That I am I will always Be there a few years. I loved and highly respect my position.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I was there before. And I think, would to Help them Again When needed.

Have you applied for a City Board or Commission before? Yes ✓ No ____
If so, which one? Senior Commissioner.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: yes if I would be needed

CERTIFICATION

By initialing below, I certify:

N. O. I am a registered voter in the City of Irwindale
N. O. I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Natalie Orosco Date: 12-4-24

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

IRWINDALE CITY COUNCIL CHAMBERS **OCTOBER 23, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:00 P.M.**

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

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

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Ortiz, seconded by Councilmember Breceda, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 27A
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING SEPTEMBER 30, 2024,

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING SEPTEMBER 30, 2024

The City Council, Successor Agency Board, and Housing Authority Board received and filed the Investment Quarterly Report for the fiscal quarter ending September 30, 2024.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 8:01 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **NOVEMBER 13, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **7:50 P.M.**

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

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

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

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

ITEM NO. 27A
MINUTES OF THE REGULAR MEETING HELD OCTOBER 9, 2024

MINUTES OF THE REGULAR MEETING HELD OCTOBER 9, 2024

The minutes of the regular meeting held October 9, 2024, were approved as presented.

ITEM NO. 27B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

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

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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
103306	ROSENO	RSG Inc.	11/14/2024	343.75
			Report Total (1 checks):	343.75

Item #32.C.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Resolution No. SA 2024-102-3579 of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Recognized Obligation Payment Schedule and Administrative Budget for July 1, 2025 through June 30, 2026

City Manager's Recommendation:

Adopt Resolution No. SA 2024-102-3579 entitled "A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026."

Administrative Action:

Submitted / Prepared / Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Health and Safety Code ("HSC") Sections 34177(l) and 34177(o) require the Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency") to prepare and submit a Recognized Obligation Payment Schedule ("ROPS"), prior to each 12-month fiscal period, to the Oversight Board, County Auditor-Controller, State Controller's Office ("SCO"), and State Department of Finance ("DOF") for review and approval. For the ROPS period of July 1, 2025 to June 30, 2026 ("ROPS 25-26"), the statute requires that an Oversight Board-approved ROPS be submitted electronically to the DOF no later than February 1, 2025.

The ROPS provides the Successor Agency's enumeration and estimates of outstanding enforceable obligations for the upcoming 12-month ROPS period beginning July 1, 2025 and derives the amount of funds that may be available in past ROPS carryover and other cash balances for future payments.

Last and Final ROPS Option

Beginning January 1, 2016, successor agencies that have received a Finding of Completion may submit a Last and Final ROPS for approval by the oversight board and the DOF if all the following conditions are met:

1. Remaining debt includes only administrative costs and enforceable obligations with set payment schedules, such as debt service, loan agreements, and contracts;
2. All remaining obligations have been previously listed on a ROPS and approved by the DOF, pursuant to HSC section 34177 (m) or (o); and
3. The successor agency has no outstanding or unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

The submission of a Last and Final ROPS reduces the administrative burden on a successor agency, as it eliminates the need to prepare a ROPS and complete the ROPS approval process every year. However, once the DOF approves a successor agency's Last and Final ROPS, it can be amended only twice. Additionally, for successor agencies with an approved Last and Final ROPS, the DOF has been limiting annual administrative allowances to approximately $5,000 per enforceable obligation. At this point, to allow for greater flexibility, Successor Agency staff prefers to continue submitting the annual ROPS, rather than submitting a Last and Final ROPS.

ROPS 25-26 Enforceable Obligations

The ROPS 25-26 contains the same enforceable obligations listed on the last ROPS. The ROPS 25-26 line items include the following:

- Debt service on 2005 Taxable Housing Parity Bonds, 2006 Tax Allocation Refunding Parity Bonds, 2006 Subordinate Lien Tax Allocation Bonds, Reserve Obligations for Bonds, 2014 Tax Allocation Refunding Parity Bonds, and 2014 Taxable Housing Tax Allocation Refunding Parity Bonds **(Line Items #3 to #5, #11, #32, and #33)**
- Bond-related costs, including fiscal agent fees, bond arbitrage calculation fees, and continuing

disclosure costs **(Line Items #7, #8, and #34)**

- Administrative allowance **(Line Item #13)**, which is limited to the greater of $250,000 per year, or 3 percent of Redevelopment Property Tax Trust Fund ("RPTTF") distributed in the prior fiscal year, excluding the administrative allowance and any City/former redevelopment agency loan repayments. However, the administrative allowance cannot exceed 50 percent of the RPTTF distributed in the prior fiscal year, excluding the administrative allowance and any City/former redevelopment agency loan repayments. In the Successor Agency's case, the maximum allowable ROPS 25-26 administrative allowance is $250,000, which is the amount being requested. Pursuant to HSC Section 34177(j), the Successor Agency prepared a Fiscal Year 2025-26 Administrative Budget. The Administrative Budget is included as Exhibit B to the resolution.

ROPS 25-26 Cash Balance

The Successor Agency is required to calculate the amount of funds that may be available in past ROPS carryover and other cash balances for future payments. If the Successor Agency spent less than it estimated in prior ROPS periods or currently has funds from revenue received apart from the ROPS process (such as rent income, interest, and property sales proceeds), fund balances should be used to pay for enforceable obligations and, pursuant to Assembly Bill 1484, the DOF will decrease the distribution of RPTTF to the Successor Agency for a future ROPS period by the surplus amount.

The ROPS 25-26 cash balance reconciliation is based on activity in the ROPS 22-23 period. As reported on the Cash Balances tab of the ROPS 25-26 form, the Successor Agency had $193,206 of cash as of the end of the ROPS 22-23 period that is available to be spent in the ROPS 25-26 period. The DOF will ensure that the Successor Agency's approved ROPS 25-26 distribution amount accounts for the cash that the Successor Agency already has available to be spent in the ROPS 25-26 period.

DOF Review

Upon submittal of an Oversight Board-approved ROPS, the DOF has 45 days to make its determination of the enforceable obligations, including amounts and funding sources. Within five business days of the DOF's determination, the Successor Agency may request additional review and an opportunity to meet and confer on disputed items. The DOF has up to 15 days prior to the date for property tax distribution to make its final decision. The RPTTF distribution dates for ROPS 25-26A and 25-26B are on or about June 1, 2025 and January 2, 2026, respectively.

Fiscal Impact:

Approval of the ROPS is necessary for the Successor Agency to continue making payments on indebtedness, contracts, and other enforceable obligations. Overall, the Successor Agency is requesting $7.5 million of RPTTF to fund enforceable obligations due in the ROPS 25-26 period. Residual RPTTF revenues would be apportioned by the County Auditor-Controller to affected taxing agencies based on each entity's share of the property tax levy.

By not adopting the ROPS, the Successor Agency would risk defaulting on loans and other debt agreements, and not being able to fund certain expenses and operations, which would also impact the

City's General Fund. Furthermore, failure to submit a Countywide Oversight Board-approved ROPS to the State will also result in a penalty of $10,000 per day assessed against the City (as the City, not as the Successor Agency) for each day the ROPS is late. By utilizing non-RPTTF monies to pay for ROPS 25–26 obligations, the Successor Agency will increase the amount of residual RPTTF that the City will collect from the County Auditor-Controller, which is roughly 10 percent of the total residual pool of monies.

Attachments:

1. Resolution No. 2024-102-3579
2. City of Irwindale - ROPS 25-26
3. City of Irwindale - Successor Agency Admin Budget 25-26

SUCCESSOR AGENCY RESOLUTION NO. 2024-102-3579

A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026

WHEREAS, pursuant to Assembly Bill 26 of the First Extraordinary Session of the 2011-2012 Legislative Session ("ABX1 26") (Chapter 5, Statutes of 2011), the Irwindale Community Redevelopment Agency was effectively dissolved as of February 1, 2012; and

WHEREAS, pursuant to ABX1 26, the City Council of the City of Irwindale adopted Resolution No. 2012-08-2547 on January 11, 2012, affirmatively electing to serve as the "Successor Agency" to the Irwindale Community Redevelopment Agency; and

WHEREAS, pursuant to Health and Safety Code Sections 34177(l) and 34177(o), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule ("ROPS") prior to each twelve-month fiscal period, in a manner prescribed by the California Department of Finance ("DOF"), and submit the ROPS to an oversight board, the Los Angeles County Auditor-Controller, the State Controller's Office, and the DOF for review and approval; and

WHEREAS, Assembly Bill 1484 ("AB 1484") and Senate Bill 107 ("SB 107") established procedural requirements for the preparation, review, and approval of ROPS by the Successor Agency, including clarifications regarding "enforceable obligations"; and

WHEREAS, pursuant to Section 34177(j), the Successor Agency's "Administrative Budget" is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the upcoming twelve-month fiscal period; (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the city serving as Successor Agency; and

WHEREAS, Exhibit "A" to this resolution establishes a ROPS and administrative budget for the twelve-month fiscal period beginning July 1, 2025 and ending June 30, 2026, in a manner consistent with that prescribed by the DOF.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of ROPS and Administrative Budget. The City of Irwindale as Successor Agency hereby approves the Recognized Obligation Payment Schedule and Administrative Budget for the twelve-month fiscal period beginning July 1, 2025 and ending June 30, 2026, in substantially the form attached hereto as Exhibits A and B, as required by ABX1 26, AB 1484, and SB 107.

Section 3. **Transmittal to Appropriate Agencies.** The Executive Director is hereby authorized and directed to transmit, by mail or electronic means, a copy of the ROPS to the County of Los Angeles' First District Consolidated Oversight Board, Los Angeles County Auditor-Controller, State Department of Finance, and the State Controller's Office, as prescribed by statute.

Section 4. **Technical Revisions.** The Executive Director is hereby authorized and directed to use discretion to make any necessary technical revisions to the ROPS and Administrative Budget prior to submittal to the appropriate reviewing bodies.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. SA 2024-102-3579 was duly and regularly passed and adopted by the Successor Agency of the City of Irwindale at its regular meeting held on the 11th day of December 2024, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT “A”

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
JULY 1, 2025 – JUNE 30, 2026

Recognized Obligation Payment Schedule (ROPS 25-26) - Summary
Filed for the July 1, 2025 through June 30, 2026 Period

Successor Agency: Irwindale

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	25-26A Total (July - December)	25-26B Total (January - June)	ROPS 25-26 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ 5,999,740**	**$ -**	**$ 5,999,740**
B Bond Proceeds	-	-	-
C Reserve Balance	5,999,740	-	5,999,740
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 271,570**	**$ 7,245,399**	**$ 7,516,969**
F RPTTF	21,570	7,245,399	7,266,969
G Administrative RPTTF	250,000	-	250,000
H Current Period Enforceable Obligations (A+E)	**$ 6,271,310**	**$ 7,245,399**	**$ 13,516,709**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Irwindale
Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail
July 1, 2025 through June 30, 2026

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$17,605,710		$13,516,709	$-	$5,999,740	$-	$21,570	$250,000	$6,271,310	$-	$-	$-	$7,245,399	$-	$7,245,399
3	2005 Taxable Housing Parity Bonds	Bonds Issued On or Before 12/31/10	08/02/2005	08/01/2026	US Bank National Association	2005 Taxable Housing Parity Bonds	Low/Mod Income	3,689,195	N	$1,685,278	-	1,631,360	-	-	-	$1,631,360	-	-	-	53,918	-	$53,918
4	2006 Tax Allocation Refunding Parity Bonds	Bonds Issued On or Before 12/31/10	07/17/2006	07/15/2026	US Bank National Association	2006 Tax Allocation Refunding Parity Bonds	Industrial Project Area	5,470,078	N	$3,663,744	-	1,806,076	-	-	-	$1,806,076	-	-	-	1,857,668	-	$1,857,668
5	2006 Subordinate Lien Tax Alloc. Ref. Bonds	Bonds Issued On or Before 12/31/10	04/05/2005	06/01/2026	US Bank National Association	2006 Subordinate Lien Tax Alloc. Ref. Bonds	Industrial Project Area	2,953,525	N	$2,953,525	-	1,437,963	-	-	-	$1,437,963	-	-	-	1,515,562	-	$1,515,562
7	Fiscal Agent Fees	Fees	08/02/2005	08/01/2026	US Bank National Association	Fees for Fiscal Agent Services	Industrial & Low/Mod Projects	40,820	N	$20,820	-	-	-	16,820	-	$16,820	-	-	-	4,000	-	$4,000
8	Bond Arbitrage Calculation	Fees	11/21/2002	08/01/2026	BLX Group, Willdan Financial Services	Fees for Bond Arbitrage Calculations	Industrial & Low/Mod Projects	9,500	N	$4,750	-	-	-	4,750	-	$4,750	-	-	-	-	-	$-
11	Reserve Obligations for Bonds	Reserves	11/21/2002	08/01/2026	US Bank National Association	Reserve Obligations for Bonds	Industrial & Low/Mod Projects	3,810,251	N	$3,810,251	-	-	-	-	-	$-	-	-	-	3,810,251	-	$3,810,251
13	Successor Agency Administrative/ Operational Costs	Admin Costs	02/01/2012	08/01/2026	City of Irwindale	Payroll & benefits for employees, legal services, financial/ staffing consulting services, and overhead costs required for Agency wind-down/ transition as detailed in Successor Agency	Industrial Project Area	500,000	N	$250,000	-	-	-	-	250,000	$250,000	-	-	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 25-26 Total**	**ROPS 25-26A (Jul - Dec)**					**25-26A Total**	**ROPS 25-26B (Jan - Jun)**					**25-26B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						Administrative Budget																
32	2014 Tax Allocation Refunding Parity Bonds	Bonds Issued After 12/31/10	05/08/2014	07/15/2025	US Bank National Association	Bonds issued to fund non-housing projects	Industrial Project Area	822,150	N	$822,150	-	822,150	-	-	-	$822,150	-	-	-	-	-	$-
33	2014 Taxable Housing Tax Allocation Refunding Parity Bonds	Bonds Issued After 12/31/10	05/08/2014	08/01/2025	US Bank National Association	Bonds issued to fund housing projects	Low/Mod Income	302,191	N	$302,191	-	302,191	-	-	-	$302,191	-	-	-	-	-	$-
34	Continuing Disclosure Costs	Fees	08/02/2005	08/01/2026	Willdan Financial Services	Continuing Disclosures for Bonds	Industrial&Low/Mod	8,000	N	$4,000	-	-	-	-	-	$-	-	-	-	4,000	-	$4,000

Irwindale
Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances
July 1, 2022 through June 30, 2023
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/22)** RPTTF amount should exclude "A" period distribution amount.	3,457,178		7,074,676	6,233,305	7,122	
2	**Revenue/Income (Actual 06/30/23)** RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller	2,737,938			112,422	3,335,812	
3	**Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)**	2,062		5,719,467		2,263,809	
4	**Retention of Available Cash Balance (Actual 06/30/23)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	6,193,054		1,355,209	6,233,305	998,341	
5	**ROPS 22-23 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC		No entry required			80,784	
6	**Ending Actual Available Cash Balance (06/30/23) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$112,422**	**$-**	

Irwindale
Recognized Obligation Payment Schedule (ROPS 25-26) - Notes
July 1, 2025 through June 30, 2026

Item #	Notes/Comments
3	
4	
5	
7	
8	
11	
13	
32	
33	
34	

EXHIBIT B

SUCCESSOR AGENCY FISCAL YEAR 2025-26 ADMINISTRATIVE BUDGET

		Annual Budget
Administrative Staff Functions:		
Preparation of the annual Recognized Obligation Payment Schedules		
Administering approved enforceable obligation repayments of the Successor Agency		
Cash Reconciliation, Prior Period Adjustments, etc.		
Discuss ROPS issues with DOF or County		
OB Meetings - Staff meeting, preparation and discussion of reports		
SA Meetings - Staff meeting, preparation of Agenda, discussion of reports, etc.		
Correspondence with Bond Trustee, Bond Counsel, and Rating Agencies		
Procurement Process: Professional Services, etc.		
Review of related legislation (current or new)		
Discussion and Research with County		
State Controller's Office inquiries		
Accounting for Successor Agency		
Support auditors, prepare and review workpapers, respond to inquiries and findings, etc.		
Reporting Successor Agency Fiduciary Fund in ACFR		
Prepare Debt Service Schedule		
Enter Bond debt informationin DebtBook's Debt Management Module	$	180,000.00
Operational Expenditures:		
Legal Counsel		12,500.00
Audit Services and State Reporting		10,200.00
Professional Consulting Services		12,500.00
Debt Service Software & Administration		2,300.00
Bond Counsel		5,000.00
Property Tax Consulting & Administration		12,500.00
Overhead:		
Purchase check stock, ink, printer maintenance, bank fees finance software support, computers, copiers, other software, lease of space and utilities, payroll related costs, liability insurance premiums, etc.		15,000.00
Grand Total:	**$**	**250,000.00**

IRWINDALE CITY COUNCIL CHAMBERS **OCTOBER 23, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:01 P.M.**

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

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

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Board Member Ortiz, seconded by Board Member Breceda, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 33A
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING SEPTEMBER 30, 2024

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING SEPTEMBER 30, 2024

The City Council, Successor Agency Board, and Housing Authority Board received and filed the Investment Quarterly Report for the fiscal quarter ending September 30, 2024.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

NEW BUSINESS

ITEM NO. 35A
GLOBAL SUBORDINATION POLICY

GLOBAL SUBORDINATION POLICY

This item was pulled from the agenda.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 8:03 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

IRWINDALE CITY COUNCIL CHAMBERS **NOVEMBER 13, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **7:52 P.M.**

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

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

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Board Member Breceda, seconded by Board Member Ortiz, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 33A
MINUTES OF THE REGULAR MEETING HELD OCTOBER 9, 2024

MINUTES OF THE REGULAR MEETING HELD OCTOBER 9, 2024

The minutes of the regular meeting held October 9, 2024, were approved as presented.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

NEW BUSINESS

ITEM NO. 35A
ADOPT A 45-YEAR AFFORDABILITY COVENANT LOSS MITIGATION FORMULA

ADOPT A 45-YEAR AFFORDABILITY COVENANT LOSS MITIGATION FORMULA

HOUSING COORDINATOR LOPEZ — Housing Coordinator Lopez presented the staff report.

FRED BARBOSA — Fred Barbosa stated that, although the homeowners agreed to the program terms, the Housing Authority has no right to the houses once the loan is forgiven after the 20-year term.

COORDINATOR LOPEZ	Coordinator Lopez noted that staff clarified to HCD representatives that the loans were provided as part of the Housing Authority's Housing Rehabilitation Program.
RUTH QUEIJA	Ruth Queija requested clarification on a couple sections of the proposed formula, to which Coordinator Lopez indicated that part of the affordability covenant loss mitigation formula would require adoption of new property rehabilitation program guidelines that would allow for direct market sales as well as modification to the equity sharing policy, rendering it non-applicable. The only factors of the existing loan to remain would be the repayment of the loan plus 3% interest for the life of the loan and an early termination charge.
ROBERT DIAZ	Robert Diaz soke in support of approving the formula since it would make the Housing Authority whole since the loans would be repaid and would provide relief to homeowners.
FRED BARBOSA	Fred Barbosa asked whether the homeowners "would be taken off the rolls" as being low-income households, to which Coordinator Lopez stated that the HCD views the formula as a disincentive from violating the existing covenant and agreed that the formula makes the Housing Authority whole. He added that any proceeds received would be used to fund future affordable housing projects.
LEONARD AGUAYO	Leonard Aguayo requested that the information presented be provided in writing before Board votes on it.
ANONYMOUS	An anonymous individual asked when they would be provided details on how much they would need to repay on their loan and how quickly they would obtain the needed documentation.
GENERAL COUNSEL GUERRA	General Counsel Guerra advised that all policy documents are included in the agenda package for tonight's meeting, which is publicly available, and noted that Housing Authority staff would work with program participants over the next few weeks to finalize details.
BOARD MEMBER GARCIA	Board Member Garcia asked whether the affordability covenant needs to be revised in the future, to which Coordinator Lopez advised that approval of the loss mitigation formula would allow direct market sales and would approve the low/moderate income home improvement guidelines.
GENERAL COUNSEL GUERRA	General Counsel Guerra advised that, once the policy is approved, implementation as to each property will be completed administratively without the need for the matter to return for consideration by the Housing Authority Board.
FRED BARBOSA	Fred Barbosa thanked the Board for keeping its word.

MOTION — A motion was made by Board Member Ortiz, seconded by Vice Chair Burrola, to adopt a 45-Year Affordability Covenant Loss Mitigation Formula allowing former participants of the Property Rehabilitation Loan Program to sell their Affordable Units at a Market Rate Price. The motion was unanimously approved.

BOARD MEMBER ORTIZ — Board Member Ortiz requested that the process be expedited for the Aguayo family.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 8:08 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

City of IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, Executive Director

Issue: SB 341 Annual Report for Fiscal Year (FY) 2023-2024

Executive Director's Recommendation:

Receive and file the SB 341 Annual Report for FY 2023-2024 and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

Administrative Action:

Submitted / Prepared / Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Reviewed by:

Adrian R. Guerra, General Counsel

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

SB 341 Annual Report for Fiscal Year 2023-24

Senate Bill 341 which became law on January 1, 2014, requires "housing successors" – cities, counties, and housing authorities that have taken over housing functions for former redevelopment agencies to

follow new expenditure and accounting rules beginning January 1, 2014. HSC Section 34176.1(f) requires housing successors to prepare a Housing Successor Annual Report ("SB 341 Report") regarding the Low- and Moderate-Income Housing Asset Fund (LMIHAF). The purpose of this SB 341 Report is to provide the governing body of the Housing Successor an annual report on the housing assets, activities and expenditures of the Housing Successor during the year, under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1. The SB 341 Report must be presented to the Housing Successor governing body within six months after the end of each fiscal year. This report as well as the former redevelopment agency's Implementation Plan must be posted on the City's website.

Housing Asset Fund Deposits and Ending Balance

At the close of FY 2023-24, the ending balance of the Housing Asset Fund was $6,982,234. During the five-year reporting period (July 1, 2019 through June 30, 2024), a minimum of 30% must be spent on rental housing for extremely-low income households and a maximum of 20% may be spent on housing for low income households. The Authority has spent 0% of funds on extremely low income rental units, 6% on low-income units, and no funds on moderate-income units. As of June 30, 2024, the Authority has not met all the requirements for expenditures by income level.

Excess Surplus

HSC Section 34176.1 (d) defines excess surplus as "an unencumbered amount in the account that exceeds the greater of one million dollars ($1,000,000) or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater." It has been determined that the Housing Authority does not have an excess surplus for FY 2023-24.

The Authority retained the services of Lance, Soll, & Lunghard, LLP to perform the independent audit and RSG to prepare the SB 341 Report for Fiscal Year 2023-2024. The totals in the Housing Successor Financial Statements represent the final numbers of the Housing Successor's financial position as of June 30, 2024. The report will be submitted to the California Department of Housing and Community Development as an attachment to the SB 341 Report.

Fiscal Impact:

An independent audit of the Irwindale Housing Successor is conducted annually, and this year's results are presented in the Irwindale Housing Successor Financial Statement Report attached as part of the SB 341 Report. In addition to this report, the Auditors also issue a report on internal control over financial reporting and on compliance and other matters. The purpose of this report is to obtain reasonable assurance that Housing Successor's financial statements are free from material misstatements. The results of their test disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

For the fiscal year ended June 30, 2024, the Fund Balance for the Housing Successor was $6,982,234.

Attachments:

1. Irwindale Housing Authority 2023-24 SB 341 Annual Report

HOUSING SUCCESSOR COMPLIANCE REPORT

IRWINDALE HOUSING AUTHORITY

Report for Fiscal Year 2023-24

Prepared Pursuant to Health and Safety Code Section 34176.1

November 27, 2024

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INTRODUCTION

REDEVELOPMENT DISSOLUTION

As a result of Assembly Bill ("AB") x1 26, all redevelopment agencies in California were dissolved on February 1, 2012. This dramatic change to property tax finance has resulted in the complete elimination of the major source of local, publicly generated dollars earmarked for affordable housing. Thus, housing authorities were left in a challenging position – the need for them is greater than ever, but a key funding source has been eliminated.

On August 27, 1987, the City Council of the City of Irwindale ("City Council") approved Resolution No. 87-15-1117, establishing the Irwindale Housing Authority ("Housing Authority"). The Housing Authority now administers housing assets transferred from the former Irwindale Community Redevelopment Agency ("ICRA") in 2012. The ICRA dissolved on February 1, 2012, pursuant to the Dissolution Act enacted by AB x1 26 and 1484 (Parts 1.8 and 1.85 of the California Health and Safety Code, or "H&SC"). Pursuant to Resolution No. 2012-09-2548, on January 11, 2012, the City of Irwindale ("City") elected to designate the Housing Authority as the "housing successor", an entity that accepts the housing assets and liabilities of a former redevelopment agency. The Housing Authority thereby inherited all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the former ICRA. All former ICRA housing assets and liabilities were transferred to the Housing Authority through the Housing Asset Transfer Form submitted to the California Department of Finance ("DOF") on August 1, 2012. On September 5, 2012, the DOF issued a letter stating that it did not object to any of the transfers.

It is important to note that, although the Housing Authority inherited the ICRA's assets and functions, it does not have an ongoing financing mechanism to maintain them, like the ICRA had. The former ICRA primarily funded projects with Low and Moderate Income Housing Funds generated by redevelopment tax increment; this tool was abolished with the dissolution of redevelopment.

ASSET TRANSFERS TO THE HOUSING SUCCESSOR

According to H&SC Section 34176(e), housing assets may include the following:

- Real property
- Restrictions on the use of property
- Personal property in a residence
- Housing-related files

- Office supplies and software programs acquired for low- and moderate-income housing purposes
- Funds encumbered by an enforceable obligation
- Loans or grants receivable funded from the former Low and Moderate Income Housing Fund
- Funds derived from rents or operation of properties acquired for low- and moderate-income housing purposes
- Rents or payments from housing tenants or operators of low- and moderate-income housing
- Repayment of Supplemental Educational Revenue Augmentation Fund ("SERAF") loans

REPORTING REQUIREMENTS OF H&SC SECTION 34176.1(f)

Commencing January 1, 2014, H&SC Section 34176.1(f) requires the preparation of an annual report ("Housing Successor Compliance Report") for housing successors that received assets and other duties from a former redevelopment agency. Originally created by Senate Bill 341 ("SB 341") in the 2013-14 legislative session and later amended by subsequent legislation, the law describes the contents of these annual reports, as well as the context of this information relative to various compliance periods.

The purpose of the report is to provide the public information regarding the use of all former redevelopment agency housing assets, which are kept in a separate fund known as the Low and Moderate Income Housing Asset Fund ("Housing Asset Fund" or "Housing Asset Funds").

For most housing successors, the annual report is prepared at the same time as the annual audit also required by law, and must contain the following information:

1. Total amount deposited in the Housing Asset Fund during the fiscal year
2. Statement of balance at the close of the fiscal year
3. Description of expenditures for the fiscal year, categorized as follows:
    a. Rapid rehousing for homelessness prevention (up to $250,000 per year allowable)
    b. Administrative and monitoring expenses (up to the greater of $200,000, adjusted annually commensurate to the change in the Consumer Price Index, or 5 percent of the statutory value of real property owned by the housing successor and of loans and grants receivable allowable)

   c. Development of affordable housing, which must be reported by the amount spent for each income group (extremely low-, very low-, and low-income)

4. Other "portfolio" balances

   a. Statutory value of any real property either transferred from the former ICRA or purchased by the housing successor; note that the housing successor may only hold property for five years

   b. Value of loans and grants receivable, including loans and grants transferred from the former ICRA and made by the housing successor

5. Descriptions of any transfers to another housing successor for a joint project

6. Description of any project still funded through the Recognized Obligation Payment Schedule ("ROPS")

7. Update on property disposition for any property owned more than five years or plans for property owned less than five years

8. Description of any outstanding production obligations of the former redevelopment agency that were inherited by the housing successor

9. Compliance with proportionality requirements (income group targets); compliance must be met for five-year periods

10. Percentage of deed-restricted rental housing restricted to seniors and assisted by the housing successor, the former ICRA, and the City within the past 10 years, compared to the total number of units assisted by these three agencies within the past 10 years

11. Amount of excess surplus, and if any, the plan for eliminating it

12. An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants, restrictions, or an adopted program that protects the investment of moneys from the Low and Moderate Income Housing Fund; the inventory must include the following information: number of units, any units lost since dissolution, any funds returned to the housing successor as a result of the program, and the name of any entity contracted to manage the units

LOW AND MODERATE INCOME HOUSING ASSET FUND

The Low and Moderate Income Housing Asset Fund replaces the former ICRA's Low and Moderate Income Housing Fund. The Housing Asset Fund includes all assets that were transferred from the ICRA to the Housing Authority via the Housing Asset Transfer Form, which included the following:

1. Real properties
2. Affordable housing covenants
3. Loan receivables
4. Supplemental Educational Revenue Augmentation Fund Loan repayments

HOUSING ASSET FUND DEPOSITS AND ENDING BALANCE

During Fiscal Year ("FY") 2023-24, the Housing Authority deposited $346,338 into the Housing Asset Fund. Table 1 details the sources of revenue. There were no deposits into the Housing Asset Fund related to the ROPS.

Fiscal Year 2023-24 Housing Asset Fund Deposits **Table 1**
Irwindale Housing Authority

Balance Type		Amount
Interest		344,298
Other & Miscellaneous Income		2,040
TOTAL	**$**	**346,338**

At the close of FY 2023-24, the ending balance in the Housing Asset Fund was $6,982,234, which is detailed by category in Table 2 below. No portion of the balance is being held for items listed on the ROPS.

Fiscal Year 2023-24 Housing Asset Fund Ending Balance **Table 2**

Irwindale Housing Authority

Balance Type		Amount
Cash		955,785
LAIF		5,913,552
Interest Receivable		83,206
Prepaid Costs		71,899
Loans Receivable-Low/Mod Deferred/Forgivable		12,539,484
Deferred Revenues - Housing Loans		(12,539,484)
Accounts Payable		(42,208)
Total	$	6,982,234

EXPENDITURES

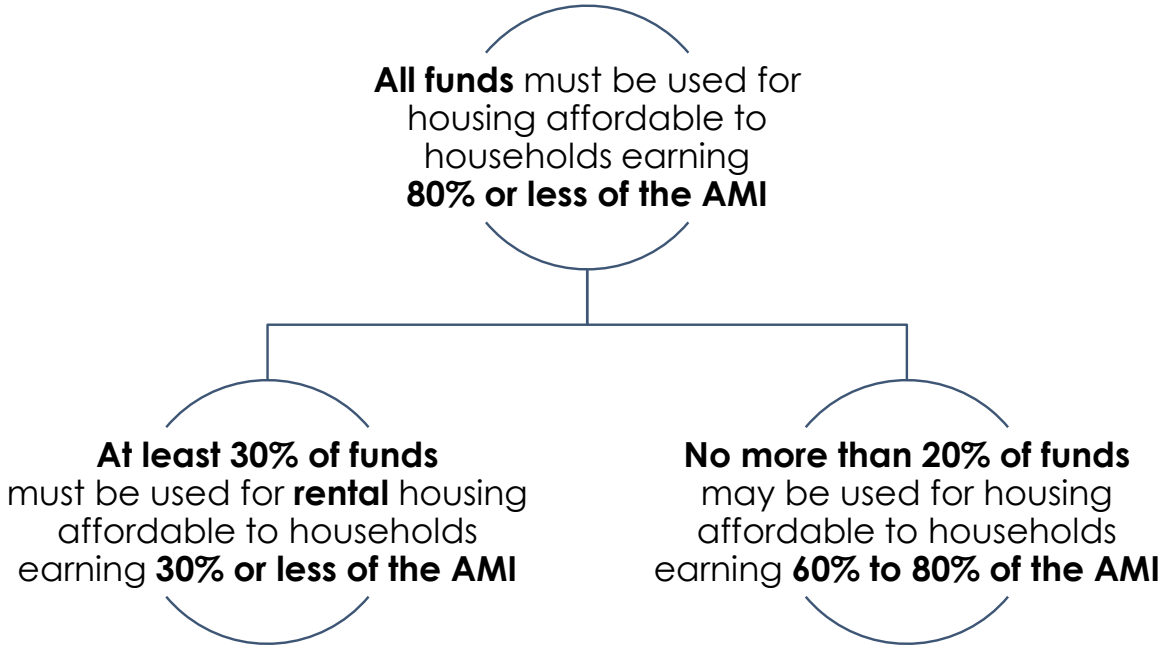
The law provides the following guidelines for expenditures from the Housing Asset Fund:

1. Administrative costs, which include housing monitoring expenses, are capped at $200,000 (adjusted annually commensurate with the change in the Consumer Price Index) or 5% of the statutory value of real property owned by the housing successor and of loans and grants receivable, whichever is greater. In the Housing Authority's case, the latter is greater. As shown in Table 3 below, the Housing Authority's administrative costs have not exceeded the annual allowance since FY 2019-20.

2. A housing successor is authorized to spend up to $250,000 per year on rapid rehousing solutions for homelessness prevention if the housing successor has fulfilled the former ICRA's outstanding housing production requirements. At redevelopment dissolution, the former ICRA had an outstanding obligation of 12 replacement bedrooms, all of which the Housing Authority has since replaced. Thus, the Housing Authority is permitted to make expenditures on rapid rehousing. As shown in Table 3, the Housing Authority has not made any expenditures on rapid rehousing since FY 2019-20.

3. Remaining expenditures must be spent to develop housing affordable to households earning 80% or less of the area median income ("AMI"). This means that no funding may be spent on moderate-income households, as was previously allowable by redevelopment law. Additionally, of the money expended, a minimum of 30% must be spent on rental housing for

households earning 30% or less of the AMI ("extremely-low income"), and a maximum of 20% may be spent on housing for households earning between 60% and 80% of the AMI ("low-income"). These limits are shown in the below graphic.



Failure to comply with the 30% extremely low-income requirement in any five-year period would result in the Housing Authority being required to expend 50% of remaining funds on extremely low-income rental units until in compliance. Exceeding the expenditure limit for households earning between 60% and 80% of the AMI in any five-year reporting period will result in the Housing Authority not being permitted to expend any funds on these income categories until in compliance.

Note that housing successors must report expenditures by household income category each year, but compliance is assessed every five years. For example, a housing successor could spend all funds in a single year on households earning between 60% and 80% of the AMI, as long as the amount spent on those households was 20% or less of the total expenditures during the entire five-year compliance period. The second compliance period is from FY 2019-20 through FY 2023-24. Thus, FY 2023-24 is the fifth year of the second five-year compliance period.

As shown in Table 3 below, all FY 2023-24 expenditures were for administrative expenses, which totaled $428,363. This amount is within the allowable allowance for the fiscal year. The Housing Authority did not meet all requirements for expenditures by income level in in the second five-year compliance period. The Housing Authority failed to spend at least 30% of Housing Asset Funds assisting extremely low-income rental households.

Pursuant to H&SC Section 34176.1(a)(3)(B), if the housing successor fails to comply with the extremely low-income requirement in any five-year compliance period, then the housing successor shall ensure that at least 50%of remaining funds expended in each subsequent fiscal year are expended for the development of extremely low-income rental housing until the housing successor demonstrates compliance with the extremely low-income requirement.

In the second five-year compliance period, between July 1, 2019 through June 30, 2024, the Housing Authority spent $5,306,955 on affordable housing development. A minimum of 30%, or $1,592,086, must be spent assisting extremely low-income rental housing development. As of June 30, 2024, Housing Authority encumbered $2,390,564 to assist extremely low-income rental housing in two housing development projects. This will bring the Housing Authority into compliance with income proportionality requirements in FY 2024-25.

Housing Asset Fund Expenditures **Table 3**

Irwindale Housing Authority

H&SC Section 34176.1 Compliance by Fiscal Year	Expenses with Annual Limitations		Expenses with Limitations for Total Expenditures in the Five-Year Compliance Period (FY 2019-20 through 2023-24)				
			Development Expenses				
	Admin/ Monitoring[1]	Rapid Rehousing	<30% AMI Rental Units	60-80% AMI	Above 80% AMI	Other	TOTAL
FY 2023-24 Expenditures	$428,363	$0	$0	$0	$0	$0	**$0**
FY 2023-24 Limitations	$626,974	$250,000	-	-	-	-	-
Compliant (Yes/No)	**YES**	**YES**					
FY 2022-23 Expenditures	$365,588	$0	$0	$0	$0	$0	**$0**
FY 2022-23 Limitations	$703,769	$250,000	-	-	-	-	-
Compliant (Yes/No)	**YES**	**YES**					
FY 2021-22 Expenditures	$410,537	$0	$0	$316,493	$0	$2,562,900	**$2,879,393**
FY 2021-22 Limitations	$780,575	$250,000	-	-	-	-	-
Compliant (Yes/No)	**YES**	**YES**					
FY 2020-21 Expenditures	$474,991	$0	$0	$0	$0	$77,768	**$77,768**
FY 2020-21 Limitations	$695,634	$250,000	-	-	-	-	-
Compliant (Yes/No)	**YES**	**YES**					
FY 2019-20 Expenditures	$283,260	$0	$0	$663	$0	$2,349,131	**$2,349,794**
FY 2019-20 Limitations	$759,319	$250,000	-	-	-	-	-
Compliant (Yes/No)	**YES**	**YES**					
TOTAL DEVELOPMENT EXPENDITURES	**-**	**-**	**$0**	**$317,156**	**$0**	**$4,989,799**	**$5,306,955**
Limitations	-	-	>30%	<20%	0%	N/A	-
Expenditure Proportionality as of End of FY 2023-24	-	-	0%	6%	0%	94%	-
Compliant as of End of FY 2023-24 (Yes/No)	**-**	**-**	**NO**	**YES**	**YES**	**-**	**-**

[1] Annual administrative and monitoring expenditures are capped at $200,000 (adjusted annually commensurate with the change in the Consumer Price Index) or a percentage of the statutory value of the housing successor's real property and loans and grants receivable, whichever is greater; the percentage is 2% in Fiscal Years 2013-14 and 2014-15 and 5% thereafter. Thus, the cap can vary each year, as it has in the Housing Authority's case.

STATUTORY VALUE OF REAL PROPERTIES AND LOAN RECEIVABLES

The Housing Authority must report on the statutory value of real property and loans and grants transferred from the former ICRA to the Housing Asset Fund, as well as real property purchased with Housing Asset Fund monies and loans and grants made by the housing successor, shown in Table 4.

Fiscal Year 2023-24 Real Properties and Receivables **Table 4**
Irwindale Housing Authority

Asset	Amount
Real Properties	
Subtotal	*$0*
Loan Receivables	
Housing Subsidy Loans	$11,879,996
Housing Rehabilitations Loans	$653,749
Property Tax Loans	$5,739
Subtotal	*$12,539,484*
Total	**$12,539,484**
Admin Allowance (5% of Total)	**$626,974**

MONEY TRANSFERS FOR JOINT PROJECTS

H&SC Section 34176.1(c)(2) allows two or more housing successors within a county, within a single metropolitan statistical area, within 15 miles of each other, or that are in contiguous jurisdictions to enter into an agreement to transfer funds among their respective Low and Moderate Income Housing Asset Funds.

The law requires housing successors to provide (a) a description of any transfers made to other housing successors for joint projects and (b) a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.

On May 8, 2019, the Housing Authority Board approved Resolution No. HA 2019-02-075 authorizing the Housing Authority to transfer an amount not to exceed $550,000 from its Housing Asset Fund to the Housing Authority of the County of Los Angeles. In FY 2018-19, the Housing Authority transferred $539,000 to the Housing Authority of the County of Los Angeles for the development of 34 apartment

units located at 4101-4117 Whittier Boulevard in unincorporated East Los Angeles County. The 34 units includes 33 permanent supportive housing units and one manager's unit. The target population to be served by this project is homeless veterans and homeless persons with mental illness. The transferred funds were used to assist only rental units that are affordable to households earning no more than 30% AMI. The Certificate of Occupancy was issued for the project in March 2023. The building achieved full occupancy in August 2023.

PROJECTS FUNDED THROUGH RECOGNIZED OBLIGATION PAYMENTS SCHEDULES

The law requires housing successors to provide a description of (a) any project for which the housing successor receives or holds property tax revenue received pursuant to ROPS and (b) the status of that project. In FY 2023-24, the Housing Authority did not receive any property tax revenue for projects pursuant to ROPS.

PROPERTY DISPOSITION COMPLIANCE

H&SC Section 34176.1(e) requires that all real properties acquired by the ICRA prior to February 1, 2012 and transferred to the Housing Authority be developed pursuant to the requirements detailed in H&SC Section 33334.16. Development for affordable housing purposes must be initiated for all properties that fall within these parameters by five years from the date that the DOF approved the Housing Asset Transfer Form, which was September 5, 2017 in the Housing Authority's case. If the Housing Authority is unable to develop these properties within the five-year period, the law does allow for a five-year extension via adoption of a resolution.

One property, consisting of three parcels located at 16203, 16223, and 16233 Arrow Highway, was purchased by the former ICRA in 2008 and transferred to the Housing Authority after redevelopment dissolution. As of September 5, 2017 (the Housing Authority's five-year property disposition deadline), the Housing Authority was under contract to sell the property, which constitutes initiation of development for affordable housing purposes. Nonetheless, out of an abundance of caution, the Housing Authority Board adopted a resolution in December 2017 that extended the deadline for five years to September 5, 2022. On April 3, 2020, the Housing Authority sold the property to Panattoni Development Company for $4,150,000. Upon the close of escrow, designated the sales proceeds for the development of affordable housing. Thus, the Housing Authority complied with H&SC Section 34176.1(e).

OUTSTANDING INCLUSIONARY AND REPLACEMENT HOUSING OBLIGATIONS

At the time of redevelopment dissolution, the former ICRA had an outstanding obligation of 7 units with 12 replacement bedrooms. The Housing Authority is required to fulfill this obligation. Pursuant to H&SC Section 33413(f), the Housing Authority may replace the removed or destroyed units with a fewer number of units if (1) the total number of bedrooms in the replacement units equal or exceed

the number of bedrooms in the destroyed units and (2) the replacement units are affordable to the same income level as the destroyed units. As of the end of Fiscal Year 2017-18, the Housing Authority replaced all 12 bedrooms. These replacement units are affordable to the same income level as the destroyed units. Thus, the Housing Authority complied with H&SC Section 33413(f).

SENIOR HOUSING EXPENDITURE PROPORTIONALITY

This report must include an accounting of the percentage of deed-restricted rental housing units restricted to seniors and assisted by the housing successor, the former ICRA, and the City within the past 10 years, compared to the total number of deed-restricted rental housing units assisted by those three agencies within the past 10 years. If this percentage is greater than 50 percent, the Housing Authority is prohibited from the use of additional Housing Asset Funds to subsidize any senior rental units. The Housing Authority and the former ICRA has assisted 25 affordable rental housing units since June 30, 2013, 100% of which are restricted to seniors at the Las Casitas Senior Apartment Complex. However, the Housing Authority is obligated to continue subsidizing the rents at the units at the Las Casitas Senior Apartment Complex, pursuant to agreements that predate the January 1, 2014 effective date of SB 341. As such, the Housing Authority will continue to abide by these agreements by subsidizing the rents at the Las Casitas Senior Apartment Complex with Housing Asset Funds.

EXCESS SURPLUS

Excess surplus calculations were once performed by redevelopment agencies on an annual basis and were intended to ensure that funds are expended to benefit low-income households in an expeditious manner. The law reinstates this calculation for housing successors. Excess surplus is defined by H&SC Section 34176.1(d) as “an unencumbered amount in the account that exceeds the greater of one million dollars, or the aggregate amount deposited into the account during the housing successor’s preceding four fiscal years, whichever is greater.” Generally speaking, funds should be encumbered within four years of receipt.

As shown in Table 5, the Housing Authority accumulated an excess surplus of $2,193,391 in FY 2021-22. In accordance with HSC Section 4176.1(d), a housing successor shall encumber any excess surplus or transfer the funds appropriately within three fiscal years. If the housing successor fails to comply with this subdivision, the housing successor, within 90 days of the end of the third fiscal year, shall transfer any excess surplus to the California Department of Housing and Community Development (“HCD”) for expenditure pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program. Table 5 shows that the entire prior year excess surplus of $2,193,391 was eliminated with the FY 2021-22 expenditures totaling $3,289,930. Thus, the Housing Authority expended the FY 2021-22 excess surplus within three fiscal years and will not need to transfer funds to HCD.

Prior Year Excess Surplus Elimination	**Table 5**
Irwindale Housing Authority	

Remaining Excess Surplus from Three Years Prior to Fiscal Year 2023-24	
FY 2019-20	$ -
FY 2020-21	$ -
FY 2021-22	$ 2,193,391
Total Excess Surplus from Three Prior Years	**$ 2,193,391**

Elimination of Prior Year Excess Surplus	
FY 2021-22 Expenditures	$ 3,289,930
FY 2022-23 Expenditures	$ 365,588
FY 2023-24 Expenditures	$ 428,363
Remaining Prior Year Excess Surplus	**$ -**

Table 6 shows the Housing Authority's excess surplus calculation for FY 2023-24. Based on the calculation shown in Table 6, the unencumbered portion of the FY 2023-24 beginning balance is higher than the aggregate amount deposited into the account during the preceding four fiscal years (which exceeds one million dollars). Thus, the Housing Authority has an excess surplus for FY 2023-24 of $1,235,094. The Housing Authority will need to spend or encumber this amount within three fiscal years, or June 30, 2027, to eliminate the excess surplus or transfer remaiing excess surplus to HCD.

Fiscal Year 2023-24 Excess Surplus Calculation	**Table 6**
Irwindale Housing Authority	

Fiscal Year	**2019-20**	**2020-21**	**2021-22**	**2022-23**	**Calculation**
Deposits	$ 2,950,740	$ 329,463	$ (11,782)	$ 170,180	
FY 2023-24 Beginning Balance (cash only)					7,064,259
Less: Encumbered Funds					(2,390,564)
Unencumbered Amount					4,673,695
Step 1					
$1 Million, or					1,000,000
Last 4 Deposits					3,438,601
Result: Larger Number					3,438,601
Step 2					
Unencumbered Amount					4,673,695
Larger Number From Step 1					3,438,601
Fiscal Year 2023-24 Excess Surplus					**$ 1,235,094**

INVENTORY OF HOMEOWNERSHIP UNITS

Table 7 on the following shows an inventory of the 123 homeownership units assisted by the former ICRA or the Housing Authority that are subject to covenants, restrictions, or an adopted program that protects the former ICRA's investment of moneys from the Low and Moderate Income Housing Fund pursuant to H&SC Section 33334.3(f). In FY 2023-24, no units were added or eliminated.

No funds have been returned to the Housing Authority as part of an adopted program that protects the former ICRA's investment of moneys from the Low and Moderate Income Housing Fund. Note that the Housing Authority manages all units, rather than contracting with an outside entity.

Fiscal Year 2023-24 Inventory of Assisted Homeownership Units **Table 7**

Irwindale Housing Authority

No.	Address	Assisting Agency	Number of Units
1	16058 Central Street	Former ICRA	1
2	4820 Baca Avenue	Former ICRA	1
3	4819 Baca Avenue	Former ICRA	1
4	4823 Sabre Lane	Former ICRA	1
5	4642 Nora Avenue	Former ICRA	1
6	4821 Baca Avenue	Former ICRA	1
7	4842 Baca Avenue	Former ICRA	1
8	4851 Sabre Lane	Former ICRA	1
9	4817 Baca Avenue	Former ICRA	1
10	5139 Allen Drive	Former ICRA	1
11	5219 Allen Drive	Former ICRA	1
12	5151 Allen Drive	Former ICRA	1
13	5143 Allen Drive	Former ICRA	1
14	2417 Alice Rodriguez Circle	Former ICRA	1
15	2425 Alice Rodriguez Circle	Former ICRA	1
16	15854 Hidalgo Street	Former ICRA	1
17	4642 Fraijo Avenue	Former ICRA	1
18	2421 Alice Rodriguez Circle	Former ICRA	1
19	2469 Alice Rodriguez Circle	Former ICRA	1
20	2437 Alice Rodriguez Circle	Former ICRA	1
21	15850 Hidalgo Street	Former ICRA	1
22	726 Meridian Street	Former ICRA	1
23	2445 Alice Rodriguez Circle	Former ICRA	1
24	2473 Alice Rodriguez Circle	Former ICRA	1
25	2465 Alice Rodriguez Circle	Former ICRA	1
26	2477 Alice Rodriguez Circle	Former ICRA	1
27	2455 Alice Rodriguez Circle	Former ICRA	1
28	2409 Alice Rodriguez Circle	Former ICRA	1
29	2405 Alice Rodriguez Circle	Former ICRA	1
30	2413 Alice Rodriguez Circle	Former ICRA	1
31	2461 Alice Rodriguez Circle	Former ICRA	1
32	4638 Fraijo Avenue	Former ICRA	1
33	5135 Allen Drive	Former ICRA	1
34	2430 Alice Rodriguez Circle	Former ICRA	1
35	2474 Alice Rodriguez Circle	Former ICRA	1
36	2410 Alice Rodriguez Circle	Former ICRA	1
37	2402 Alice Rodriguez Circle	Former ICRA	1
38	2470 Alice Rodriguez Circle	Former ICRA	1
39	2442 Alice Rodriguez Circle	Former ICRA	1
40	4658 Fraijo Avenue	Former ICRA	1
41	2401 Alice Rodriguez Circle	Former ICRA	1
42	2434 Alice Rodriguez Circle	Former ICRA	1
43	2424 Park Rose Avenue	Former ICRA	1
44	15828 Juarez Street	Former ICRA	1
45	15830 Hidalgo Street	Former ICRA	1
46	2414 Park Rose Avenue	Former ICRA	1
47	2440 Ruelas Street	Former ICRA	1
48	4608 Nora Avenue	Former ICRA	1
49	15823 Juarez Street	Former ICRA	1
50	16133 Progress Lane	Former ICRA	1
51	2415 Ruelas Street	Former ICRA	1
52	16164 Calle de Paseo	Former ICRA	1
53	16134 Progress Lane	Former ICRA	1
54	16134 Central Street	Former ICRA	1
55	16135 Peppertree Lane	Former ICRA	1
56	16169 Progress Lane	Former ICRA	1
57	16148 Calle de Paseo	Former ICRA	1
58	16144 Calle de Paseo	Former ICRA	1
59	737 Shrode Avenue	Former ICRA	1
60	16024 Calle de Paseo	Former ICRA	1
61	4611 Nora Avenue	Former ICRA	1
62	4617 Nora Avenue	Former ICRA	1
63	5113 Allen Drive	Former ICRA	1
64	16081 Calle del Norte	Former ICRA	1
65	5105 Allen Drive	Former ICRA	1
66	4653 Nora Avenue	Former ICRA	1
67	16165 Progress Lane	Former ICRA	1
68	16145 Peppertree Lane	Former ICRA	1
69	16044 Calle de Paseo	Former ICRA	1
70	16050 Calle de Paseo	Former ICRA	1
71	4636 Fraijo Avenue	Former ICRA	1
72	16047 Peppertree Lane	Former ICRA	1
73	16124 Calle de Paseo	Former ICRA	1
74	4611 Fraijo Avenue	Former ICRA	1
75	4647 Nora Avenue	Former ICRA	1
76	4612 Fraijo Avenue	Former ICRA	1
77	4825 Calle del Sur	Former ICRA	1
78	16160 Progress Lane	Former ICRA	1
79	16129 Progress Lane	Former ICRA	1
80	4870 Sabre Lane	Former ICRA	1
81	4622 Nora Avenue	Former ICRA	1
82	5247 Morada Street	Former ICRA	1
83	16071 Calle del Norte	Former ICRA	1
84	16027 Martinez Street	Former ICRA	1
85	4635 Fraijo Avenue	Former ICRA	1
86	16147 Progress Lane	Former ICRA	1
87	4841 Calle del Sur	Former ICRA	1
88	2446 Ruelas Street	Former ICRA	1
89	4655 Fraijo Avenue	Housing Authority	1
90	2449 Alice Rodriguez Circle	Housing Authority	1
91	16161 Peppertree Lane	Housing Authority	1
92	16046 Peppertree Lane	Housing Authority	1
93	16023 Calle Breceda	Housing Authority	1
94	5130 Irwindale Avenue	Housing Authority	1
95	16021 Calle Breceda	Housing Authority	1
96	16017 Calle Breceda	Housing Authority	1
97	16019 Calle Breceda	Housing Authority	1
98	15850 Juarez St	Housing Authority	1
99	15854 Juarez St	Housing Authority	1
100	16015 Calle Breceda	Housing Authority	1
101	4811 Baca Ave	Housing Authority	1
102	4815 Baca Ave	Housing Authority	1
103	4813 Baca Ave	Housing Authority	1
104	15812 Hidalgo St	Housing Authority	1
105	15821 Hidalgo St	Housing Authority	1
106	15810 Hidalgo St	Housing Authority	1
107	4610 Nora Avenue	Housing Authority	1
108	4612 Nora Avenue	Housing Authority	1
109	4614 Nora Avenue	Housing Authority	1
110	5138 Irwindale Avenue	Housing Authority	1
111	5134 Irwindale Avenue	Housing Authority	1
112	4824 Baca Avenue	Housing Authority	1
113	4828 Baca Avenue	Housing Authority	1
114	4833 Sabre Lane	Housing Authority	1
115	4841 Sabre Lane	Housing Authority	1
116	4605 Nora Avenue	Housing Authority	1
117	700 Ambriz Street	Housing Authority	1
118	701 Ambriz Street	Housing Authority	1
119	704 Ambriz Street	Housing Authority	1
120	705 Ambriz Street	Housing Authority	1
121	708 Ambriz Street	Housing Authority	1
122	709 Ambriz Street	Housing Authority	1
123	713 Ambriz Street	Housing Authority	1
TOTAL UNITS			**123**

APPENDIX: 2023-24 IRWINDALE HOUSING SUCCESSOR INDEPENDENT AUDITORS' REPORT & BASIC FINANCIAL STATEMENTS

IRWINDALE HOUSING SUCCESSOR
IRWINDALE, CALIFORNIA

Financial Statements

For the Year Ended June 30, 2024

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IRWINDALE HOUSING SUCCESSOR
IRWINDALE, CALIFORNIA

Financial Statement

For the Year Ended June 30, 2024

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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and the governmental fund information of the City of Irwindale Housing Successor (the "Housing Successor"), a special revenue fund of the City of Irwindale, California (the "City of Irwindale"), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Housing Successor's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the governmental fund information of the Housing Successor, as of June 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1, the financial statements of the Housing Successor are intended to present the financial position and the changes in financial position of only that portion of the governmental activities and the governmental fund information of the Housing Successor that is attributable to the transactions of the Housing Successor. They do not purport to, and do not, present fairly the financial position of the City of Irwindale, as of June 30, 2024 and the changes in its financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Budgetary Comparison Schedule, as listed on the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

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To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Housing Successor's basic financial statements. The accompanying Computation of Excess/Surplus (supplementary information) is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated [DATE], on our consideration of the City's internal control over the Housing Successor's financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over the Housing Successor's financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over the Housing Successor's financial reporting and compliance.

Lance, Soll & Lunghard, LLP

Irvine, California
[DATE]

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IRWINDALE HOUSING SUCCESSOR
Statement of Net Position
June 30, 2024

	Governmental Activities
Assets:	
Cash and investments	$ 6,869,337
Receivables:	
Notes and loans	12,539,484
Accrued interest	83,206
Prepaid costs	71,899
Total Assets	**19,563,926**
Liabilities:	
Accounts payable	42,208
Total Liabilities	**42,208**
Net Position:	
Restricted for:	
Low and Moderate Housing	19,521,718
Total Net Position	**$ 19,521,718**

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See Notes to Financial Statements.

IRWINDALE HOUSING SUCCESSOR
Statement of Activities
Year Ended June 30, 2024

	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Contributions and Grants	Program Revenues: Capital Contributions and Grants	Net (Expenses) Revenues and Changes in Net Position: Governmental Activities
Functions/Programs					
Primary Government:					
Governmental Activities:					
Housing	$ 1,964,265	$ -	$ -	$ -	$ (1,964,265)
Total Governmental Activities	**$ 1,964,265**	**$ -**	**$ -**	**$ -**	**(1,964,265)**
Use of money and property					344,298
Other					2,040
Total General Revenues					**346,338**
Change in Net Position					(1,617,927)
Net Position at Beginning of Year					21,139,645
Net Position at End of Year					**$ 19,521,718**

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See Notes to Financial Statements.

IRWINDALE HOUSING SUCCESSOR
Balance Sheet
June 30, 2024

	Housing Successor Fund
Assets:	
Pooled cash and investments	$ 6,869,337
Receivables:	
Notes and loans	12,539,484
Accrued interest	83,206
Prepaid costs	71,899
Total Assets	**$ 19,563,926**
Liabilities, Deferred Inflows of Resources, and Fund Balances:	
Liabilities:	
Accounts payable	$ 42,208
Total Liabilities	**42,208**
Deferred Inflows of Resources:	
Unavailable revenues	12,539,484
Total Deferred Inflows of Resources	**12,539,484**
Fund Balances:	
Nonspendable:	
Prepaid costs	71,899
Restricted for:	
Housing activities	6,910,335
Total Fund Balances	**6,982,234**
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	**$ 19,563,926**

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See Notes to Financial Statements.

IRWINDALE HOUSING SUCCESSOR
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
June 30, 2024

Fund balances of governmental funds	$	6,982,234
Amounts reported for governmental activities in the statement of net position are different because:		
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities.		12,539,484
Net Position of Governmental Activities	**$**	**19,521,718**

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See Notes to Financial Statements.

IRWINDALE HOUSING SUCCESSOR
Statement of Revenues, Expenditures and Changes in Fund Balances
Year Ended June 30, 2024

	Housing Successor Fund
Revenues:	
Use of money and property	$ 344,298
Miscellaneous	2,040
Total Revenues	**346,338**
Expenditures:	
Current:	
Housing	428,363
Total Expenditures	**428,363**
Net Change in Fund Balances	(82,025)
Fund Balances, Beginning of Year	7,064,259
Fund Balances, End of Year	**$ 6,982,234**

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See Notes to Financial Statements.

IRWINDALE HOUSING SUCCESSOR
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
Year Ended June 30, 2024

Net change in fund balances - total governmental funds	$ (82,025)
Amounts reported for governmental activities in the statement of activities are different because:	
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities.	(1,535,902)
Change in Net Position of Governmental Activities	**$ (1,617,927)**

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See Notes to Financial Statements.

I. SIGNIFICANT ACCOUNTING POLICIES

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial Reporting Entity

The Irwindale Housing Successor Fund (Housing Successor) was established on February 1, 2012, pursuant to the California Housing Authority Law codified under the State of California Health and Safety Code, Section 34200 et seq. The restricted resources and assets from the former Irwindale Community Redevelopment Agency's low- and moderate-income housing fund was transferred to the City's Low and Moderate Housing Asset Fund, a fund within the Irwindale's Housing Authority (Housing Authority). The City Council became the governing board commissioners of the Housing Authority. The Housing Successor is part of the Irwindale Housing Authority, which was established for the development of low- and moderate-income housing in the City. The Housing Authority was formed for the purposes of construction and management of quality affordable housing within the City.

The Housing Authority is controlled by the City of Irwindale (City) and, accordingly, the accompanying financial statements are included as a component of the basic financial statements prepared by the City. A component unit is a separate governmental unit, agency or nonprofit corporation which when combined with all other component units, constitutes the reporting entity as defined in the City's basic financial statements.

The Housing Successor accounts for transactions related to affordable housing activities. Revenues include bond proceeds held by the Irwindale Successor Agency that will be transferred for use into this fund for affordable housing activities.

B. Basis of Presentation

The Housing Successor's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Housing Successor. Eliminations have been made to minimize the double counting of internal activities. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

While separate government-wide and fund financial statements are presented, they are interrelated.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

D. Assets, Liabilities and Net Position or Equity

Cash and Investments

The Housing Successor's cash, and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. For financial statement presentation purposes, cash and cash equivalents are shown as both unrestricted and restricted cash and investments.

Investments are reported at fair value, the value at which a financial instrument could be exchanged in a current transaction between willing parties, other than a forced liquidation sale. The City's policy is generally to hold investments until maturity or until market values equal or exceed cost. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

Land Held for Resale

Land purchased for resale is capitalized as inventory at acquisition costs or net realizable value, if lower. Land held for resale is offset by non-spendable fund balance, which indicates that it does not constitute "available spendable resources." Other property held for resale is capitalized as inventory and is recorded at cost.

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The Housing Successor does not carry an item that qualifies for reporting in this category.

In addition to liabilities, the statement of net position or the balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from various sources: taxes, long-term loans, and grant monies. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Equity

In the fund financial statements, government funds report the following fund balance classification:

Nonspendable include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted include amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws of regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed include amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority, the City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution. The Housing Successor did not have any committed fund balance as of June 30, 2024.

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assigned include amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed. The City Manager is authorized to assign amounts to a specific purpose, which was established by the governing body in Resolution No. 2011-32 approved on June 21, 2011. The Housing Successor did not have any assigned fund balance as of June 30, 2024.

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes.

An individual governmental fund could include nonspendable resources and amounts that are restricted or unrestricted (committed, assigned, or unassigned) or any combination of those classifications. Restricted amounts are to be considered spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available and committed, assigned, then unassigned amounts are considered to have been spent when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

NOTE 2: CASH AND CASH EQUIVALENTS

As of June 30, 2024, cash and investments were reported in the accompanying financial statements as follows:

Pooled cash and investments	$ 955,785
Investments - LAIF	5,913,552
Total cash and cash equivalents	$ 6,869,337

The Housing Successor's cash and cash equivalents is pooled with the City's cash and investments in order to generate optimum interest income. The pooled interest earned is allocated quarterly based on the month end cash balances. The City values its cash and investments in accordance with the provisions of Governmental Accounting Standards Board Statement No. 72 (GASB 72), *Fair Value Measurement and Application*, which requires governmental entities to use valuation techniques that are appropriate under the circumstances and for which sufficient data are available to measure fair value. Citywide information concerning cash and investments for the year ended June 30, 2024, including authorized investments, custodial credit risk, credit risk, interest rate risk, concentration of investments, and carrying amount and market value of deposits and investments is available in the annual financial report of the City.

NOTE 3: DEFERRED AND LOANS RECEIVABLE

The City's Former Irwindale Community Redevelopment Agency (Agency) made subsidy and rehabilitation loans that are to be forgiven when agreement covenants are met. As of June 30, 2024, the outstanding amounts for subsidy and rehabilitation loans are $11,879,996 and $653,749, respectively. Additionally, there is an outstanding amount of property tax loan receivable of $5,739. The loans receivables are reported as unavailable revenue at June 30, 2024.

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IRWINDALE HOUSING SUCCESSOR
Budgetary Comparison Schedule
Housing Successor Fund
For the Year Ended June 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 7,064,259	$ 7,064,259	$ 7,064,259	$ -
Resources (Inflows):				
Use of money and property	25,000	25,000	344,298	319,298
Miscellaneous	-	-	2,040	2,040
Amounts Available for Appropriations	**7,089,259**	**7,089,259**	**7,410,597**	**321,338**
Charges to Appropriations (Outflow):				
Housing	535,530	719,017	428,363	290,654
Total Charges to Appropriations	**535,530**	**719,017**	**428,363**	**290,654**
Budgetary Fund Balance, June 30	**$ 6,553,729**	**$ 6,370,242**	**$ 6,982,234**	**$ 611,992**

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IRWINDALE HOUSING SUCCESSOR
Computation of Low - and Moderate -Income
Housing Fund
Excess/Surplus
June 30, 2024

	Low and Moderate Housing Funds All Project Area July 1, 2023		Low and Moderate Housing Funds All Project Area July 1, 2024	
Opening Fund Balance		$ 7,064,259		$ 6,982,234
Less Unavailable Amounts:				
Encumbrances (Section 33334.12 (g)(2))	$ (2,390,564)		$ (2,321,900)	
		(2,390,564)		(2,321,900)
Available Low and Moderate Income Housing Funds		4,673,695		4,660,334
Limitation (greater of $1,000,000 or four years set-aside)				
Set-Aside for last four years:				
2023 - 2024			307,497	
2022 - 2023	170,180		170,180	
2021 - 2022	(11,782)		(11,782)	
2020 - 2021	329,463		329,463	
2019 - 2020	2,950,740		n/a	
Total	**$ 3,438,601**		**$ 795,358**	
Base Limitation	**$ 1,000,000**		**$ 1,000,000**	
Greater amount		3,438,601		1,000,000
Computed Excess/Surplus		**$ 1,235,094**		**$ 3,660,334**

Please note: In accordance with HSC34176.1(d) If a housing successor has an excess surplus, the housing successor shall encumber the excess surplus for the purposes described in paragraph (3) of subdivision (a) or transfer the funds pursuant to paragraph (2) of subdivision (c) within three fiscal years. If the housing successor fails to comply with this subdivision, the housing successor, within 90 days of the end of the third fiscal year, shall transfer any excess surplus to the Department of Housing and Community Development for expenditure pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program. For purposes of this subdivision, "excess surplus" shall mean an unencumbered amount in the account that exceeds the greater of one million dollars ($1,000,000) or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater.

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Irwindale Housing Successor (the "Housing Successor") of the City of Irwindale, California (the "City"), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Housing Successor's basic financial statements, and have issued our report thereon dated [DATE].

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over the Housing Successor's financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including the requirements of California Health and Safety Code Applicable to California Housing Successor Agencies, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lance, Soll & Lunghard, LLP

Irvine, California
[DATE]

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
AND ON INTERNAL CONTROL OVER COMPLIANCE

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Report on Compliance

Opinion

We have audited the City of Irwindale Housing Successor, California (the "Housing Successor")'s compliance with the types of compliance requirements identified as subject to audit in the California Health and Safety Code sections applicable to the California Housing Successor Agencies (the "HSC") of the City's Low Moderate Income Housing Program (the "Program").

In our opinion, the Housing Successor complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Housing Successor's compliance with the HSC for the ended June 30, 2024.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of the HSC. Our responsibilities under those standards and the HSC are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Housing Successor and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the Program. Our audit does not provide a legal determination of the Housing Successor's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Program.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Housing Successor's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the HSC will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

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Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Housing Successor's compliance with the requirements of the Program as a whole. In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the HSC, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Housing Successor's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Housing Successor's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the HSC, but not for the purpose of expressing an opinion on the effectiveness of the Housing Successor's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the Program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the Program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the Program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the HSC. Accordingly, this report is not suitable for any other purpose.

Lance, Soll & Lunghard, LLP

Irvine, California
[DATE]

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Item #38.C.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, Executive Director

Issue: AMENDED - Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2023-2024

Executive Director's Recommendation:

Receive and file the FY 2023-2024 Amended Irwindale Housing Authority Annual Report and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

Administrative Action:

Submitted / Prepared by:

Fernando Lopez, Housing Coordinator

Reviewed by:

Adrian R. Guerra, General Counsel

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

FY 2023-2024 Amended Irwindale Housing Authority Annual Report

On October 9, 2024 board meeting, the Irwindale Housing Authority ("Authority") Boardmember received a copy of the FY 2023-2024 Irwindale Housing Authority Annual Report. Per discussions with the Authority's auditors, Lance, Soll, & Lunghard, LLP, certain numbers related to the acquisition of the Las Casitas Senior Apartment Leasehold Interest and 16154-16158 Arrow Highway, Irwindale, properties that were previously recorded under FY 2023-2024 needed to be transferred over to FY 2024-2025 since the escrow actually closed on October 4, 2024, and October 11, 2024, respectively. Therefore, this report, which was originally filed with the Department of Housing and Community Development ("HCD") on October 2, 2024, is now being amended to reflect the suggested changes.

As Previously Reported:

California Health and Safety Code ("HSC") Section 34328 states that at least once each year, "an authority shall file with the clerk of the respective city or county and with the Department of Housing and Community Development a report of its activities for the preceding year." HSC Section 34328.1 states that such report ("Annual Report") be filed with the HCD on October 1 of each year.

The Authority retained the services of RSG to prepare the Authority's Annual Report for Fiscal Year 2023-2024, which was to be submitted to HCD by October 1, 2024. Additionally, a copy of the Annual Report must be filed with the City of Irwindale ("City") City Clerk. The Annual Report for the Authority (Attachment 1) covers all the activities that have occurred during FY 2023-2024, including housing unit compliance with affordability requirements, activities concerning existing debt obligations, land transactions and development.

The Annual Report must specifically document any notice of terminations issued to domestic violence victims or terminations of Section 8 vouchers held by domestic violence victims, whether the termination notices resulted in the victim vacating the premises, and any steps the Authority may have taken to assist the victim(s). The property manager for the Irwindale Las Casitas Authority-owned property reports that no notices of terminations were issued nor were Section 8 voucher victims of domestic violence terminated.

The Annual Report must include all debt obligations issued during FY 2023-2024. The Authority did not issue any bonds or enter into any finance agreements during the fiscal year. In FY 2023-2024.

All land transactions and development activities that occurred during the year must be listed, such as property purchases, rehabilitation, leases, land sales, operational changes, and establishment of special trust funds. The Authority did not purchase, rehabilitate, lease, sell, make any operational changes, or establish special trust funds in FY 2023-2024.

At least 20% of all units in housing projects assisted by the Authority must be available to lower income persons. The affordability levels of the assets overseen by the Authority are in compliance.

Fiscal Impact:

An independent audit of the Irwindale Housing Successor is conducted annually and will be presented upon completion of the Irwindale Housing Successor Financial Statement Report.

Attachments:

1. AMENDED - FY 2023-24 Irwindale Housing Authority Annual Report
2. Transmittal - IHA Annual Report
3. ORIGINAL - FY 2023-24 Irwindale Housing Authority Annual Report

ANNUAL REPORT

IRWINDALE HOUSING AUTHORITY

Fiscal Year 2023-24

Report Date: November 27, 2024

SUMMARY

This is the Annual Report for the Irwindale Housing Authority ("Authority") required by California Health and Safety Code ("HSC") Section 34328. It describes the Authority's activities during the 2023-24 fiscal year ("FY"), including housing unit compliance with affordability requirements, activities concerning existing debt obligations, as well as land transactions and development.

An annual report must be filed with the City Clerk and sent to the California Department of Housing and Community Development ("HCD") by October 1 annually.

LEGAL AUTHORITY

Housing Authorities are distinct, autonomous, legal entities that derive their powers from State statute. It is the intent of the State legislature that housing authorities function as local entities with the primary responsibility of providing housing for very low- and low-income households. The HSC, beginning with Section 34200, provides the framework for a local housing authority through a resolution of the local governing body. In the case of the City of Irwindale ("City"), the City Council of the City of Irwindale ("City Council") resolved that the Authority should exercise its powers. The resolution adopted by the local governing body must be accompanied by a finding that either of the following is true:

1) Unsanitary or unsafe housing exists in the city, or
2) There is a shortage of safe or sanitary housing available to persons of low income.

On August 27, 1987, the City Council adopted Resolution No. 87-15-1117, confirming that the two above findings were met to establish a housing authority in accordance with the California Housing Authorities Law (HSC Section 34200, *et. seq.*).

ORGANIZATION OF THE AUTHORITY

The City Council members serve as the Board of Commissioners of the Authority ("Housing Authority Board"), currently: Larry G. Burrola, Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia, and H. Manuel Ortiz. Julian A. Miranda serves as the Executive Director of the Authority.

The Authority conducts its regular meetings on the second and fourth Wednesday of each month at 6:30 p.m. at the Irwindale City Hall Council Chamber, located at 5050 North Irwindale Avenue, Irwindale, California, or at such other place that the Authority designates by resolution.

OBJECTIVES OF THE HOUSING AUTHORITY

For many Housing Authorities, the primary role is to interact with the U.S. Department of Housing and Urban Development ("HUD") on behalf of their communities. Authorities can own and operate housing developments, which alleviates the need to find prospective

owners or operators for the units created. Additionally, the Authority can acquire and assemble land for housing developments without the need to document blighting conditions.

Per the resolution creating the Authority in 1987, the Authority's objective is "to provide for suitable, safe and sanitary housing opportunities for Irwindale residents."

The housing assets administered by the Authority include those transferred from the former Irwindale Community Redevelopment Agency ("ICRA"), including beneficial interests in loans and interests under affordability covenants. The assets formerly held by the ICRA and transferred to the Authority are described in more detail in this report.

LEGISLATIVE ACTIVITY

All redevelopment agencies in the state were dissolved on February 1, 2012, as a result of Assembly Bill ("AB") x1 26. This dramatic change resulted in the complete elimination of local property tax dollars earmarked for affordable housing on an ongoing basis; no substitute funding source was or has since been provided. Thus, housing authorities have been left in a challenging position – the need for them is greater than ever, but a key funding source has been eliminated.

Under ABx1 26, the assets of a former redevelopment agency are divided into two categories. Non-housing assets were transferred to newly formed successor agencies for disposition, and housing assets were transferred to selected housing successor entities. Pursuant to Resolution No. 2012-04, on January 20, 2012, the City elected to designate the Authority as the City's housing successor as allowed by law. ABx1 26, as amended by AB 1484 and Senate Bill ("SB") 107 (together, the "Dissolution Act") indicate that the transfer includes "all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the agency, excluding any amounts in the Low and Moderate Income Housing Fund." Thus, the Successor Agency to the former ICRA ("Successor Agency") effectuated the transfer of several assets held by ICRA to the Authority, pursuant to the Dissolution Act. The asset transfers were approved by the Oversight Board to the Successor Agency ("OB") on May 16, 2013, by Resolution No. OB 2013-03-009, pursuant to HSC Sections 34177 and 34181.

The asset transfers were subject to review and approval by the California Department of Finance ("DOF"), pursuant to HSC Section 34176. As part of the review process, the Authority submitted a Housing Asset Transfer Form to the DOF on August 1, 2012. The DOF issued a letter on September 5, 2012, stating that it did not object to any of the transfers. A copy of Resolution No. OB 2013-03-009 is provided as Appendix 1. A copy of the Housing Asset Transfer Form approved by the DOF is provided as Appendix 2.

Additionally, the State legislature adopted SB 341 on October 13, 2013, to clarify the functions of successor housing entities. SB 341 and subsequent bills that clarified and

amended the language in SB 341 are codified in HSC Section 34176.1 and require successor housing entities to prepare an annual report documenting compliance with certain requirements ("Housing Successor Compliance Report" or "SB 341 Report"). Authority staff is in the process of auditing its financials and other information and will prepare its FY 2023-24 Housing Successor Compliance Report under separate cover for submission to HCD by the end of 2024. More information is contained in Appendix 3.

CONTENTS OF THE AUTHORITY'S ANNUAL REPORT

State Law establishes three main components to an annual report from a housing authority. Accordingly, this Annual Report has been developed to:

- Provide a complete report of activities during FY 2023-24, including any bond issuances, loans, or finance agreements into which the Authority entered;
- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income in projects assisted by the Authority with bonds, and document established base rents and/or maximum rental payments for lower income households; and
- Document any termination of tenancies or Housing Choice Voucher Program (formerly Section 8) vouchers of domestic violence victims as required by HSC Section 34328.1.

In addition, per HSC Section 34328.1, an Authority's filing of their annual report may include "recommendations for needed legislation to carry on properly a program of housing and community development in this state." Recommendations are included at the end of this report.

HOUSING AUTHORITY DEBT OBLIGATIONS

Pursuant to HSC Sections 34328 and 34328.1, the Authority must provide a complete report of its activities during the prior fiscal year, which includes bonds, financing agreements, and loans for multi-family rental housing projects.

Bonds

The Authority did not issue any bonds during FY 2023-24.

Financing Agreements

The Authority did not enter into any financing agreements during FY 2023-24.

Loans

The Authority did not enter into any loan agreements during FY 2023-24. Note that, when the Authority became the housing successor to the former ICRA, 111 loans issued to single-family homeowners by the former ICRA were transferred to the Authority. The 111 loans included 42 home subsidy loans and 69 home improvement loans. The loan transfers were approved by the DOF as part of the Housing Asset Transfer Form and are listed in Exhibit D of Appendix 2. As of August 1, 2012, when the Housing Asset List was submitted to the DOF, the outstanding loan balance was $13,172,034.90. Of the 111 loans, the latest repayment date is November 18, 2055. As of June 30, 2024, 17 loans have been paid off or forgiven since they were transferred in 2012, leaving 94 outstanding.

Any future financing for the acquisition, construction, rehabilitation, or development of housing through the issuance of bonds, construction loans, mortgage loans, and/or financing agreements will be documented and provided in future Annual Reports.

LAND TRANSACTIONS AND DEVELOPMENT

HSC Section 34312.3 requires the Annual Report to include a discussion of all prior year activities of the Authority related to the development or transaction of land for the purposes of increasing the supply of affordable housing for low- and moderate-income households. Specific activities consist of the development, rehabilitation, or financing of housing projects assisted by the Authority, conveyance of surplus lands to a developer, or the establishment of a special trust fund or account to fund housing activities.

IMD Enterprises, LLC "Mayans Project"

Since 2013, the Authority has been implementing the Disposition and Development Agreement ("DDA") with IMD Enterprises, LLC for the Mayans Project, an affordable housing project. The original DDA for the project was entered into by and between the Authority and IMD Enterprises on December 18, 2013, for the rehabilitation of 2 single-family homes and the construction of 16 new single-family homes. The first addendum to the DDA, dated October 14, 2015 ("First DDA Addendum"), added three single-family homes to the Mayans Project, which includes one newly constructed home and two rehabilitated homes. The second addendum to the DDA, dated April 11, 2018 ("Second DDA Addendum"), added one parcel to the project for the construction and rehabilitation of two additional homes. The third addendum to the DDA, dated July 11, 2018 ("Third DDA Addendum"), documented the approval of two change orders necessitated due to unforeseen circumstances. The fourth addendum to the DDA, dated September 12, 2018 ("Fourth DDA Addendum"), added three properties to the project for the construction of 11 new homes.

Pursuant to the DDA and the addendums, the Authority has sold several properties to IMD Enterprises, and IMD Enterprises has been rehabilitating and constructing units to be sold to extremely low- to moderate-income households. The Authority provides loans to the homebuyers with covenants restricting affordability at the properties for 45 years. As of the end of the FY 2023-24, the Mayans Project is complete, with 34 homes constructed or rehabilitated and subsequently sold to qualifying households.

Other Projects

HSC Sections 33334.16 and 34176.1(e) require housing successor agencies to initiate activities to develop affordable housing on undeveloped property transferred from the former redevelopment agency within five years from the date that the DOF approved the transfer of the housing assets. Housing successors that are out of compliance with this requirement must sell the undeveloped properties and deposit the sales proceeds in the housing successor's Low and Moderate Income Housing Asset Fund ("LMIHAF") to fund other affordable housing activities. The HSC allows for one five-year extension of the original five-year deadline.

In the Authority's case, the original five-year deadline was September 5, 2017. As of that date, the Authority owned three undeveloped properties that were transferred from the former redevelopment agency, all of which were proposed to be sold to Panattoni Development Company, Inc. ("Panattoni"). In August 2013, the Authority entered into a DDA with Panattoni (which was amended in June 2015 and again in May 2018) with the intent of selling the three Authority-owned properties (16203, 16223, and 16233 Arrow Highway) to Panattoni. Because the Arrow Highway properties were subject to a DDA between the Authority and Panattoni as of September 5, 2017, the Authority was in compliance with the five-year deadline. Nonetheless, out of an abundance of caution, the Housing Authority Board adopted a resolution in December 2017 that extended the deadline for five years to September 5,

2022. The Authority completed the sale of the Arrow Highway properties to Panattoni on April 3, 2020 for $4,150,000. The sales proceeds were designated for affordable housing. Thus, the Authority complied with the property disposition deadline.

In FY 2023-24, the Authority started the process of purchasing two assets. The first asset is the leasehold interest in the Las Casitas Senior Apartments ("Las Casitas") located at 5164 Ayon Avenue. The property includes 25 affordable units affordable to extremely low-, very low-, low-, and moderate-income senior households and 1 manager unit. The 32,760-square-foot property features landscaping, one elevator, and a clubhouse that includes a TV room, dining table, kitchen, laundry room, and an outdoor covered patio area with a barbecue. The Authority owns the land and entered into a Lease Agreement in May 1995 with the Northridge Group to develop and operate Las Casitas. The Housing Authority is now in the process of acquiring the leasehold interest in Las Casitas from the Northridge Group. The Housing Authority intends to rehabilitate the property after purchase. The Authority's FY 2023-24 expenses related to the purchase include a down payment of $10,000, appraisal fees totaling $5,900, and property inspection fees totaling $3,900.

Additionally, the Authority started the process of purchasing a commercial property located at 16154-16158 Arrow Highway. The property was previously utilized as a construction contractor yard business for many years. The property is currently vacant with a deteriorated structure and miscellaneous discarded items from the prior business. Due to its location on a major thoroughfare and its close proximity to the City's Civic Center, the property could be better utilized for the development of affordable housing. City staff received authorization from the Housing Authority Board to begin negotiations and execute a Purchase and Sale Agreement for the acquisition of the property. The Authority's FY 2023-24 expenses related to the purchase include a down payment of $50,000 and $2,100 for a Phase I environmental assessment.

The Authority did not sell any property in FY 2023-24. Any future developments or land transactions will be documented and reported in subsequent Annual Reports.

HOUSING UNIT COMPLIANCE

As set forth by HSC Sections 34328 and 34328.1, housing authorities are required to:

- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income persons in projects assisted by the Authority, and established base rents and/or maximum rental payments for lower income households; and

- Document any termination of tenancies or Housing Choice Vouchers of victims of domestic violence as required by HSC Section 34328.1.

The following subsections provide a summary of the Authority's progress toward the requirements listed above.

Housing Affordability Requirement

Assets transferred from the ICRA to the Authority are subject to both California Community Redevelopment Law ("CRL"), codified in HSC Section 33000 *et. seq.*, and Housing Authorities Law ("HAL"), codified in HSC Section 34200 *et. seq*. The CRL and HAL have different requirements relating to housing production, expenditure limitations, adjustments for family size, affordability restriction durations, and other regulatory requirements.

Pursuant to the CRL, at least 15% of all newly constructed or substantially rehabilitated units must be affordable to very low- to moderate-income households (HSC Section 33413). Pursuant to the HAL, at least 20% of the units in housing projects assisted by the Authority, or 15% in targeted areas, must be affordable to persons of low income (HSC Section 34312.3(c)). If housing projects are financed by bonds issued by the Authority, at least 10% of the units must be available to persons of very low income.

As summarized in Table 1, the affordability levels of the 25 Las Casitas units (pursuant to the related DDA) and the 123 active restrictive covenants comply with both the CRL and the HAL. Although the HAL discourages housing authorities from assisting moderate-income households, Authority properties with moderate-income units fulfill the requirements of the CRL. Any future development will satisfy both CRL and HAL requirements as necessary.

Affordability Levels **Table 1**
Irwindale Housing Authority

Asset	Units by Income Level									
	Extremely Low		Very Low		Low		Moderate		Total	
	#	%	#	%	#	%	#	%	#	%
Las Casitas Senior Apartment Complex	9	36%	6	24%	5	20%	5	20%	25	100%
Restrictive Covenants	4	3%	32	26%	46	37%	41	33%	123	100%
Total	13	9%	38	26%	51	34%	46	31%	148	100%

Total Moderate Income or Below	*100%*
Total Low Income or Below	*69%*
Total Very Low Income or Below	*34%*

The Authority assumed one multi-family property assisted by the former ICRA, the Las Casitas Senior Apartment Complex. As stated above in the "Land Transactions and Development" section, the property is located at 5164 Ayon Avenue and includes 25 affordable units and 1 manager unit. In addition, the Authority assumed 104 restrictive covenants on single-family homes from the former ICRA. The covenants are listed in Exhibit

A of Appendix 2. Since the covenants were transferred in 2012, 16 have expired, resulting in 88 remaining.

Since FY 2015-16, the Authority has established 35 new covenants. Of the 35 covenants, 34 are related to loans issued to buyers of Mayans Project units. The Authority established 3 covenants in FY 2015-16, 1 covenant in FY 2016-17, 14 covenants in FY 2017-18, 3 covenants in FY 2018-19, 6 covenants in FY 2019-20, 1 covenant in FY 2020-21, and 7 in FY 2021-22. The Authority did not establish any new covenants in FY 2022-23 or 2023-24.

Base & Maximum Rents

HSC Section 34312 states that a housing authority may "prepare, carry out, acquire, lease, and operate housing projects for persons of low income." As part of this authority, HSC Section 34312.3 establishes a set of guidelines to determine base and maximum rents that can be charged for units reserved for lower income households. According to HSC Section 34312.3, rental payments for very low- and low-income households shall not exceed the amounts established by HCD. Appendix 4 details the maximum rental payments that the Authority can charge for lower income households.

Table 2 below shows the rents charged at Las Casitas, the sole affordable housing rental project overseen by the Authority.

Rental Rates **Table 2**

Irwindale Housing Authority

Property	Income Level of Household	Unit Size	# of Units[1]	Co. Max. Rent [2]	Tenant-Paid Rent Range [3]
Las Casitas	Extremely Low	1-bed	18	$589	$221-$546
	Very Low	1-bed	3	$982	$569-$785
	Low	1-bed	1	$2,220	$1,093
	Moderate	1-bed	0	$2,358	N/A

[1] *The units described above exclude one on-site manager unit, two vacant units, and one market-rate unit.*

[2] *County-wide maximum allowable rent before deducting the utility allowance pursuant to HSC Section 50053.*

[3] *Aggregated by rental range to protect privacy. Monthly rent includes the utility allowance and does not include Authority subsidies. The data in the above table is current as of December 2023 (certified in June 2024).*

Termination of Domestic Violence Tenancies and Housing Choice Vouchers

State law requires that a housing authority annually disclose data related to domestic violence incidents in units owned or operated by the housing authority. Specifically, the data must include:

- Data on termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence in housing authority units; and

- Summary of steps taken by the housing authority to address any termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence.

In FY 2023-24, the Authority did not terminate any tenants who are victims of domestic violence. The Housing Authority does not currently administer Housing Choice Vouchers, so the requirements regarding Housing Choice Vouchers are not applicable.

FINANCIAL STATEMENT/BUDGET

Table 3 presents a summary of the Authority's FY 2023-24 projected versus actual revenues and expenditures by category. Actual revenues were $321,340 more than expected, and expenditures were $292,657 less than budgeted.

Statement of Revenue & Expenditures[1] **Table 3**

	Projected 2023-24	Actual 2023-24
REVENUE		
Interest Income	$ 25,000.00	$ 278,329.92
Investmt Unrealized Loss / (Gain)	-	65,021.96
Loan Repayments	-	947.77
Other & Miscellaneous Income	-	2,040.00
Total Revenues	**$ 25,000.00**	**$ 346,339.65**
EXPENSES		
Contract Services:		
Agency/Authority Meeting Stipend Reimbursement	$ 7,330.00	$ 5,326.14
Mileage Reimbursement	100.00	-
Memberships & Subscriptions	10,650.00	10,647.47
Public Notices	1,000.00	305.19
Housing/Rental Subsidy	76,500.00	51,707.34
Operating Supplies	1,600.00	1,052.66
Postage	1,500.00	14.49
Fuel	600.00	-
Contractual Svcs-Single Fam Hg	111,613.50	45,194.02
Legal Services	250,000.00	68,093.50
Audit Services	10,753.00	5,373.00
Admin/Personnel Reimbursement	244,700.00	236,398.74
Property Taxes/Parcel Levy	10,000.00	9,576.74
Total Expenses	**$ 726,346.50**	**$ 433,689.29**

[1] Adjustments may be made as year-end accounting is finalized.

Source: City of Irwindale Finance Department

LEGISLATIVE RECOMMENDATION

As discussed earlier in this report, the Legislature abolished all redevelopment agencies in the state, effective February 1, 2012. The elimination of redevelopment agencies in the manner prescribed by the Legislature means that there is no longer a regular source of local property tax dollars earmarked for affordable housing on an ongoing basis; in addition, no substitute funding source has been provided. It is recommended that the Legislature immediately relieve cities from requirements associated with the production of affordable housing given the expression of legislative priorities that has removed funding for affordable housing from local government.

Additionally, it is recommended that the Legislature provide a regular funding source for the monitoring, implementation and administration of affordable housing at the city level. Historically, the implementation of affordable housing as well as monitoring is a labor-intensive matter; simply put, such operations do not pay for themselves. In addition to removing housing set-aside dollars from the equation, the elimination of redevelopment agencies obviously has had severe impacts upon cities, which impacts promise to be felt for decades. Accordingly, the Legislature should refrain from adding requirements for additional reporting where this would amount to an unfunded mandate.

If the Legislature intends that cities maintain existing affordable housing resources, we recommend that the Legislature enact a measure which would treat ongoing administration and maintenance of existing affordable housing units and additional affordable housing units as an enforceable obligation for purposes of ABx1 26 and AB 1484.

APPENDIX 1: OVERSIGHT BOARD RESOLUTION NO. 2013-03-009

The Oversight Board to the Successor Agency approved Resolution No. OB 2013-03-009 on May 16, 2013, which effectuated the transfer of several assets from the former ICRA to the Authority, pursuant to HSC Sections 34177 and 34181. The resolution is attached on the following pages.

OVERSIGHT BOARD RESOLUTION NO. OB 2013-03-009

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE HOUSING ASSET TRANSFER LIST PREPARED AND SUBMITTED TO, AND APPROVED BY, THE CALIFORNIA DEPARTMENT OF FINANCE PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176(a)(2), INCLUDING THE TRANSFER OF INDIVIDUAL HOUSING ASSETS CONTAINED THEREIN BY THE SUCCESSOR AGENCY TO THE IRWINDALE HOUSING AUTHORITY"

WHEREAS, pursuant to Assembly Bill 26 of the First Extraordinary Session of the 2011-2012 Legislative Session ("ABX1 26") (Chapter 5, Statutes of 2011), the Irwindale Community Redevelopment Agency was effectively dissolved as of February 1, 2012; and

WHEREAS, pursuant to ABX1 26, the City Council of the City of Irwindale adopted Resolution No. 2012-09-2548 electing not to retain the housing functions and assets of the former Irwindale Community Redevelopment Agency ("ICRA") and instead selecting the Irwindale Housing Authority ("Housing Authority") to perform the housing functions of the ICRA, and transferring all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the ICRA to the Housing Authority; and

WHEREAS, pursuant to ABX1 26, an oversight board must be formed for each jurisdiction where a redevelopment agency previously existed to oversee the dissolution activities managed and administered by the Successor Agency to the ICRA ("Successor Agency"); and

WHEREAS, on June 21, 2012, the Oversight Board to the Successor Agency ("Oversight Board") received and filed a report from the Successor Agency on the transfer of housing assets by the Successor Agency to the Housing Authority, including specified real property assets; and

WHEREAS, Assembly Bill 1484 ("AB 1484") (Chapter 26, Statutes of 2012) was enacted on June 27, 2012 and made substantial changes to the redevelopment wind-down process under ABX1 26; and

WHEREAS, AB 1484 amended Section 34176 of the California Health and Safety Code ("HSC") and HSC Section 34176(a)(2) established new definitions for what qualifies as a "housing asset" and required the Successor Agency to submit to the California Department of Finance ("DOF") a housing asset transfer list ("HAT") by August 1, 2012 listing all housing assets that contains an explanation of how the assets meet the criteria specified in subdivision (e)," including "assets transferred between February 1, 2012, and the date upon which the list is created" (Exhibit "A"); and

WHEREAS, after a comprehensive review of the HAT, DOF issued a letter on September 5, 2012 approving the HAT and the individually listed housing without exception (Exhibit "B"); and

WHEREAS, while ABX1 26 and AB 1484 did not expressly require the HAT to be approved by the Oversight Board, out of an abundance of caution related to potential issues with title, the Oversight Board desires to establish a clear record of approval of the HAT.

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. **Approval of Housing Asset Transfer List and Transfer of Individual Housing Assets.** The Oversight Board hereby approves the Housing Asset Transfer list attached hereto as Exhibit "A" and the transfer of the individual housing assets contained therein by the Successor Agency to the Low and Moderate Income Housing Asset Fund of the Housing Authority.

PASSED AND ADOPTED at a special meeting of the Oversight Board of the Successor Agency to the Irwindale Community Redevelopment Agency, on the 16th day of May, 2013, by the following vote:

AYES:	Boardmembers:	Frick, Hsi, Martinez, Vice Chair Diaz
NOES:	Boardmembers:	None
ABSTAIN:	Boardmembers:	Corpis
ABSENT:	Boardmembers:	Chair Scroggins

Camille Diaz, Vice-Chair

ATTEST:

Laura Nieto, Secretary

APPENDIX 2: HOUSING ASSET LIST

The Housing Asset List, attached on the following pages, shows assets transferred from the former ICRA to the Authority. All transfers were approved by the DOF on September 5, 2012, pursuant to HSC Section 34176.

DEPARTMENT OF FINANCE
HOUSING ASSETS LIST
ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484
(Health and Safety Code Section 34176)

Former Redevelopment Agency:	Irwindale Community Redevelopment Agency
Successor Agency to the Former Redevelopment Agency:	City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency
Entity Assuming the Housing Functions of the former Redevelopment Agency:	Irwindale Housing Authority

Entity Assuming the Housing Functions Contact Name:	Theresa Olivares	Title	Housing Coordinator	Phone	(626) 430-2294	E-Mail Address	theresao@ci.irwindale.ca.us
Entity Assuming the Housing Functions Contact Name:	Eva Contreras	Title	Finance Manager	Phone	(626) 430-2221	E-Mail Address	econtreras@ci.irwindale.ca.us

All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list.
The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

Exhibit A - Real Property	X
Exhibit B - Personal Property	
Exhibit C - Low-Mod Encumbrances	X
Exhibit D - Loans/Grants Receivables	X
Exhibit E - Rents/Operations	
Exhibit F - Rents	
Exhibit G - Deferrals	X

Prepared By:	**Eva Contreras**
Date Prepared:	**8/1/2012**

Exhibit A - Real Property

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1	Land held for development of Low-Mod Housing	Olive Pit (APN 8415-001-906)	3,619,547.00	8,319,959	n/a	No	No	2/1/2012	3,619,547.00	N/A	N/A	08/19/2004	Own & purchased with L/Mod
2	Land held for development of Low-Mod Housing	15848 Juarez Street (APN 8417-028-907)	269,227.48	9,718	9,718	No	No	2/1/2012	269,227.48	N/A	N/A	09/03/2009	Own & purchased with L/Mod
3	Land held for development of Low-Mod Housing	16046 Peppertree Lane (APN 8417-033-955)	325,494.00	6,656	6,656	No	No	2/1/2012	325,494.00	N/A	N/A	07/23/2010	Own & purchased with L/Mod
4	Land held for development of Low-Mod Housing	4618 Nora Avenue (8417-002-007)	310,000.00	20,400	20,400	No	No	2/1/2012	310,000.00	N/A	N/A	01/27/2012	Own & purchased with L/Mod
5	Land held for development of Low-Mod Housing	16203-16233 Arrow Highway (APNs 8619-010-907, 8619-012-905, 8619-012-909)	9,270,000.00	272,564	n/a	No	No	2/1/2012	9,270,000.00	N/A	N/A	01/09/2008	Own & purchased with L/Mod
6	Restrictive Covenant	15844 Hidalgo Street	Unknown	9,183	9,183	Yes	CRL	2/1/2012	50,000.00	N/A	N/A	08/08/2003	Option to Purchase
7	Restrictive Covenant	16058 Central Street	Unknown	5,000 - 9,000	5000 - 9,000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	12/23/2005	Option to Purchase
8	Restrictive Covenant	4820 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	358,600.00	N/A	N/A	12/23/2005	Option to Purchase
9	Restrictive Covenant	4819 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	12/23/2005	Option to Purchase
10	Restrictive Covenant	4823 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	310,600.00	N/A	N/A	12/28/2005	Option to Purchase
11	Restrictive Covenant	4642 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	327,250.00	N/A	N/A	12/28/2005	Option to Purchase
12	Restrictive Covenant	4821 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,842.82	N/A	N/A	12/23/2005	Option to Purchase
13	Restrictive Covenant	4842 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	358,600.00	N/A	N/A	11/18/2010	Option to Purchase
14	Restrictive Covenant	4851 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	310,600.00	N/A	N/A	1/3/2006	Option to Purchase
15	Restrictive Covenant	4817 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	1/3/2006	Option to Purchase
16	Restrictive Covenant	5139 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/22/2006	Option to Purchase
17	Restrictive Covenant	5219 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/22/2006	Option to Purchase
18	Restrictive Covenant	5151 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/26/2006	Option to Purchase
19	Restrictive Covenant	5143 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/29/2006	Option to Purchase
20	Restrictive Covenant	2417 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/3/2007	Option to Purchase
21	Restrictive Covenant	2425 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/29/2006	Option to Purchase
22	Restrictive Covenant	15854 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/29/2006	Option to Purchase
23	Restrictive Covenant	4642 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	12/29/2006	Option to Purchase

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
24	Restrictive Covenant	2421 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/3/2007	Option to Purchase
25	Restrictive Covenant	2469 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
26	Restrictive Covenant	2437 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/9/2007	Option to Purchase
27	Restrictive Covenant	15850 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/9/2007	Option to Purchase
28	Restrictive Covenant	726 Meridian Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/2/2007	Option to Purchase
29	Restrictive Covenant	2445 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
30	Restrictive Covenant	2473 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/5/2007	Option to Purchase
31	Restrictive Covenant	2465 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/2/2007	Option to Purchase
32	Restrictive Covenant	2477 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/4/2007	Option to Purchase
33	Restrictive Covenant	2455 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/5/2007	Option to Purchase
34	Restrictive Covenant	2409 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
35	Restrictive Covenant	2405 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	1/9/2007	Option to Purchase
36	Restrictive Covenant	2413 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/3/2007	Option to Purchase
37	Restrictive Covenant	2461 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/5/2007	Option to Purchase
38	Restrictive Covenant	4638 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/2/2007	Option to Purchase
39	Restrictive Covenant	5135 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/5/2007	Option to Purchase
40	Restrictive Covenant	2430 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/24/2007	Option to Purchase
41	Restrictive Covenant	2474 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/31/2007	Option to Purchase
42	Restrictive Covenant	2410 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/26/2007	Option to Purchase
43	Restrictive Covenant	2402 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	2/5/2007	Option to Purchase
44	Restrictive Covenant	2470 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/31/2007	Option to Purchase
45	Restrictive Covenant	2442 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/31/2007	Option to Purchase
46	Restrictive Covenant	4658 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	2/6/2007	Option to Purchase
47	Restrictive Covenant	2401 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	2/26/2007	Option to Purchase

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
48	Restrictive Covenant	2434 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	2/28/2007	Option to Purchase
49	Restrictive Covenant	2424 Park Rose Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,628.00	N/A	N/A	9/22/2003	Option to Purchase
50	Restrictive Covenant	15828 Juarez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,999.50	N/A	N/A	4/14/2004	Option to Purchase
51	Restrictive Covenant	2125 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,571.90	N/A	N/A	2/5/2004	Option to Purchase
52	Restrictive Covenant	15830 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	6/30/2004	Option to Purchase
53	Restrictive Covenant	16075 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	50,000.00	N/A	N/A	4/16/2004	Option to Purchase
54	Restrictive Covenant	2141 Park Rose Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	98,288.95	N/A	N/A	4/16/2004	Option to Purchase
55	Restrictive Covenant	2440 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,725.95	N/A	N/A	4/16/2004	Option to Purchase
56	Restrictive Covenant	4608 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,941.90	N/A	N/A	5/14/2004	Option to Purchase
57	Restrictive Covenant	15823 Juarez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,435.95	N/A	N/A	6/30/2004	Option to Purchase
58	Restrictive Covenant	16133 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,619.95	N/A	N/A	6/30/2004	Option to Purchase
59	Restrictive Covenant	2415 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,965.95	N/A	N/A	9/30/2004	Option to Purchase
60	Restrictive Covenant	16164 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,995.90	N/A	N/A	10/4/2004	Option to Purchase
61	Restrictive Covenant	16134 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,876.90	N/A	N/A	9/30/2004	Option to Purchase
62	Restrictive Covenant	16134 Central Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,295.95	N/A	N/A	11/24/2004	Option to Purchase
63	Restrictive Covenant	16135 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,976.90	N/A	N/A	9/30/2004	Option to Purchase
64	Restrictive Covenant	16169 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,816.90	N/A	N/A	10/4/2004	Option to Purchase
65	Restrictive Covenant	16148 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,999.95	N/A	N/A	9/30/2004	Option to Purchase
66	Restrictive Covenant	2439 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,996.90	N/A	N/A	12/14/2004	Option to Purchase
67	Restrictive Covenant	16144 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,970.95	N/A	N/A	4/29/2005	Option to Purchase
68	Restrictive Covenant	737 Shrode Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,995.90	N/A	N/A	12/14/2004	Option to Purchase
69	Restrictive Covenant	16024 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	4/29/2005	Option to Purchase
70	Restrictive Covenant	2401 Ruela Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,990.95	N/A	N/A	12/14/2004	Option to Purchase
71	Restrictive Covenant	4611 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,634.95	N/A	N/A	12/23/2004	Option to Purchase

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
72	Restrictive Covenant	4617 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,661.90	N/A	N/A	12/14/2004	Option to Purchase
73	Restrictive Covenant	5113 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,011.90	N/A	N/A	12/14/2004	Option to Purchase
74	Restrictive Covenant	2412 Citrus View	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,956.90	N/A	N/A	9/20/2006	Option to Purchase
75	Restrictive Covenant	16081 Calle del Norte	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	9/20/2005	Option to Purchase
76	Restrictive Covenant	5105 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,904.90	N/A	N/A	8/16/2006	Option to Purchase
77	Restrictive Covenant	4653 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,754.90	N/A	N/A	9/12/2006	Option to Purchase
78	Restrictive Covenant	16165 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,801.90	N/A	N/A	5/3/2005	Option to Purchase
79	Restrictive Covenant	16145 Pepertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,502.23	N/A	N/A	9/16/2004	Option to Purchase
80	Restrictive Covenant	16044 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	7/10/2006	Option to Purchase
81	Restrictive Covenant	16051 Olive Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,176.90	N/A	N/A	7/10/2006	Option to Purchase
82	Restrictive Covenant	16050 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	101,587.95	N/A	N/A	7/10/06	Option to Purchase
83	Restrictive Covenant	4636 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	12/1/2004	Option to Purchase
84	Restrictive Covenant	16047 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,867.95	N/A	N/A	1/11/2005	Option to Purchase
85	Restrictive Covenant	16140 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	4/12/2005	Option to Purchase
86	Restrictive Covenant	16124 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,668.95	N/A	N/A	5/1/2007	Option to Purchase
87	Restrictive Covenant	16161 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,955.90	N/A	N/A	11/8/2006	Option to Purchase
88	Restrictive Covenant	16039 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,913.40	N/A	N/A	10/6/2006	Option to Purchase
89	Restrictive Covenant	4611 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	117,656.52	N/A	N/A	10/5/2006	Option to Purchase
90	Restrictive Covenant	4647 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	128,346.90	N/A	N/A	7/10/2006	Option to Purchase
91	Restrictive Covenant	16055 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,524.90	N/A	N/A	3/30/2005	Option to Purchase
92	Restrictive Covenant	4612 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	129,255.95	N/A	N/A	8/11/2005	Option to Purchase
93	Restrictive Covenant	4825 Calle del Sur	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	7/6/2006	Option to Purchase
94	Restrictive Covenant	16160 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	129,018.46	N/A	N/A	1/8/2007	Option to Purchase
95	Restrictive Covenant	16129 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	5/1/2007	Option to Purchase

item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
96	Restrictive Covenant	4870 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	4/26/2007	Option to Purchase
97	Restrictive Covenant	16066 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	57,698.95	N/A	N/A	4/26/2007	Option to Purchase
98	Restrictive Covenant	16109 Central Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	5/1/2007	Option to Purchase
99	Restrictive Covenant	4622 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,990.95	N/A	N/A	7/31/2007	Option to Purchase
100	Restrictive Covenant	5247 Morada Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	10/30/2006	Option to Purchase
101	Restrictive Covenant	4816 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,833.50	N/A	N/A	11/28/2006	Option to Purchase
102	Restrictive Covenant	16071 Calle del Norte	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	127,466.95	N/A	N/A	9/7/2006	Option to Purchase
103	Restrictive Covenant	16027 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,941.95	N/A	N/A	7/12/2006	Option to Purchase
104	Restrictive Covenant	4635 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,343.95	N/A	N/A	4/3/2007	Option to Purchase
105	Restrictive Covenant	16147 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	9/13/2007	Option to Purchase
106	Restrictive Covenant	4841 Calle del Sur	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,910.00	N/A	N/A	12/18/2007	Option to Purchase
107	Restrictive Covenant	16038 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	7/9/2009	Option to Purchase
108	Restrictive Covenant	16128 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	52,903.19	N/A	N/A	8/9/2009	Option to Purchase
109	Restrictive Covenant	2446 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	11/3/2009	Option to Purchase

a/ Asset types may include low-mod housing, mixed-income housing, low-mod housing with commercial space, mi

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirement

Exhibit B - Personal Property

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Description	Carrying Value of Asset	Date of transfer to Housing Successor Agency	Acquisition cost funded with Low-Mod Housing Fund monies	Acquisition costs funded with other RDA funds	Acquisition costs funded with non-RDA funds	Date of acquisition by the former RDA
1								
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a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

Exhibit C - Low-Mod Encumbrances

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of housing built or acquired with enforceably obligated funds a/	Date contract for Enforceable Obligation was executed	Contractual counterparty	Total amount currently owed for the Enforceable Obligation	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Current owner of the property	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition of the property
1	Senior Low/Mod Rental Apartments	3/23/2011	The Northridge Group Inc.	1,334,000	Yes	California Redevelopment Law	Irwindale Housing Authority	$1,987,000	N/A	N/A	11/14/2011
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a/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit D - Loans/Grants Receivables

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
1	Loan	168,600.00	12/23/2005	For personal information about loan recipients, contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	118,020.00
2	Loan	358,600.00	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory	12/23/2050	(b)	3.00%	251,020.00
3	Loan	168,600.00	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	118,020.00
4	Loan	310,600.00	12/28/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/28/2050	(b)	3.00%	217,420.00
5	Loan	327,250.00	12/28/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/28/2050	(b)	3.00%	229,075.00
6	Loan	313,842.82	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	222,409.38
7	Loan	358,600.00	11/18/2010	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	11/18/2055	(b)	3.00%	251,020.00
8	Loan	310,600.00	1/3/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2051	(b)	3.00%	217,420.00
9	Loan	168,600.00	1/3/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2051	(b)	3.00%	118,020.00
10	Loan	169,000.00	12/22/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/22/2051	(b)	3.00%	126,750.00
11	Loan	169,000.00	12/22/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/22/2051	(b)	3.00%	126,750.00
12	Loan	313,000.00	12/26/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/26/2051	(b)	3.00%	234,750.00
13	Loan	169,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	126,750.00
14	Loan	313,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	234,750.00
15	Loan	313,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	234,750.00
16	Loan	313,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	234,750.00

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
17	Loan	291,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	218,250.00
18	Loan	363,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	272,250.00
19	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
20	Loan	363,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	272,250.00
21	Loan	313,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	234,750.00
22	Loan	363,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	272,250.00
23	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
24	Loan	363,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	272,250.00
25	Loan	157,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	117,750.00
26	Loan	291,000.00	1/4/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/4/2052	(b)	3.00%	218,250.00
27	Loan	363,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	272,250.00
28	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
29	Loan	169,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	126,750.00
30	Loan	337,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	252,750.00
31	Loan	313,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	234,750.00
32	Loan	291,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	218,250.00
33	Loan	313,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	234,750.00

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
34	Loan	157,000.00	1/24/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/24/2052	(b)	3.00%	117,750.00
35	Loan	313,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	234,750.00
36	Loan	337,000.00	1/26/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/26/2052	(b)	3.00%	252,750.00
37	Loan	291,000.00	2/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/5/2052	(b)	3.00%	218,250.00
38	Loan	157,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	117,750.00
39	Loan	337,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	252,750.00
40	Loan	337,000.00	2/6/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/6/2052	(b)	3.00%	269,600.00
41	Loan	291,000.00	2/26/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/26/2052	(b)	3.00%	232,800.00
42	Loan	313,000.00	2/28/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/28/2052	(b)	3.00%	250,400.00
43	Loan	25,000.00	5/31/1995	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,000.00
44	Loan	25,000.00	9/21/1995	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,000.00
45	Loan	25,960.00	2/12/1997	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,960.00
46	Loan	7,576.00	2/13/1997	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	7,576.00
47	Loan	4,440.00	6/11/1998	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	4,440.00
48	Loan	15,990.00	6/22/1998	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	15,990.00
49	Loan	42,545.00	7/13/1999	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	42,545.00
50	Loan	99,628.00	9/22/2003	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/22/2048	(b)	3.00%	64,758.20

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51	Loan	99,999.50	4/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/14/2049	(b)	3.00%	59,999.70
52	Loan	49,571.90	2/5/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	2/5/2014	(b)	2.00%	9,914.38
53	Loan	35,000.00	4/11/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/11/2014	(b)	6.00%	10,000.00
54	Loan	100,000.00	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	60,000.00
55	Loan	50,000.00	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2014	(b)	2.00%	10,000.00
56	Loan	98,288.95	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2049	(b)	3.00%	58,973.37
57	Loan	99,725.95	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2049	(b)	3.00%	59,835.57
58	Loan	99,941.90	5/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/14/2049	(b)	3.00%	64,962.24
59	Loan	99,435.95	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	64,633.37
60	Loan	99,619.95	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	64,752.97
61	Loan	99,965.95	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,977.87
62	Loan	99,995.90	10/4/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/4/2049	(b)	3.00%	64,997.34
63	Loan	99,876.90	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,919.99
64	Loan	99,295.95	11/24/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/24/2049	(b)	3.00%	64,542.37
65	Loan	99,976.90	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,984.99
66	Loan	99,816.90	10/4/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/4/2049	(b)	3.00%	64,880.99
67	Loan	99,999.95	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,999.97

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68	Loan	49,996.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2014	(b)	2.00%	17,498.92
69	Loan	99,970.95	4/29/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/29/2050	(b)	3.00%	64,981.12
70	Loan	99,995.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,997.34
71	Loan	100,000.00	4/29/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/29/2050	(b)	3.00%	65,000.00
72	Loan	49,990.95	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2014	(b)	2.00%	17,496.83
73	Loan	99,634.95	12/23/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/23/2049	(b)	3.00%	64,762.72
74	Loan	99,661.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,780.24
75	Loan	99,011.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,357.74
76	Loan	49,956.90	9/20/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/20/2016	(b)	2.00%	17,484.92
77	Loan	100,000.00	9/20/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/20/2050	(b)	3.00%	70,000.00
78	Loan	99,904.90	8/16/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/16/2051	(b)	3.00%	69,933.43
79	Loan	99,754.90	9/12/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/12/2051	(b)	3.00%	74,816.18
80	Loan	99,801.90	5/3/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/3/2050	(b)	3.00%	74,851.43
81	Loan	100,502.23	9/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/16/2049	(b)	3.00%	75,376.67
82	Loan	135,000.00	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	101,250.00
83	Loan	59,176.90	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2016	(b)	2.00%	29,588.45
84	Loan	101,587.95	7/10/06	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	76,190.96

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85	Loan	100,000.00	12/1/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/1/2049	(b)	3.00%	70,000.00
86	Loan	99,867.95	1/11/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	1/11/2050	(b)	3.00%	74,900.96
87	Loan	60,000.00	4/12/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/12/2015	(b)	2.00%	30,000.00
88	Loan	134,668.95	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2052	(b)	3.00%	101,001.71
89	Loan	99,955.90	11/8/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/8/2051	(b)	3.00%	74,966.93
90	Loan	59,913.40	10/6/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/6/2016	(b)	2.00%	29,956.70
91	Loan	117,656.52	10/5/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/5/2051	(b)	3.00%	88,242.39
92	Loan	128,346.90	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	96,260.18
93	Loan	59,524.90	3/30/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	3/30/2015	(b)	2.00%	35,714.94
94	Loan	129,255.95	8/11/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/11/2050	(b)	3.00%	96,941.96
95	Loan	135,000.00	7/6/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/6/2051	(b)	3.00%	101,250.00
96	Loan	129,018.46	1/8/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	1/8/2052	(b)	3.00%	96,763.85
97	Loan	135,000.00	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2052	(b)	3.00%	101,250.00
98	Loan	135,000.00	4/26/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/26/2052	(b)	3.00%	101,250.00
99	Loan	57,698.95	4/26/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/26/2017	(b)	2.00%	43,274.21
100	Loan	60,000.00	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2017	(b)	2.00%	30,000.00
101	Loan	134,990.95	7/31/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/31/2052	(b)	3.00%	101,243.21

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102	Loan	135,000.00	10/30/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/30/2051	(b)	3.00%	101,250.00
103	Loan	59,833.50	11/28/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/28/2051	(b)	2.00%	29,916.75
104	Loan	127,466.95	9/7/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/7/2051	(b)	3.00%	101,973.56
105	Loan	134,941.95	7/12/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/12/2051	(b)	3.00%	107,953.56
106	Loan	134,343.95	4/3/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/3/2052	(b)	3.00%	114,192.36
107	Loan	135,000.00	9/13/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/13/2052	(b)	3.00%	108,000.00
108	Loan	134,910.00	12/18/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/18/2052	(b)	3.00%	114,673.50
109	Loan	60,000.00	7/9/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/9/2019	(b)	2.00%	48,000.00
110	Loan	52,903.19	8/9/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/9/2019	(b)	2.00%	42,322.55
111	Loan	135,000.00	11/3/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/3/2054	(b)	3.00%	108,000.00

Footnotes:

(a) At the conclusion of the 10 year time period from the date the loan was issued, the accrued interest is deemed paid in full by the owner/borrower and the indebtedness secured by the Note is the principal amount only.

(b) Note Amount is deferred and forgiven at the end of the Affordability Period unless and except and Event of Acceleration requires the loan to become due and payable.

Exhibit E - Rents/Operations

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which they payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent/operation is associated with (if applicable)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

a/ May include revenues from rents, operation of properties, residual receipt payments from developers, conditional grant repayments, costs savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit F - Rents

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which the payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent is associated with (if applicable)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

a/ May include rents or home loan payments.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit G - Deferrals

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Purpose for which funds were deferred	Fiscal year in which funds were deferred	Amount deferred	Interest rate at which funds were to be repaid	Current amount owed	Date upon which funds were to be repaid
1	SERAF payments pursuant to HSC Sections 33690(c)(1)	2009-10	5,988,407.00	0%	1,152,737.00	6/30/2015
2	SERAF payments pursuant to HSC 33690.5(c)(1)	2010-11	1,232,907.00	0%	1,232,907.00	6/30/2016
3	See footnote (a) below.	2010-11	11,844,747.00	4.50%	11,287,738	10 Years Ending Sept 2010

Footnotes:

(a) On September 22, 2010, the former Redevelopment Agency documented a real estate transaction that effectively resulted in the creation of a $11,844,747 loan amount due from the Agency's non-housing Tax Increment Fund to the Agency's Low-Mod Housing Fund. In accordance with California Redevelopment Law, if a redevelopment purchased land using Low-Mod Housing Funds originally intended for the development of affordable housing, but ultimately determined that the land was not suitable for affordeable housing, the redevelopment agency was required to repay the Low-Mod Housing Fund. This loan receivable has been appropriately reported to the California Department of Housing & Community Development (HCD) as part of the former Agency's 2010-11 annual HCD reporting requirements. The Agency initially purchased a 22.9 acre site from Vulcan Materials using 78.725% Housing Fund monies and 21.275% non-housing funds for a total purchase price of $10,201,126 ($8,030,825 + $2,170,301). The Agency intended to develop housing on an area of the site consistent with the percentage of Housing Funds invested. After further contemplation by the Agency Board and understanding the fact that the site is predominately surrounded by industrial sites as well as a railway line that experienced a derailment, causing debris to spill into the site, the Agency Board changed direction on the use of the site. Instead, it marketed the site for industrial uses, which resulted in attracting a low-impact, more appropriate use of the site for development of an industrial/office building.

The Disposition and Development Agreement (DDA) between the Agency and the developer/operator required the operator to pay the Agency $15,046,000 for the site. The fair market value of the site at the time of the sale was determined at $18,460,000, based on a February 24, 2009 appraisal by Parkcenter Realty Advisors, but higher than the reuse value developed by Keyser Marston Associates, Inc. of $14,911,000. As such, the land write-down was booked and attributed 100% to the Agency's non-housing funds, keeping the Low-Mod Housing Fund whole through a loan from the Agency's non-housing Tax Increment Fund to the Low-Mod Housing Fund requiring the repayment to the Housing Fund of the entire appraised fair market value of the site as DDA payments are made by the operator.

DDA payments to the Agency's non-housing fund and Low-Mod Housing Fund per the DDA is on an installment basis, with $677,070 ($533,023 Housing + $144,047 Non-housing) as the down payment and $14,368,930 ($11,311,724 Housing + $3,057,206 Non-housing) through the Agency Note, having a term of 10 years at 4.50% interest. Through the payments from the Agency Note, the Low-Mod Housing Fund will ultimately be re-paid a total of $16,067,301 (unless repaid sooner), which represents its entire interest in the site, based on the appraised value described above, plus accrued interest per the Agency Note.

APPENDIX 3: REPORT PURSUANT TO HEALTH AND SAFETY CODE SECTION 34176.1

Health and Safety Code Section 34176.1 requires successor housing entities to prepare an annual report detailing compliance with new expenditure limitations and other information ("Housing Successor Compliance Report" or "SB 341 Report"), including:

- Amounts deposited into the LMIHAF;
- Statement of the balance of the LMIHAF;
- Description of expenditures by category;
- Statutory value of real property;
- Description of transfers;
- Description of projects that receive funding through the Successor Agency's Recognized Obligation Payment Schedule (ROPS);
- Status of properties pursuant to a five-year disposition period;
- Update on inclusionary and replacement housing obligations;
- Compliance with five-year expenditure obligations;
- Percentage of senior deed-restricted units; and
- Amount of excess surplus.

Additionally, the report must include an inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants, restrictions, or an adopted program that protects the former redevelopment agency's investment of LMIHAF moneys.

Authority staff is in the process of auditing its financials and other information. The Housing Successor Compliance Report for Fiscal Year 2023-24 will be prepared under separate cover for submission to HCD by the end of 2024.

APPENDIX 4: 2024 LOS ANGELES COUNTY MAXIMUM RENTAL HOUSING COST LIMITS

			Acutely Low-Income		Extremely Low-Income		Very Low-Income		Low-Income			Moderate-Income		
Median Income	Number of Persons	Bedrooms	Qualifying Income Limit	Max. Rent *30% X 15%*	Qualifying Income Limit	Max. Rent *30% X 30%*	Qualifying Income Limit	Max. Rent *30% X 50%*	Qualifying Income Limit	Maximum Rent Range *30% X 60%*	*30% X 80%*	Qualifying Income Limit	Maximum Rent Range *30% X 110%*	*30% X 120%*
	H&S Code 50052.5 (h)		*H&S Code 50053.(b)(1)*		*H&S Code 50053.(b)(2)*		*H&S Code 50053.(b)(3)*		*H&S Code 50053.(b)(4)*			*H&S Code 50053.(b)(5)*		
$68,750	One	Studio	$10,350	$258	$29,150	$516	$48,550	$859	$77,700	$1,031	$1,943	$82,500	$1,891	$2,063
$78,550	Two	One	$11,800	$295	$33,300	$589	$55,450	$982	$88,800	$1,178	$2,220	$94,300	$2,160	$2,358
$88,400	Three	Two	$13,300	$332	$37,450	$663	$62,400	$1,105	$99,900	$1,326	$2,498	$106,050	$2,431	$2,651
$98,200	Four	Three	$14,750	$368	$41,600	$737	$69,350	$1,228	$110,950	$1,473	$2,774	$117,850	$2,701	$2,946
$106,050	Five	Four	$15,950	$398	$44,950	$795	$74,900	$1,326	$119,850	$1,591	$2,996	$127,300	$2,916	$3,183
$113,900	Six	Five	$17,100	$427	$48,300	$854	$80,450	$1,424	$128,750	$1,709	$3,219	$136,700	$3,132	$3,418
$121,750	Seven	Six	$18,300	$457	$51,600	$913	$86,000	$1,522	$137,600	$1,826	$3,440	$146,150	$3,348	$3,654
$129,600	Eight	Seven	$19,450	$486	$54,950	$972	$91,550	$1,620	$146,500	$1,944	$3,663	$155,550	$3,564	$3,889

Memorandum

To: Julian A. Miranda, Executive Director

CC: Fernando Lopez, Housing Coordinator

Date: October 10, 2024

Re: Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2023 – 2024

At the meeting of October 9, 2024, the Housing Authority received and filed the FY 2023-2024 Irwindale Housing Authority Annual Report and directed that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

Laura M. Nieto

Laura Nieto

ANNUAL REPORT

IRWINDALE HOUSING AUTHORITY

Fiscal Year 2023-24

Report Date: October 2, 2024

SUMMARY

This is the Annual Report for the Irwindale Housing Authority ("Authority") required by California Health and Safety Code ("HSC") Section 34328. It describes the Authority's activities during the 2023-24 fiscal year ("FY"), including housing unit compliance with affordability requirements, activities concerning existing debt obligations, as well as land transactions and development.

An annual report must be filed with the City Clerk and sent to the California Department of Housing and Community Development ("HCD") by October 1 annually.

LEGAL AUTHORITY

Housing Authorities are distinct, autonomous, legal entities that derive their powers from State statute. It is the intent of the State legislature that housing authorities function as local entities with the primary responsibility of providing housing for very low- and low-income households. The HSC, beginning with Section 34200, provides the framework for a local housing authority through a resolution of the local governing body. In the case of the City of Irwindale ("City"), the City Council of the City of Irwindale ("City Council") resolved that the Authority should exercise its powers. The resolution adopted by the local governing body must be accompanied by a finding that either of the following is true:

1) Unsanitary or unsafe housing exists in the city, or
2) There is a shortage of safe or sanitary housing available to persons of low income.

On August 27, 1987, the City Council adopted Resolution No. 87-15-1117, confirming that the two above findings were met to establish a housing authority in accordance with the California Housing Authorities Law (HSC Section 34200, *et. seq.*).

ORGANIZATION OF THE AUTHORITY

The City Council members serve as the Board of Commissioners of the Authority ("Housing Authority Board"), currently: Larry G. Burrola, Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia, and H. Manuel Ortiz. Julian A. Miranda serves as the Executive Director of the Authority.

The Authority conducts its regular meetings on the second and fourth Wednesday of each month at 6:30 p.m. at the Irwindale City Hall Council Chamber, located at 5050 North Irwindale Avenue, Irwindale, California, or at such other place that the Authority designates by resolution.

OBJECTIVES OF THE HOUSING AUTHORITY

For many Housing Authorities, the primary role is to interact with the U.S. Department of Housing and Urban Development ("HUD") on behalf of their communities. Authorities can own and operate housing developments, which alleviates the need to find prospective

owners or operators for the units created. Additionally, the Authority can acquire and assemble land for housing developments without the need to document blighting conditions.

Per the resolution creating the Authority in 1987, the Authority's objective is "to provide for suitable, safe and sanitary housing opportunities for Irwindale residents."

The housing assets administered by the Authority include those transferred from the former Irwindale Community Redevelopment Agency ("ICRA"), including beneficial interests in loans and interests under affordability covenants. The assets formerly held by the ICRA and transferred to the Authority are described in more detail in this report.

LEGISLATIVE ACTIVITY

All redevelopment agencies in the state were dissolved on February 1, 2012, as a result of Assembly Bill ("AB") x1 26. This dramatic change resulted in the complete elimination of local property tax dollars earmarked for affordable housing on an ongoing basis; no substitute funding source was or has since been provided. Thus, housing authorities have been left in a challenging position – the need for them is greater than ever, but a key funding source has been eliminated.

Under ABx1 26, the assets of a former redevelopment agency are divided into two categories. Non-housing assets were transferred to newly formed successor agencies for disposition, and housing assets were transferred to selected housing successor entities. Pursuant to Resolution No. 2012-04, on January 20, 2012, the City elected to designate the Authority as the City's housing successor as allowed by law. ABx1 26, as amended by AB 1484 and Senate Bill ("SB") 107 (together, the "Dissolution Act") indicate that the transfer includes "all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the agency, excluding any amounts in the Low and Moderate Income Housing Fund." Thus, the Successor Agency to the former ICRA ("Successor Agency") effectuated the transfer of several assets held by ICRA to the Authority, pursuant to the Dissolution Act. The asset transfers were approved by the Oversight Board to the Successor Agency ("OB") on May 16, 2013, by Resolution No. OB 2013-03-009, pursuant to HSC Sections 34177 and 34181.

The asset transfers were subject to review and approval by the California Department of Finance ("DOF"), pursuant to HSC Section 34176. As part of the review process, the Authority submitted a Housing Asset Transfer Form to the DOF on August 1, 2012. The DOF issued a letter on September 5, 2012, stating that it did not object to any of the transfers. A copy of Resolution No. OB 2013-03-009 is provided as Appendix 1. A copy of the Housing Asset Transfer Form approved by the DOF is provided as Appendix 2.

Additionally, the State legislature adopted SB 341 on October 13, 2013, to clarify the functions of successor housing entities. SB 341 and subsequent bills that clarified and

amended the language in SB 341 are codified in HSC Section 34176.1 and require successor housing entities to prepare an annual report documenting compliance with certain requirements ("Housing Successor Compliance Report" or "SB 341 Report"). Authority staff is in the process of auditing its financials and other information and will prepare its FY 2023-24 Housing Successor Compliance Report under separate cover for submission to HCD by the end of 2024. More information is contained in Appendix 3.

CONTENTS OF THE AUTHORITY'S ANNUAL REPORT

State Law establishes three main components to an annual report from a housing authority. Accordingly, this Annual Report has been developed to:

- Provide a complete report of activities during FY 2023-24, including any bond issuances, loans, or finance agreements into which the Authority entered;
- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income in projects assisted by the Authority with bonds, and document established base rents and/or maximum rental payments for lower income households; and
- Document any termination of tenancies or Housing Choice Voucher Program (formerly Section 8) vouchers of domestic violence victims as required by HSC Section 34328.1.

In addition, per HSC Section 34328.1, an Authority's filing of their annual report may include "recommendations for needed legislation to carry on properly a program of housing and community development in this state." Recommendations are included at the end of this report.

HOUSING AUTHORITY DEBT OBLIGATIONS

Pursuant to HSC Sections 34328 and 34328.1, the Authority must provide a complete report of its activities during the prior fiscal year, which includes bonds, financing agreements, and loans for multi-family rental housing projects.

Bonds

The Authority did not issue any bonds during FY 2023-24.

Financing Agreements

The Authority did not enter into any financing agreements during FY 2023-24.

Loans

The Authority did not enter into any loan agreements during FY 2023-24. Note that, when the Authority became the housing successor to the former ICRA, 111 loans issued to single-family homeowners by the former ICRA were transferred to the Authority. The 111 loans included 42 home subsidy loans and 69 home improvement loans. The loan transfers were approved by the DOF as part of the Housing Asset Transfer Form and are listed in Exhibit D of Appendix 2. As of August 1, 2012, when the Housing Asset List was submitted to the DOF, the outstanding loan balance was $13,172,034.90. Of the 111 loans, the latest repayment date is November 18, 2055. As of June 30, 2024, 17 loans have been paid off or forgiven since they were transferred in 2012, leaving 94 outstanding.

Any future financing for the acquisition, construction, rehabilitation, or development of housing through the issuance of bonds, construction loans, mortgage loans, and/or financing agreements will be documented and provided in future Annual Reports.

LAND TRANSACTIONS AND DEVELOPMENT

HSC Section 34312.3 requires the Annual Report to include a discussion of all prior year activities of the Authority related to the development or transaction of land for the purposes of increasing the supply of affordable housing for low- and moderate-income households. Specific activities consist of the development, rehabilitation, or financing of housing projects assisted by the Authority, conveyance of surplus lands to a developer, or the establishment of a special trust fund or account to fund housing activities.

IMD Enterprises, LLC "Mayans Project"

Since 2013, the Authority has been implementing the Disposition and Development Agreement ("DDA") with IMD Enterprises, LLC for the Mayans Project, an affordable housing project. The original DDA for the project was entered into by and between the Authority and IMD Enterprises on December 18, 2013, for the rehabilitation of 2 single-family homes and the construction of 16 new single-family homes. The first addendum to the DDA, dated October 14, 2015 ("First DDA Addendum"), added three single-family homes to the Mayans Project, which includes one newly constructed home and two rehabilitated homes. The second addendum to the DDA, dated April 11, 2018 ("Second DDA Addendum"), added one parcel to the project for the construction and rehabilitation of two additional homes. The third addendum to the DDA, dated July 11, 2018 ("Third DDA Addendum"), documented the approval of two change orders necessitated due to unforeseen circumstances. The fourth addendum to the DDA, dated September 12, 2018 ("Fourth DDA Addendum"), added three properties to the project for the construction of 11 new homes.

Pursuant to the DDA and the addendums, the Authority has sold several properties to IMD Enterprises, and IMD Enterprises has been rehabilitating and constructing units to be sold to extremely low- to moderate-income households. The Authority provides loans to the homebuyers with covenants restricting affordability at the properties for 45 years. As of the end of the FY 2023-24, the Mayans Project is complete, with 34 homes constructed or rehabilitated and subsequently sold to qualifying households.

Other Projects

HSC Sections 33334.16 and 34176.1(e) require housing successor agencies to initiate activities to develop affordable housing on undeveloped property transferred from the former redevelopment agency within five years from the date that the DOF approved the transfer of the housing assets. Housing successors that are out of compliance with this requirement must sell the undeveloped properties and deposit the sales proceeds in the housing successor's Low and Moderate Income Housing Asset Fund ("LMIHAF") to fund other affordable housing activities. The HSC allows for one five-year extension of the original five-year deadline.

In the Authority's case, the original five-year deadline was September 5, 2017. As of that date, the Authority owned three undeveloped properties that were transferred from the former redevelopment agency, all of which were proposed to be sold to Panattoni Development Company, Inc. ("Panattoni"). In August 2013, the Authority entered into a DDA with Panattoni (which was amended in June 2015 and again in May 2018) with the intent of selling the three Authority-owned properties (16203, 16223, and 16233 Arrow Highway) to Panattoni. Because the Arrow Highway properties were subject to a DDA between the Authority and Panattoni as of September 5, 2017, the Authority was in compliance with the five-year deadline. Nonetheless, out of an abundance of caution, the Housing Authority Board adopted a resolution in December 2017 that extended the deadline for five years to September 5,

2022. The Authority completed the sale of the Arrow Highway properties to Panattoni on April 3, 2020 for $4,150,000. The sales proceeds were designated for affordable housing. Thus, the Authority complied with the property disposition deadline.

In FY 2023-24, the Authority started the process of purchasing two assets. The first asset is the leasehold interest in the Las Casitas Senior Apartments ("Las Casitas") located at 5164 Ayon Avenue. The property includes 25 affordable units affordable to extremely low-, very low-, low-, and moderate-income senior households and 1 manager unit. The 32,760-square-foot property features landscaping, one elevator, and a clubhouse that includes a TV room, dining table, kitchen, laundry room, and an outdoor covered patio area with a barbecue. The Authority owns the land and entered into a Lease Agreement in May 1995 with the Northridge Group to develop and operate Las Casitas. The Housing Authority is now in the process of acquiring the leasehold interest in Las Casitas from the Northridge Group. The Housing Authority intends to rehabilitate the property after purchase. The Authority's FY 2023-24 expenses related to the purchase include the acquisition price of $900,000, appraisal fees totaling $5,900, property inspection fees totaling $3,900, and escrow fees totaling $1,720.

Additionally, the Authority started the process of purchasing a commercial property located at 16154-16158 Arrow Highway. The property was previously utilized as a construction contractor yard business for many years. The property is currently vacant with a deteriorated structure and miscellaneous discarded items from the prior business. Due to its location on a major thoroughfare and its close proximity to the City's Civic Center, the property could be better utilized for the development of affordable housing. City staff received authorization from the Housing Authority Board to begin negotiations and execute a Purchase and Sale Agreement for the acquisition of the property. The Authority's FY 2023-24 expenses related to the purchase included $50,000 of escrow fees and $2,100 for a Phase I environmental assessment.

The Authority did not sell any property in FY 2023-24. Any future developments or land transactions will be documented and reported in subsequent Annual Reports.

HOUSING UNIT COMPLIANCE

As set forth by HSC Sections 34328 and 34328.1, housing authorities are required to:

- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income persons in projects assisted by the Authority, and established base rents and/or maximum rental payments for lower income households; and

- Document any termination of tenancies or Housing Choice Vouchers of victims of domestic violence as required by HSC Section 34328.1.

The following subsections provide a summary of the Authority's progress toward the requirements listed above.

Housing Affordability Requirement

Assets transferred from the ICRA to the Authority are subject to both California Community Redevelopment Law ("CRL"), codified in HSC Section 33000 *et. seq.*, and Housing Authorities Law ("HAL"), codified in HSC Section 34200 *et. seq*. The CRL and HAL have different requirements relating to housing production, expenditure limitations, adjustments for family size, affordability restriction durations, and other regulatory requirements.

Pursuant to the CRL, at least 15% of all newly constructed or substantially rehabilitated units must be affordable to very low- to moderate-income households (HSC Section 33413). Pursuant to the HAL, at least 20% of the units in housing projects assisted by the Authority, or 15% in targeted areas, must be affordable to persons of low income (HSC Section 34312.3(c)). If housing projects are financed by bonds issued by the Authority, at least 10% of the units must be available to persons of very low income.

As summarized in Table 1, the affordability levels of the 25 Las Casitas units (pursuant to the related DDA) and the 123 active restrictive covenants comply with both the CRL and the HAL. Although the HAL discourages housing authorities from assisting moderate-income households, Authority properties with moderate-income units fulfill the requirements of the CRL. Any future development will satisfy both CRL and HAL requirements as necessary.

Affordability Levels **Table 1**
Irwindale Housing Authority

Asset	Units by Income Level									
	Extremely Low		Very Low		Low		Moderate		Total	
	#	%	#	%	#	%	#	%	#	%
Las Casitas Senior Apartment Complex	9	36%	6	24%	5	20%	5	20%	25	100%
Restrictive Covenants	4	3%	32	26%	46	37%	41	33%	123	100%
Total	13	9%	38	26%	51	34%	46	31%	148	100%

Total Moderate Income or Below	*100%*
Total Low Income or Below	*69%*
Total Very Low Income or Below	*34%*

The Authority assumed one multi-family property assisted by the former ICRA, the Las Casitas Senior Apartment Complex. As stated above in the "Land Transactions and Development" section, the property is located at 5164 Ayon Avenue and includes 25 affordable units and 1 manager unit. In addition, the Authority assumed 104 restrictive covenants on single-family homes from the former ICRA. The covenants are listed in Exhibit

A of Appendix 2. Since the covenants were transferred in 2012, 16 have expired, resulting in 88 remaining.

Since FY 2015-16, the Authority has established 35 new covenants. Of the 35 covenants, 34 are related to loans issued to buyers of Mayans Project units. The Authority established 3 covenants in FY 2015-16, 1 covenant in FY 2016-17, 14 covenants in FY 2017-18, 3 covenants in FY 2018-19, 6 covenants in FY 2019-20, 1 covenant in FY 2020-21, and 7 in FY 2021-22. The Authority did not establish any new covenants in FY 2022-23 or 2023-24.

Base & Maximum Rents

HSC Section 34312 states that a housing authority may "prepare, carry out, acquire, lease, and operate housing projects for persons of low income." As part of this authority, HSC Section 34312.3 establishes a set of guidelines to determine base and maximum rents that can be charged for units reserved for lower income households. According to HSC Section 34312.3, rental payments for very low- and low-income households shall not exceed the amounts established by HCD. Appendix 4 details the maximum rental payments that the Authority can charge for lower income households.

Table 2 below shows the rents charged at Las Casitas, the sole affordable housing rental project overseen by the Authority.

Rental Rates **Table 2**

Irwindale Housing Authority

Property	Income Level of Household	Unit Size	# of Units[1]	Co. Max. Rent [2]	Tenant-Paid Rent Range [3]
Las Casitas	Extremely Low	1-bed	18	$589	$221-$546
	Very Low	1-bed	3	$982	$569-$785
	Low	1-bed	1	$2,220	$1,093
	Moderate	1-bed	0	$2,358	N/A

[1] *The units described above exclude one on-site manager unit, two vacant units, and one market-rate unit.*

[2] *County-wide maximum allowable rent before deducting the utility allowance pursuant to HSC Section 50053.*

[3] *Aggregated by rental range to protect privacy. Monthly rent includes the utility allowance and does not include Authority subsidies. The data in the above table is current as of December 2023 (certified in June 2024).*

Termination of Domestic Violence Tenancies and Housing Choice Vouchers

State law requires that a housing authority annually disclose data related to domestic violence incidents in units owned or operated by the housing authority. Specifically, the data must include:

- Data on termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence in housing authority units; and

- Summary of steps taken by the housing authority to address any termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence.

In FY 2023-24, the Authority did not terminate any tenants who are victims of domestic violence. The Housing Authority does not currently administer Housing Choice Vouchers, so the requirements regarding Housing Choice Vouchers are not applicable.

FINANCIAL STATEMENT/BUDGET

Table 3 presents a summary of the Authority's FY 2023-24 projected versus actual revenues and expenditures by category. Actual revenues were $282,497 more than expected, and expenditures were $665,047 more than budgeted.

Statement of Revenue & Expenditures[1] **Table 3**

	Projected 2023-24	Actual 2023-24
REVENUE		
Interest Income	$ 25,000.00	$ 240,435.07
Investmt Unrealized Loss / (Gain)	-	65,021.96
Other & Miscellaneous Income	-	2,040.00
Total Revenues	**$ 25,000.00**	**$ 307,497.03**
EXPENSES		
Contract Services:		
Agency/Authority Meeting Stipend Reimbursement	$ 7,330.00	$ 5,326.14
Mileage Reimbursement	100.00	-
Memberships & Subscriptions	10,650.00	10,647.47
Public Notices	1,000.00	305.19
Housing/Rental Subsidy	76,500.00	51,707.34
Operating Supplies	1,600.00	1,052.66
Postage	1,500.00	14.49
Fuel	600.00	-
Contractual Svcs-Single Fam Hg	111,613.50	51,094.02
Legal Services	250,000.00	62,177.50
Audit Services	10,753.00	5,373.00
Admin/Personnel Reimbursement	244,700.00	236,398.74
Property Taxes/Parcel Levy	10,000.00	9,576.74
Total Expenses	**$ 726,346.50**	**$ 433,673.29**
Escrow Fees	$ -	$ 50,000.00
Acquisition Costs	-	907,720.00
TOTAL	**$ 726,346.50**	**$ 1,391,393.29**

[1] Adjustments may be made as year-end accounting is finalized.

Source: City of Irwindale Finance Department

LEGISLATIVE RECOMMENDATION

As discussed earlier in this report, the Legislature abolished all redevelopment agencies in the state, effective February 1, 2012. The elimination of redevelopment agencies in the manner prescribed by the Legislature means that there is no longer a regular source of local property tax dollars earmarked for affordable housing on an ongoing basis; in addition, no substitute funding source has been provided. It is recommended that the Legislature immediately relieve cities from requirements associated with the production of affordable housing given the expression of legislative priorities that has removed funding for affordable housing from local government.

Additionally, it is recommended that the Legislature provide a regular funding source for the monitoring, implementation and administration of affordable housing at the city level. Historically, the implementation of affordable housing as well as monitoring is a labor-intensive matter; simply put, such operations do not pay for themselves. In addition to removing housing set-aside dollars from the equation, the elimination of redevelopment agencies obviously has had severe impacts upon cities, which impacts promise to be felt for decades. Accordingly, the Legislature should refrain from adding requirements for additional reporting where this would amount to an unfunded mandate.

If the Legislature intends that cities maintain existing affordable housing resources, we recommend that the Legislature enact a measure which would treat ongoing administration and maintenance of existing affordable housing units and additional affordable housing units as an enforceable obligation for purposes of ABx1 26 and AB 1484.

APPENDIX 1: OVERSIGHT BOARD RESOLUTION NO. 2013-03-009

The Oversight Board to the Successor Agency approved Resolution No. OB 2013-03-009 on May 16, 2013, which effectuated the transfer of several assets from the former ICRA to the Authority, pursuant to HSC Sections 34177 and 34181. The resolution is attached on the following pages.

OVERSIGHT BOARD RESOLUTION NO. OB 2013-03-009

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE HOUSING ASSET TRANSFER LIST PREPARED AND SUBMITTED TO, AND APPROVED BY, THE CALIFORNIA DEPARTMENT OF FINANCE PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176(a)(2), INCLUDING THE TRANSFER OF INDIVIDUAL HOUSING ASSETS CONTAINED THEREIN BY THE SUCCESSOR AGENCY TO THE IRWINDALE HOUSING AUTHORITY"

WHEREAS, pursuant to Assembly Bill 26 of the First Extraordinary Session of the 2011-2012 Legislative Session ("ABX1 26") (Chapter 5, Statutes of 2011), the Irwindale Community Redevelopment Agency was effectively dissolved as of February 1, 2012; and

WHEREAS, pursuant to ABX1 26, the City Council of the City of Irwindale adopted Resolution No. 2012-09-2548 electing not to retain the housing functions and assets of the former Irwindale Community Redevelopment Agency ("ICRA") and instead selecting the Irwindale Housing Authority ("Housing Authority") to perform the housing functions of the ICRA, and transferring all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the ICRA to the Housing Authority; and

WHEREAS, pursuant to ABX1 26, an oversight board must be formed for each jurisdiction where a redevelopment agency previously existed to oversee the dissolution activities managed and administered by the Successor Agency to the ICRA ("Successor Agency"); and

WHEREAS, on June 21, 2012, the Oversight Board to the Successor Agency ("Oversight Board") received and filed a report from the Successor Agency on the transfer of housing assets by the Successor Agency to the Housing Authority, including specified real property assets; and

WHEREAS, Assembly Bill 1484 ("AB 1484") (Chapter 26, Statutes of 2012) was enacted on June 27, 2012 and made substantial changes to the redevelopment wind-down process under ABX1 26; and

WHEREAS, AB 1484 amended Section 34176 of the California Health and Safety Code ("HSC") and HSC Section 34176(a)(2) established new definitions for what qualifies as a "housing asset" and required the Successor Agency to submit to the California Department of Finance ("DOF") a housing asset transfer list ("HAT") by August 1, 2012 listing all housing assets that contains an explanation of how the assets meet the criteria specified in subdivision (e)," including "assets transferred between February 1, 2012, and the date upon which the list is created" (Exhibit "A"); and

WHEREAS, after a comprehensive review of the HAT, DOF issued a letter on September 5, 2012 approving the HAT and the individually listed housing without exception (Exhibit "B"); and

WHEREAS, while ABX1 26 and AB 1484 did not expressly require the HAT to be approved by the Oversight Board, out of an abundance of caution related to potential issues with title, the Oversight Board desires to establish a clear record of approval of the HAT.

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. **Approval of Housing Asset Transfer List and Transfer of Individual Housing Assets.** The Oversight Board hereby approves the Housing Asset Transfer list attached hereto as Exhibit "A" and the transfer of the individual housing assets contained therein by the Successor Agency to the Low and Moderate Income Housing Asset Fund of the Housing Authority.

PASSED AND ADOPTED at a special meeting of the Oversight Board of the Successor Agency to the Irwindale Community Redevelopment Agency, on the 16th day of May, 2013, by the following vote:

AYES:	Boardmembers:	Frick, Hsi, Martinez, Vice Chair Diaz
NOES:	Boardmembers:	None
ABSTAIN:	Boardmembers:	Corpis
ABSENT:	Boardmembers:	Chair Scroggins

Camille Diaz, Vice-Chair

ATTEST:

Laura Nieto, Secretary

APPENDIX 2: HOUSING ASSET LIST

The Housing Asset List, attached on the following pages, shows assets transferred from the former ICRA to the Authority. All transfers were approved by the DOF on September 5, 2012, pursuant to HSC Section 34176.

DEPARTMENT OF FINANCE
HOUSING ASSETS LIST
ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484
(Health and Safety Code Section 34176)

Former Redevelopment Agency:	Irwindale Community Redevelopment Agency
Successor Agency to the Former Redevelopment Agency:	City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency
Entity Assuming the Housing Functions of the former Redevelopment Agency:	Irwindale Housing Authority

Entity Assuming the Housing Functions Contact Name:	Theresa Olivares	Title	Housing Coordinator	Phone	(626) 430-2294	E-Mail Address	theresao@ci.irwindale.ca.us
Entity Assuming the Housing Functions Contact Name:	Eva Contreras	Title	Finance Manager	Phone	(626) 430-2221	E-Mail Address	econtreras@ci.irwindale.ca.us

All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list.
The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

Exhibit A - Real Property	X
Exhibit B - Personal Property	
Exhibit C - Low-Mod Encumbrances	X
Exhibit D - Loans/Grants Receivables	X
Exhibit E - Rents/Operations	
Exhibit F - Rents	
Exhibit G - Deferrals	X

Prepared By:	**Eva Contreras**
Date Prepared:	**8/1/2012**

Exhibit A - Real Property

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1	Land held for development of Low-Mod Housing	Olive Pit (APN 8415-001-906)	3,619,547.00	8,319,959	n/a	No	No	2/1/2012	3,619,547.00	N/A	N/A	08/19/2004	Own & purchased with L/Mod
2	Land held for development of Low-Mod Housing	15848 Juarez Street (APN 8417-028-907)	269,227.48	9,718	9,718	No	No	2/1/2012	269,227.48	N/A	N/A	09/03/2009	Own & purchased with L/Mod
3	Land held for development of Low-Mod Housing	16046 Peppertree Lane (APN 8417-033-955)	325,494.00	6,656	6,656	No	No	2/1/2012	325,494.00	N/A	N/A	07/23/2010	Own & purchased with L/Mod
4	Land held for development of Low-Mod Housing	4618 Nora Avenue (8417-002-007)	310,000.00	20,400	20,400	No	No	2/1/2012	310,000.00	N/A	N/A	01/27/2012	Own & purchased with L/Mod
5	Land held for development of Low-Mod Housing	16203-16233 Arrow Highway (APNs 8619-010-907, 8619-012-905, 8619-012-909)	9,270,000.00	272,564	n/a	No	No	2/1/2012	9,270,000.00	N/A	N/A	01/09/2008	Own & purchased with L/Mod
6	Restrictive Covenant	15844 Hidalgo Street	Unknown	9,183	9,183	Yes	CRL	2/1/2012	50,000.00	N/A	N/A	08/08/2003	Option to Purchase
7	Restrictive Covenant	16058 Central Street	Unknown	5,000 - 9,000	5000 - 9,000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	12/23/2005	Option to Purchase
8	Restrictive Covenant	4820 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	358,600.00	N/A	N/A	12/23/2005	Option to Purchase
9	Restrictive Covenant	4819 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	12/23/2005	Option to Purchase
10	Restrictive Covenant	4823 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	310,600.00	N/A	N/A	12/28/2005	Option to Purchase
11	Restrictive Covenant	4642 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	327,250.00	N/A	N/A	12/28/2005	Option to Purchase
12	Restrictive Covenant	4821 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,842.82	N/A	N/A	12/23/2005	Option to Purchase
13	Restrictive Covenant	4842 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	358,600.00	N/A	N/A	11/18/2010	Option to Purchase
14	Restrictive Covenant	4851 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	310,600.00	N/A	N/A	1/3/2006	Option to Purchase
15	Restrictive Covenant	4817 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	1/3/2006	Option to Purchase
16	Restrictive Covenant	5139 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/22/2006	Option to Purchase
17	Restrictive Covenant	5219 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/22/2006	Option to Purchase
18	Restrictive Covenant	5151 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/26/2006	Option to Purchase
19	Restrictive Covenant	5143 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/29/2006	Option to Purchase
20	Restrictive Covenant	2417 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/3/2007	Option to Purchase
21	Restrictive Covenant	2425 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/29/2006	Option to Purchase
22	Restrictive Covenant	15854 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/29/2006	Option to Purchase
23	Restrictive Covenant	4642 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	12/29/2006	Option to Purchase

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
24	Restrictive Covenant	2421 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/3/2007	Option to Purchase
25	Restrictive Covenant	2469 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
26	Restrictive Covenant	2437 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/9/2007	Option to Purchase
27	Restrictive Covenant	15850 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/9/2007	Option to Purchase
28	Restrictive Covenant	726 Meridian Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/2/2007	Option to Purchase
29	Restrictive Covenant	2445 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
30	Restrictive Covenant	2473 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/5/2007	Option to Purchase
31	Restrictive Covenant	2465 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/2/2007	Option to Purchase
32	Restrictive Covenant	2477 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/4/2007	Option to Purchase
33	Restrictive Covenant	2455 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/5/2007	Option to Purchase
34	Restrictive Covenant	2409 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
35	Restrictive Covenant	2405 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	1/9/2007	Option to Purchase
36	Restrictive Covenant	2413 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/3/2007	Option to Purchase
37	Restrictive Covenant	2461 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/5/2007	Option to Purchase
38	Restrictive Covenant	4638 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/2/2007	Option to Purchase
39	Restrictive Covenant	5135 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/5/2007	Option to Purchase
40	Restrictive Covenant	2430 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/24/2007	Option to Purchase
41	Restrictive Covenant	2474 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/31/2007	Option to Purchase
42	Restrictive Covenant	2410 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/26/2007	Option to Purchase
43	Restrictive Covenant	2402 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	2/5/2007	Option to Purchase
44	Restrictive Covenant	2470 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/31/2007	Option to Purchase
45	Restrictive Covenant	2442 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/31/2007	Option to Purchase
46	Restrictive Covenant	4658 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	2/6/2007	Option to Purchase
47	Restrictive Covenant	2401 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	2/26/2007	Option to Purchase

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
48	Restrictive Covenant	2434 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	2/28/2007	Option to Purchase
49	Restrictive Covenant	2424 Park Rose Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,628.00	N/A	N/A	9/22/2003	Option to Purchase
50	Restrictive Covenant	15828 Juarez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,999.50	N/A	N/A	4/14/2004	Option to Purchase
51	Restrictive Covenant	2125 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,571.90	N/A	N/A	2/5/2004	Option to Purchase
52	Restrictive Covenant	15830 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	6/30/2004	Option to Purchase
53	Restrictive Covenant	16075 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	50,000.00	N/A	N/A	4/16/2004	Option to Purchase
54	Restrictive Covenant	2141 Park Rose Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	98,288.95	N/A	N/A	4/16/2004	Option to Purchase
55	Restrictive Covenant	2440 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,725.95	N/A	N/A	4/16/2004	Option to Purchase
56	Restrictive Covenant	4608 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,941.90	N/A	N/A	5/14/2004	Option to Purchase
57	Restrictive Covenant	15823 Juarez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,435.95	N/A	N/A	6/30/2004	Option to Purchase
58	Restrictive Covenant	16133 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,619.95	N/A	N/A	6/30/2004	Option to Purchase
59	Restrictive Covenant	2415 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,965.95	N/A	N/A	9/30/2004	Option to Purchase
60	Restrictive Covenant	16164 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,995.90	N/A	N/A	10/4/2004	Option to Purchase
61	Restrictive Covenant	16134 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,876.90	N/A	N/A	9/30/2004	Option to Purchase
62	Restrictive Covenant	16134 Central Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,295.95	N/A	N/A	11/24/2004	Option to Purchase
63	Restrictive Covenant	16135 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,976.90	N/A	N/A	9/30/2004	Option to Purchase
64	Restrictive Covenant	16169 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,816.90	N/A	N/A	10/4/2004	Option to Purchase
65	Restrictive Covenant	16148 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,999.95	N/A	N/A	9/30/2004	Option to Purchase
66	Restrictive Covenant	2439 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,996.90	N/A	N/A	12/14/2004	Option to Purchase
67	Restrictive Covenant	16144 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,970.95	N/A	N/A	4/29/2005	Option to Purchase
68	Restrictive Covenant	737 Shrode Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,995.90	N/A	N/A	12/14/2004	Option to Purchase
69	Restrictive Covenant	16024 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	4/29/2005	Option to Purchase
70	Restrictive Covenant	2401 Ruela Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,990.95	N/A	N/A	12/14/2004	Option to Purchase
71	Restrictive Covenant	4611 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,634.95	N/A	N/A	12/23/2004	Option to Purchase

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72	Restrictive Covenant	4617 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,661.90	N/A	N/A	12/14/2004	Option to Purchase
73	Restrictive Covenant	5113 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,011.90	N/A	N/A	12/14/2004	Option to Purchase
74	Restrictive Covenant	2412 Citrus View	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,956.90	N/A	N/A	9/20/2006	Option to Purchase
75	Restrictive Covenant	16081 Calle del Norte	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	9/20/2005	Option to Purchase
76	Restrictive Covenant	5105 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,904.90	N/A	N/A	8/16/2006	Option to Purchase
77	Restrictive Covenant	4653 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,754.90	N/A	N/A	9/12/2006	Option to Purchase
78	Restrictive Covenant	16165 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,801.90	N/A	N/A	5/3/2005	Option to Purchase
79	Restrictive Covenant	16145 Pepertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,502.23	N/A	N/A	9/16/2004	Option to Purchase
80	Restrictive Covenant	16044 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	7/10/2006	Option to Purchase
81	Restrictive Covenant	16051 Olive Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,176.90	N/A	N/A	7/10/2006	Option to Purchase
82	Restrictive Covenant	16050 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	101,587.95	N/A	N/A	7/10/06	Option to Purchase
83	Restrictive Covenant	4636 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	12/1/2004	Option to Purchase
84	Restrictive Covenant	16047 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,867.95	N/A	N/A	1/11/2005	Option to Purchase
85	Restrictive Covenant	16140 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	4/12/2005	Option to Purchase
86	Restrictive Covenant	16124 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,668.95	N/A	N/A	5/1/2007	Option to Purchase
87	Restrictive Covenant	16161 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,955.90	N/A	N/A	11/8/2006	Option to Purchase
88	Restrictive Covenant	16039 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,913.40	N/A	N/A	10/6/2006	Option to Purchase
89	Restrictive Covenant	4611 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	117,656.52	N/A	N/A	10/5/2006	Option to Purchase
90	Restrictive Covenant	4647 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	128,346.90	N/A	N/A	7/10/2006	Option to Purchase
91	Restrictive Covenant	16055 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,524.90	N/A	N/A	3/30/2005	Option to Purchase
92	Restrictive Covenant	4612 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	129,255.95	N/A	N/A	8/11/2005	Option to Purchase
93	Restrictive Covenant	4825 Calle del Sur	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	7/6/2006	Option to Purchase
94	Restrictive Covenant	16160 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	129,018.46	N/A	N/A	1/8/2007	Option to Purchase
95	Restrictive Covenant	16129 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	5/1/2007	Option to Purchase

item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
96	Restrictive Covenant	4870 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	4/26/2007	Option to Purchase
97	Restrictive Covenant	16066 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	57,698.95	N/A	N/A	4/26/2007	Option to Purchase
98	Restrictive Covenant	16109 Central Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	5/1/2007	Option to Purchase
99	Restrictive Covenant	4622 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,990.95	N/A	N/A	7/31/2007	Option to Purchase
100	Restrictive Covenant	5247 Morada Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	10/30/2006	Option to Purchase
101	Restrictive Covenant	4816 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,833.50	N/A	N/A	11/28/2006	Option to Purchase
102	Restrictive Covenant	16071 Calle del Norte	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	127,466.95	N/A	N/A	9/7/2006	Option to Purchase
103	Restrictive Covenant	16027 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,941.95	N/A	N/A	7/12/2006	Option to Purchase
104	Restrictive Covenant	4635 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,343.95	N/A	N/A	4/3/2007	Option to Purchase
105	Restrictive Covenant	16147 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	9/13/2007	Option to Purchase
106	Restrictive Covenant	4841 Calle del Sur	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,910.00	N/A	N/A	12/18/2007	Option to Purchase
107	Restrictive Covenant	16038 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	7/9/2009	Option to Purchase
108	Restrictive Covenant	16128 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	52,903.19	N/A	N/A	8/9/2009	Option to Purchase
109	Restrictive Covenant	2446 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	11/3/2009	Option to Purchase

a/ Asset types may include low-mod housing, mixed-income housing, low-mod housing with commercial space, mi

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirement

Exhibit B - Personal Property

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Description	Carrying Value of Asset	Date of transfer to Housing Successor Agency	Acquisition cost funded with Low-Mod Housing Fund monies	Acquisition costs funded with other RDA funds	Acquisition costs funded with non-RDA funds	Date of acquisition by the former RDA
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a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

Exhibit C - Low-Mod Encumbrances

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of housing built or acquired with enforceably obligated funds a/	Date contract for Enforceable Obligation was executed	Contractual counterparty	Total amount currently owed for the Enforceable Obligation	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Current owner of the property	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition of the property
1	Senior Low/Mod Rental Apartments	3/23/2011	The Northridge Group Inc.	1,334,000	Yes	California Redevelopment Law	Irwindale Housing Authority	$1,987,000	N/A	N/A	11/14/2011
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a/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit D - Loans/Grants Receivables

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
1	Loan	168,600.00	12/23/2005	For personal information about loan recipients, contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	118,020.00
2	Loan	358,600.00	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory	12/23/2050	(b)	3.00%	251,020.00
3	Loan	168,600.00	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	118,020.00
4	Loan	310,600.00	12/28/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/28/2050	(b)	3.00%	217,420.00
5	Loan	327,250.00	12/28/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/28/2050	(b)	3.00%	229,075.00
6	Loan	313,842.82	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050	(b)	3.00%	222,409.38
7	Loan	358,600.00	11/18/2010	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	11/18/2055	(b)	3.00%	251,020.00
8	Loan	310,600.00	1/3/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2051	(b)	3.00%	217,420.00
9	Loan	168,600.00	1/3/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2051	(b)	3.00%	118,020.00
10	Loan	169,000.00	12/22/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/22/2051	(b)	3.00%	126,750.00
11	Loan	169,000.00	12/22/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/22/2051	(b)	3.00%	126,750.00
12	Loan	313,000.00	12/26/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/26/2051	(b)	3.00%	234,750.00
13	Loan	169,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	126,750.00
14	Loan	313,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	234,750.00
15	Loan	313,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	234,750.00
16	Loan	313,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	234,750.00

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
17	Loan	291,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	218,250.00
18	Loan	363,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	272,250.00
19	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
20	Loan	363,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	272,250.00
21	Loan	313,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	234,750.00
22	Loan	363,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	272,250.00
23	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
24	Loan	363,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	272,250.00
25	Loan	157,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	117,750.00
26	Loan	291,000.00	1/4/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/4/2052	(b)	3.00%	218,250.00
27	Loan	363,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	272,250.00
28	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
29	Loan	169,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	126,750.00
30	Loan	337,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	252,750.00
31	Loan	313,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	234,750.00
32	Loan	291,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	218,250.00
33	Loan	313,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	234,750.00

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
34	Loan	157,000.00	1/24/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/24/2052	(b)	3.00%	117,750.00
35	Loan	313,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	234,750.00
36	Loan	337,000.00	1/26/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/26/2052	(b)	3.00%	252,750.00
37	Loan	291,000.00	2/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/5/2052	(b)	3.00%	218,250.00
38	Loan	157,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	117,750.00
39	Loan	337,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	252,750.00
40	Loan	337,000.00	2/6/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/6/2052	(b)	3.00%	269,600.00
41	Loan	291,000.00	2/26/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/26/2052	(b)	3.00%	232,800.00
42	Loan	313,000.00	2/28/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/28/2052	(b)	3.00%	250,400.00
43	Loan	25,000.00	5/31/1995	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,000.00
44	Loan	25,000.00	9/21/1995	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,000.00
45	Loan	25,960.00	2/12/1997	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,960.00
46	Loan	7,576.00	2/13/1997	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	7,576.00
47	Loan	4,440.00	6/11/1998	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	4,440.00
48	Loan	15,990.00	6/22/1998	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	15,990.00
49	Loan	42,545.00	7/13/1999	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	42,545.00
50	Loan	99,628.00	9/22/2003	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/22/2048	(b)	3.00%	64,758.20

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
51	Loan	99,999.50	4/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/14/2049	(b)	3.00%	59,999.70
52	Loan	49,571.90	2/5/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	2/5/2014	(b)	2.00%	9,914.38
53	Loan	35,000.00	4/11/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/11/2014	(b)	6.00%	10,000.00
54	Loan	100,000.00	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	60,000.00
55	Loan	50,000.00	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2014	(b)	2.00%	10,000.00
56	Loan	98,288.95	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2049	(b)	3.00%	58,973.37
57	Loan	99,725.95	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2049	(b)	3.00%	59,835.57
58	Loan	99,941.90	5/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/14/2049	(b)	3.00%	64,962.24
59	Loan	99,435.95	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	64,633.37
60	Loan	99,619.95	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	64,752.97
61	Loan	99,965.95	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,977.87
62	Loan	99,995.90	10/4/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/4/2049	(b)	3.00%	64,997.34
63	Loan	99,876.90	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,919.99
64	Loan	99,295.95	11/24/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/24/2049	(b)	3.00%	64,542.37
65	Loan	99,976.90	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,984.99
66	Loan	99,816.90	10/4/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/4/2049	(b)	3.00%	64,880.99
67	Loan	99,999.95	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,999.97

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
68	Loan	49,996.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2014	(b)	2.00%	17,498.92
69	Loan	99,970.95	4/29/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/29/2050	(b)	3.00%	64,981.12
70	Loan	99,995.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,997.34
71	Loan	100,000.00	4/29/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/29/2050	(b)	3.00%	65,000.00
72	Loan	49,990.95	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2014	(b)	2.00%	17,496.83
73	Loan	99,634.95	12/23/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/23/2049	(b)	3.00%	64,762.72
74	Loan	99,661.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,780.24
75	Loan	99,011.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,357.74
76	Loan	49,956.90	9/20/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/20/2016	(b)	2.00%	17,484.92
77	Loan	100,000.00	9/20/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/20/2050	(b)	3.00%	70,000.00
78	Loan	99,904.90	8/16/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/16/2051	(b)	3.00%	69,933.43
79	Loan	99,754.90	9/12/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/12/2051	(b)	3.00%	74,816.18
80	Loan	99,801.90	5/3/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/3/2050	(b)	3.00%	74,851.43
81	Loan	100,502.23	9/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/16/2049	(b)	3.00%	75,376.67
82	Loan	135,000.00	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	101,250.00
83	Loan	59,176.90	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2016	(b)	2.00%	29,588.45
84	Loan	101,587.95	7/10/06	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	76,190.96

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
85	Loan	100,000.00	12/1/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/1/2049	(b)	3.00%	70,000.00
86	Loan	99,867.95	1/11/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	1/11/2050	(b)	3.00%	74,900.96
87	Loan	60,000.00	4/12/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/12/2015	(b)	2.00%	30,000.00
88	Loan	134,668.95	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2052	(b)	3.00%	101,001.71
89	Loan	99,955.90	11/8/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/8/2051	(b)	3.00%	74,966.93
90	Loan	59,913.40	10/6/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/6/2016	(b)	2.00%	29,956.70
91	Loan	117,656.52	10/5/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/5/2051	(b)	3.00%	88,242.39
92	Loan	128,346.90	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	96,260.18
93	Loan	59,524.90	3/30/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	3/30/2015	(b)	2.00%	35,714.94
94	Loan	129,255.95	8/11/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/11/2050	(b)	3.00%	96,941.96
95	Loan	135,000.00	7/6/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/6/2051	(b)	3.00%	101,250.00
96	Loan	129,018.46	1/8/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	1/8/2052	(b)	3.00%	96,763.85
97	Loan	135,000.00	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2052	(b)	3.00%	101,250.00
98	Loan	135,000.00	4/26/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/26/2052	(b)	3.00%	101,250.00
99	Loan	57,698.95	4/26/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/26/2017	(b)	2.00%	43,274.21
100	Loan	60,000.00	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2017	(b)	2.00%	30,000.00
101	Loan	134,990.95	7/31/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/31/2052	(b)	3.00%	101,243.21

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
102	Loan	135,000.00	10/30/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/30/2051	(b)	3.00%	101,250.00
103	Loan	59,833.50	11/28/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/28/2051	(b)	2.00%	29,916.75
104	Loan	127,466.95	9/7/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/7/2051	(b)	3.00%	101,973.56
105	Loan	134,941.95	7/12/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/12/2051	(b)	3.00%	107,953.56
106	Loan	134,343.95	4/3/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/3/2052	(b)	3.00%	114,192.36
107	Loan	135,000.00	9/13/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/13/2052	(b)	3.00%	108,000.00
108	Loan	134,910.00	12/18/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/18/2052	(b)	3.00%	114,673.50
109	Loan	60,000.00	7/9/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/9/2019	(b)	2.00%	48,000.00
110	Loan	52,903.19	8/9/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/9/2019	(b)	2.00%	42,322.55
111	Loan	135,000.00	11/3/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/3/2054	(b)	3.00%	108,000.00

Footnotes:

(a) At the conclusion of the 10 year time period from the date the loan was issued, the accrued interest is deemed paid in full by the owner/borrower and the indebtedness secured by the Note is the principal amount only.

(b) Note Amount is deferred and forgiven at the end of the Affordability Period unless and except and Event of Acceleration requires the loan to become due and payable.

Exhibit E - Rents/Operations

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which they payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent/operation is associated with (if applicable)
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a/ May include revenues from rents, operation of properties, residual receipt payments from developers, conditional grant repayments, costs savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit F - Rents

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which the payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent is associated with (if applicable)
1									
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a/ May include rents or home loan payments.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit G - Deferrals

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Purpose for which funds were deferred	Fiscal year in which funds were deferred	Amount deferred	Interest rate at which funds were to be repaid	Current amount owed	Date upon which funds were to be repaid
1	SERAF payments pursuant to HSC Sections 33690(c)(1)	2009-10	5,988,407.00	0%	1,152,737.00	6/30/2015
2	SERAF payments pursuant to HSC 33690.5(c)(1)	2010-11	1,232,907.00	0%	1,232,907.00	6/30/2016
3	See footnote (a) below.	2010-11	11,844,747.00	4.50%	11,287,738	10 Years Ending Sept 2010

Footnotes:

(a) On September 22, 2010, the former Redevelopment Agency documented a real estate transaction that effectively resulted in the creation of a $11,844,747 loan amount due from the Agency's non-housing Tax Increment Fund to the Agency's Low-Mod Housing Fund. In accordance with California Redevelopment Law, if a redevelopment purchased land using Low-Mod Housing Funds originally intended for the development of affordable housing, but ultimately determined that the land was not suitable for affordeable housing, the redevelopment agency was required to repay the Low-Mod Housing Fund. This loan receivable has been appropriately reported to the California Department of Housing & Community Development (HCD) as part of the former Agency's 2010-11 annual HCD reporting requirements. The Agency initially purchased a 22.9 acre site from Vulcan Materials using 78.725% Housing Fund monies and 21.275% non-housing funds for a total purchase price of $10,201,126 ($8,030,825 + $2,170,301). The Agency intended to develop housing on an area of the site consistent with the percentage of Housing Funds invested. After further contemplation by the Agency Board and understanding the fact that the site is predominately surrounded by industrial sites as well as a railway line that experienced a derailment, causing debris to spill into the site, the Agency Board changed direction on the use of the site. Instead, it marketed the site for industrial uses, which resulted in attracting a low-impact, more appropriate use of the site for development of an industrial/office building.

The Disposition and Development Agreement (DDA) between the Agency and the developer/operator required the operator to pay the Agency $15,046,000 for the site. The fair market value of the site at the time of the sale was determined at $18,460,000, based on a February 24, 2009 appraisal by Parkcenter Realty Advisors, but higher than the reuse value developed by Keyser Marston Associates, Inc. of $14,911,000. As such, the land write-down was booked and attributed 100% to the Agency's non-housing funds, keeping the Low-Mod Housing Fund whole through a loan from the Agency's non-housing Tax Increment Fund to the Low-Mod Housing Fund requiring the repayment to the Housing Fund of the entire appraised fair market value of the site as DDA payments are made by the operator.

DDA payments to the Agency's non-housing fund and Low-Mod Housing Fund per the DDA is on an installment basis, with $677,070 ($533,023 Housing + $144,047 Non-housing) as the down payment and $14,368,930 ($11,311,724 Housing + $3,057,206 Non-housing) through the Agency Note, having a term of 10 years at 4.50% interest. Through the payments from the Agency Note, the Low-Mod Housing Fund will ultimately be re-paid a total of $16,067,301 (unless repaid sooner), which represents its entire interest in the site, based on the appraised value described above, plus accrued interest per the Agency Note.

APPENDIX 3: REPORT PURSUANT TO HEALTH AND SAFETY CODE SECTION 34176.1

Health and Safety Code Section 34176.1 requires successor housing entities to prepare an annual report detailing compliance with new expenditure limitations and other information ("Housing Successor Compliance Report" or "SB 341 Report"), including:

- Amounts deposited into the LMIHAF;
- Statement of the balance of the LMIHAF;
- Description of expenditures by category;
- Statutory value of real property;
- Description of transfers;
- Description of projects that receive funding through the Successor Agency's Recognized Obligation Payment Schedule (ROPS);
- Status of properties pursuant to a five-year disposition period;
- Update on inclusionary and replacement housing obligations;
- Compliance with five-year expenditure obligations;
- Percentage of senior deed-restricted units; and
- Amount of excess surplus.

Additionally, the report must include an inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants, restrictions, or an adopted program that protects the former redevelopment agency's investment of LMIHAF moneys.

Authority staff is in the process of auditing its financials and other information. The Housing Successor Compliance Report for the 2021-22 Fiscal Year will be prepared under separate cover for submission to HCD by the end of 2022.

APPENDIX 4: 2024 LOS ANGELES COUNTY MAXIMUM RENTAL HOUSING COST LIMITS

			Acutely Low-Income		Extremely Low-Income		Very Low-Income		Low-Income			Moderate-Income		
Median Income	Number of Persons	Bedrooms	Qualifying Income Limit	Max. Rent *30% X 15%*	Qualifying Income Limit	Max. Rent *30% X 30%*	Qualifying Income Limit	Max. Rent *30% X 50%*	Qualifying Income Limit	Maximum Rent Range *30% X 60%*	*30% X 80%*	Qualifying Income Limit	Maximum Rent Range *30% X 110%*	*30% X 120%*
	H&S Code 50052.5 (h)		*H&S Code 50053.(b)(1)*		*H&S Code 50053.(b)(2)*		*H&S Code 50053.(b)(3)*		*H&S Code 50053.(b)(4)*			*H&S Code 50053.(b)(5)*		
$68,750	One	Studio	$10,350	$258	$29,150	$516	$48,550	$859	$77,700	$1,031	$1,943	$82,500	$1,891	$2,063
$78,550	Two	One	$11,800	$295	$33,300	$589	$55,450	$982	$88,800	$1,178	$2,220	$94,300	$2,160	$2,358
$88,400	Three	Two	$13,300	$332	$37,450	$663	$62,400	$1,105	$99,900	$1,326	$2,498	$106,050	$2,431	$2,651
$98,200	Four	Three	$14,750	$368	$41,600	$737	$69,350	$1,228	$110,950	$1,473	$2,774	$117,850	$2,701	$2,946
$106,050	Five	Four	$15,950	$398	$44,950	$795	$74,900	$1,326	$119,850	$1,591	$2,996	$127,300	$2,916	$3,183
$113,900	Six	Five	$17,100	$427	$48,300	$854	$80,450	$1,424	$128,750	$1,709	$3,219	$136,700	$3,132	$3,418
$121,750	Seven	Six	$18,300	$457	$51,600	$913	$86,000	$1,522	$137,600	$1,826	$3,440	$146,150	$3,348	$3,654
$129,600	Eight	Seven	$19,450	$486	$54,950	$972	$91,550	$1,620	$146,500	$1,944	$3,663	$155,550	$3,564	$3,889

IRWINDALE CITY COUNCIL CHAMBERS **SEPTEMBER 11, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **9:32 P.M.**

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

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

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Theresa Olivares, Assistant Executive Director; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Vice Chair Burrola, seconded by Board Member Breceda, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 39A
MINUTES OF THE MEETING HELD JULY 24, 2024

MINUTES OF THE MEETING HELD JULY 24, 2024

The minutes of the meeting held July 24, 2024, were approved as presented.

ITEM NO. 39B
2024 THIRD QUARTER MINING REPORT OF NINE (9) SMARA PITS

2024 THIRD QUARTER MINING REPORT OF NINE (9) SMARA PITS

The report was received and filed.

SPONTANEOUS COMMUNICATIONS There were no speakers.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 9:33 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Chair and Members of the Reclamation Authority Board

From: Julian A. Miranda, Executive Director

Issue: 2024 Fourth Quarter Mining Report of Nine (9) SMARA Pits

Executive Director's Recommendation:

Receive and file this report.

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering / Building Official

Prepared by:

Francisco Carrillo, Construction Compliance Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

The following table summarizes the 2024 fourth quarter estimated mining production of five (5) pits governed by the Surface Mining and Reclamation Act of 1975 (SMARA Pits) currently conducting mining activity in the City.

Mine Site	Estimated Production September 2024 through November 2024 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	351,965	48,853,786
Peck Road Gravel Pit	No Production	93,000
Vulcan Reliance I	No Production	21,111,988
Vulcan Durbin	473,178	26,855,328
Olive Pit	539,019	25,168,496

A total of approximately *1,364,162 tons* of material were produced during the reporting period, September 2024 through November 2024, from the five (5) SMARA Pits listed above. This is approximately *10,577 tons* more than reported in the previous quarter.

Below is a summary of the fourth quarter and current activity of the remaining four (4) SMARA Pits in the City.

Mine Site	Status	Activity
United Pit No. 2	Under Reclamation	Fill Operations for Mine Reclamation
United Pit No. 3	Under Reclamation *	Fill and Operations Plan (FOP) Review
United Pit No. 4	Active	Processing Plant
Azusa Western Pit	Idle (IMP)	Inactive

* United Pit No. 3 decided to initiate reclamation. A submittal of an FOP to acquire a remediation/grading permit is currently under review. Thus, no further production will be pursued and the IMP that was under review is now void.

During the fourth quarter of the 2024 reporting period, reclamation activity was reported from three (3) SMARA Pits. Following is a summary of the reclamation activity at these three SMARA Pits:

Mine Site	Estimated Fill Placed September 2024 through November 2024 (C.Y.)
Lehigh Hanson Pit	No fill placed this quarter
United Pit No. 2	144,267.33
Vulcan Durbin Pit	103,386

As to the status of the city-owned Olive Pit, CA Mine ID # 91-19-0052:

The design of the traffic signal at the intersection of Azusa Canyon Road and Los Angeles Street remains at 90% completion. The granting and acquisition of the easements (one easement located on the easterly property and the other on the southeast property of the intersection) are in final stages of negotiations with the private owners, draft deed easement and or easement agreement documents are under review.

Fiscal Impact:

None

Attachments:

None

Item #44.C.

City of
IRWINDALE
AGENDA REPORT

Date: December 11, 2024

To: Honorable Chair and Members of the Reclamation Authority Board

From: Julian A. Miranda, Executive Director

Issue: Investment Quarterly Report for Fiscal Quarter Ending September 30, 2024

Executive Director's Recommendation:

Receive and file the Investment Quarterly Report for the fiscal quarter ending September 30, 2024.

Administrative Action:

Submitted/Prepared/Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments (Investment Report) to the City Council/Board Members for review and compliance with the City's adopted investment policy (City Investment Policy).

The City's Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority. The Reclamation Authority's funds are included in the City's cash and investment balances. The Investment Report for the quarter ending September 30, 2024, was presented to the City Council, Housing Authority, and Successor Agency Board on October 23, 2024. The Reclamation Authority Board was not scheduled to meet on that date, and therefore it is appropriate to present the same Quarterly Investment Report to the Reclamation Authority during their next regularly scheduled meeting.

The attached Investment Report summarizes the cash balances and investments as of September 30, 2024, for each agency. The City of Irwindale balance includes investments of all funds of the City and its agencies, including the Reclamation Authority, which are pooled to maximize the interest yield. The cash balances in the general and money market accounts also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

Fiscal Impact:

There is no fiscal impact of receiving and filing this report.

Attachments:

1. Investment Quarterly Report for - September 30, 2024

CITY OF IRWINDALE
INVESTMENT REPORT
September 30, 2024

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BMO & WF GENERAL ACCOUNTS	$ 6,418,143	2.01%			$ 6,418,143	
WF MONEY MARKET ACCOUNT	$ 2,339,631	5.03%			$ 2,339,631	
LOCAL AGENCY INVESTMENT FUND (LAIF)	$ 23,039,667				23,087,153	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	$ 5,000,000	0.52%	07/28/21	01/28/25	$ 4,928,516	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,868,121	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,857,005	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,763,666	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,772,930	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,741,733	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,773,577	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	3.42%	08/29/22	11/15/24	995,420	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	3.45%	08/29/22	12/27/24	991,535	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	3.28%	08/29/22	02/22/27	956,656	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	2,000,000	5.25%	10/20/23	10/18/28	2,000,797	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	5.23%	11/28/23	10/11/24	1,000,149	Aaa / AA+
FEDERAL FARM CREDIT Bank (FFCB)	1,000,000	4.94%	11/28/23	07/28/25	1,007,626	Aaa / AA+
FEDERAL HOME LOAN MORTGAGE CORPORATION	1,000,000	5.22%	12/13/23	11/15/28	999,328	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	4.91%	12/18/23	12/12/28	1,007,059	Aaa / AA+
Sub-Total US Government Agencies:	$ 42,000,000				$ 40,664,117	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	1,000,000	4.30%	01/09/23	10/01/26	1,034,206	Aa2 / AA-
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA	1,000,000	4.22%	02/09/23	08/01/26	973,156	Aa1 / AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.00%	04/26/23	04/01/28	991,912	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	3.90%	05/17/23	05/15/27	935,665	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.48%	07/13/23	04/01/28	991,912	Aa2 / AA-
CITY OF LOS ANGELES	2,190,000	4.85%	09/28/23	09/01/28	2,015,937	Aa2 / AA
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY	1,600,000	4.69%	12/01/23	06/01/28	1,522,142	Aa3 / AA-
CALIFORNIA STATE UNIVERSITY	2,000,000	4.45%	12/08/23	11/01/28	1,818,095	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,320,000	4.79%	01/11/24	06/01/27	1,313,809	A / A2
WEST CONTRA COSTA CALIFORNIA SCHOOL DISTRICT	1,000,000	4.10%	01/18/24	08/01/27	938,248	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,000,000	4.78%	01/11/24	06/01/28	997,040	A / A2
ALAMEDA COUNTY CALIFORNIA TAXABLE BONDS	1,000,000	4.05%	01/18/24	08/01/28	993,765	Aaa / AAA
SAN JOSE REDEVELOPMENT AGENCY TAXABLE	1,390,000	4.36%	02/12/24	08/01/28	1,354,060	AA/AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.74%	04/19/24	02/01/28	936,455	Aa2 / AA-
CALIFORNIA STATE TAXABLE	1,000,000	4.73%	04/19/24	04/01/29	969,698	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	4.40%	07/01/24	07/01/29	986,070	Aa2 / AA
CITY OF LOS ANGELES	2,000,000	4.50%	07/09/24	09/01/27	2,125,274	Aa2 / AA
CITY OF LOS ANGELES	1,000,000	3.70%	09/03/24	09/01/29	1,105,850	Aa2 / AAA
CALIFORNIA STATE TAXABLE	1,000,000	3.75%	09/03/24	09/01/29	1,061,780	Aa2 / AA-
Sub-Total Municipal Bonds:	$ 23,500,000				$ 23,065,076	
CORPORATE BONDS						
WELLS FARGO & COMPANY	$ 2,000,000	6.25%	10/21/22	10/21/27	$ 2,024,113	A1 / BBB+
TOYOTA MOTOR CREDIT CORPORATION	1,000,000	5.00%	11/10/22	10/16/25	965,373	A1 / A+
JP MORGAN CHASE BANK	1,000,000	6.05%	12/14/23	12/10/25	992,399	A1 / A-
BANK OF AMERICA CORPORATION	2,000,000	5.08%	12/19/23	01/20/27	2,016,132	A1 / A-
APPLE, INC.	1,500,000	4.25%	02/02/24	02/08/26	1,437,885	Aaa / AA+
APPLE, INC.	1,500,000	4.10%	02/02/24	02/09/27	1,486,113	Aaa / AA+
MICROSOFT CORPORATION	1,000,000	4.30%	02/06/24	09/15/26	992,440	Aaa / AAA
INTEL CORPORATION	1,000,000	4.40%	02/06/24	05/11/27	966,411	A2 / A
WALMART, INC	1,000,000	4.25%	02/12/24	04/15/28	1,004,457	Aa2 / AA
3M COMPANY	1,000,000	4.80%	02/12/24	09/14/28	982,805	A1 / BBB+
	$ 13,000,000				$ 12,868,127	
CERTIFICATES OF DEPOSIT						
UBS BANK USA	$ 245,000	3.40 %	08/31/22	09/02/25	$ 243,609	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35 %	08/31/22	09/02/25	243,397	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	242,974	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	242,623	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	242,623	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	242,894	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	242,619	FDIC Insured
MEDALLION BANK	245,000	3.25 %	09/07/22	09/08/25	243,287	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	244,045	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	242,605	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	242,605	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	242,946	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	241,922	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	242,614	FDIC Insured
FIRST WESTERN TRUST BANK	245,000	4.55 %	01/06/23	01/06/28	245,199	FDIC Insured
PARK STATE BANK	245,000	4.45 %	07/19/23	07/19/28	257,997	FDIC Insured
DISCOVER BANK	245,000	4.55 %	07/19/23	07/17/28	258,897	FDIC Insured
COMENITY CAPITAL BANK	245,000	4.45 %	07/26/23	07/26/28	252,475	FDIC Insured
FIDELITY CO-OPERATIVE BANK	245,000	5.25 %	07/28/23	07/28/28	245,125	FDIC Insured
BANK HAPOALIM BM NY	245,000	5.30 %	11/20/23	05/20/25	246,303	FDIC Insured
BANK OF AMERICA, N.A.	245,000	5.30 %	11/22/23	11/24/25	248,734	FDIC Insured
SAUK VALLEY BANK & TRUST	245,000	5.00 %	11/22/23	11/24/25	247,982	FDIC Insured
BMW BANK NORTH AMERICA	245,000	4.90 %	11/17/23	11/17/28	257,339	FDIC Insured
TRUSTAR BANK	245,000	4.75 %	11/22/23	11/22/28	256,172	FDIC Insured
STATE BANK INDIA	245,000	5.00 %	11/24/23	11/24/28	261,263	FDIC Insured
HENDERSON STATE BANK	245,000	5.00 %	11/28/23	11/28/25	248,121	FDIC Insured
CROSSFIT BANK	245,000	5.20 %	04/05/24	01/06/25	245,238	FDIC Insured
US BANK NA CINCINNATI	245,000	5.00 %	04/05/24	04/06/26	245,037	FDIC Insured
TEXAS EXCHANGE BANK	245,000	5.10 %	04/05/24	04/05/29	245,356	FDIC Insured
Sub-Total Certificates of Deposit:	$ 7,105,000				$ 7,162,000	
SUPRANATIONALS						
INTERNATIONAL FINANCE CORPORATION	1,000,000	4.36%	04/05/24	03/27/29	$ 1,029,847	Aaa / AAA
Sub-Total Supranationals:	$ 1,000,000				$ 1,029,847	
Total City of Irwindale Investments (Pooled Funds):	**$118,402,440**				**$ 116,634,094**	
HOUSING AUTHORITY (Funds 11 & 12)						
BMO & WF GENERAL ACCOUNTS	$ 1,239,731	2.01%			$ 1,239,731	
LOCAL AGENCY INVESTMENT FUND (LAIF)	6,002,440	0.00%			6,014,812	
	$ 7,242,171				$ 7,254,542	
SUCCESSOR AGENCY (Funds 50-66)						
BMO & WF GENERAL ACCOUNTS	$ 1,076,397	2.01%			$ 1,076,397	
BANK OF THE WEST MONEY MARKET ACCOUNT	0				0	
LOCAL AGENCY INVESTMENT FUND (LAIF)	2,465,214	0.00%			2,470,295	
	$ 3,541,611				$ 3,546,692	
GRAND TOTAL OF INVESTMENTS	**$129,186,222**				**$ 127,435,328**	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 12, 2024.
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 **2.57** years, and the weighted average yield of the City's pooled investment at cost is **2.28%**. Market prices of securities are obtained directly through Bank Statements. Due to timing, BMO Bank (formerly known as Bank of the West) and Wells Fargo Bank ("WF") General Account balances are combined and pre-reconciled and yield rates are based on negotiated earnings credit.

Approved by K. Borhani

Kambiz Borhani, Finance Director / City Treasurer