CITY OF IRWINDALE

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

NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

March 12, 2025

SPECIAL MEETING – 5:30 PM
REGULAR MEETING – 6:00 PM

LARRY G. BURROLA - Mayor

H. MANUEL ORTIZ - Mayor Pro Tem

ALBERT F. AMBRIZ - Councilmember

MARK A. BRECEDA - Councilmember

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

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. RECESS TO CLOSED SESSION

A. 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
**Housing Authority Item*

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
**City Item*

Property: 16336 Arrow Highway
Agency Negotiator: Julian A. Miranda, City Manager
Negotiating Parties: Grainger, Linette Trust; Linette Grainger
Under Negotiation: Price and terms of payment
**City Item*

6. RECONVENE IN OPEN SESSION

7. REPORT FROM CLOSED SESSION

8. ADJOURNMENT

REGULAR MEETING

9. CALL TO ORDER

10. PLEDGE OF ALLEGIANCE

11. INVOCATION

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

13. AB 2449 DISCLOSURES

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

14. CHANGES TO THE AGENDA

15. COUNCIL MEMBER TRAVEL REPORTS

16. COUNCILMEMBER COMMENTS

17. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

A. Introduction of Community Development Office Specialist Cynthia Largaespada

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Foothill Goldline Glendora to Pomona Substantial Completion video

B. Presentation by Valley County Water District - Ensuring Water Safety and Reliability

C. Proclamation proclaiming Red Cross Month

19. CONSENT CALENDAR

A. Minutes of the Special and Regular Meetings of January 22, 2025, and the Special Meeting of February 4, 2025
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve.

C. Irwindale Gateway Specific Plan
Department: Community Development

Recommendation:

City Manager's Recommendation : That the City Council consider the Planning Commission's Resolutions Nos. 834(24), 835(24), 836(24), 837(24), and 838(24) recommending the City Council certify the FEIR and approve the proposed Irwindale Gateway Specific Plan and associated entitlements; and:

1. Adopt Resolution No. 2025-01-3589, entitled "A RESOLUTION OF THE city council of the CITY OF IRWINDALE (1) CERTIFYing THE ENVIRONMENTAL IMPACT REPORT, STATE CLEARING HOUSE (SCH# 2023020290); (2) ADOPTing THE FINDINGS REQUIRED BY CEQA GUIDELINES, SECTION 15091; (3) ADOPTing THE PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM; AND (4) ADOPTing A STATEMENT OF OVERRIDING CONSIDERATIONS, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE IRWINDALE GATEWAY SPECIFIC PLAN";

2. Adopt Resolution No. 2025-02-3590, entitled "A RESOLUTION OF THE city council OF THE CITY OF IRWINDALE AMENDing THE COMMUNITY DEVELOPMENT ELEMENT AND LAND USE PLAN MAP OF THE CITY'S GENERAL PLAN (GPA NO. 02-2022) FROM REGIONAL COMMERCIAL TO SPECIFIC PLAN FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNs: 8532-002-046 AND 8532-002-047) AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF";

3. Introduce Ordinance No. 787, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING ZONE ORDINANCE AMENDMENT NO. 02-2023 to add irwindale gateway SPECIFIC PLAN to title 17 of the irwindale municipal code (imc), DEFINING permitted uses, regulating the sizes and locations of buildings, specifying design GUIDELINES and development standards, addressing mobility and connectivity topics, identifying project infrastructure and services, and providing administrative and implementation language for property located at 13620 live oak lane, irwindale, ca (APNs: 8532-002-046 AND 8532-002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)";

4. Introduce Ordinance No. 788, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE MODIFYING THE CITY OF IRWINDALE ZONING MAP (ZONE CHANGE NO. 02-2022) FROM M-2 (HEAVY MANUFACTURING) TO IRWINDALE GATEWAY SPECIFIC PLAN for property located at 13620 LIVE OAK LANE, IRWINDALE, CA (APNs: 8532-002-046 AND 8532-002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)"; and

5. Adopt Resolution No. 2025-05-3593, entitled "A RESOLUTION OF THE city council of the city of irwindale APPROVing TENTATIVE PARCEL MAP NO. 83854 TO CREATE SEVEN (7) PARCELS FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-04) in the M-2 (HEAVY Manufacturing) Zone SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF."

D. Award Professional Services Contract for Annual Audit Services
Department: Finance

Recommendation: Approve a contract with LSL, LLP to provide annual audit services for five years.

E. Adopt Resolutions of Intent to Amend the Contract Between CalPERS and the City of Irwindale to Implement a Pension Cost Share Provision for Unrepresented Management and Executive Employees
Department: Human Resources

Recommendation: (1) **Adopt Resolution No. 2025-20-3605** entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RELATING TO CALPERS RETIREMENT COST-SHARING UNDER GOVERNMENT CODE SECTION 20516 BY UNREPRESENTED MANAGEMENT EMPLOYEES” and (2) **Adopt Resolution No. 2025-19-3607** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RELATING TO CALPERS RETIREMENT COST-SHARING UNDER GOVERNMENT CODE SECTION 20516 BY UNREPRESENTED EXECUTIVE EMPLOYEES."

F. Los Angles County Department of Public Health – Public Health Services Agreement
Department: Administration

Recommendation: That the City Council approve the Los Angles County Department of Public Health – Public Health Services Agreement and authorize the City Manager to execute the agreement on behalf of the City.

G. Out of State Travel to the International Council of Shopping Centers Conference in Las Vegas, Nevada for City Council and City Staff
Department: Administration

Recommendation: **Adopt Resolution No. 2025-25-3613** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE OUT OF STATE TRAVEL TO THE 2025 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA FOR THREE CITY COUNCILMEMBERS AND TWO STAFF MEMBERS" reading by title only and waiving further reading thereof.

H. Adopting Irwindale's Energy Resilience Action Plan
Department: Public Services

Recommendation: **Adopt Resolution No. 2025-24-3612** entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING IRWINDALE’S ENERGY RESILIENCE ACTION PLAN (ERAP) AND AUTHORIZING THE MAYOR TO SIGN THE ERAP COMMITMENT LETTER”.

I. Approval of Lease of City's Water Production Rights for FY2024/2025
Department: Public Services

Recommendation: Approve and authorize the City Manager to sign the First Extension of Temporary Assignment or Lease of Water Rights with Valley County Water District for Fiscal Year 2024/2025.

J. Declaration of Surplus Vehicles, Equipment, and Miscellaneous Items
Department: Public Services

Recommendation: **Adopt Resolution No. 2025-22-3610** entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DELCARING VEHICLES, EQUIPMENT, AND MISCELLANEOUS ITEMS AS SURPLUS AND AUTHORIZING DISPOSITION OF THE SURPLUS VEHICLES, EQUIPMENT, AND MISCELLANEOUS ITEMS”.

K. Approve Contract Extension to the 4th of July Fireworks Spectacular Show
Department: Public Services

Recommendation: Approve and authorize the City Manager to sign the contract extension for the July 4th Fireworks Spectacular Show.

L. Award of as-needed civil engineering, subdivision map review, and land surveying services contract
Department: Engineering

Recommendation:
Authorize the City Manager to execute an agreement with Coory Engineering for As-Needed Civil Engineering, Subdivision Map Review, and Land Surveying Services for an amount not-to-exceed $250,000.

20. 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

21. NEW BUSINESS

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

A. Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024
Department: Finance

Recommendation: Receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2024.

B. Mid-Year Financial Review and Adjustments to the FY 2024-2025 Budget
Department: Finance

Recommendation: That the City Council and Reclamation Authority Board **adopt Resolutions No. 2025-26-3614** and **RA 2025-04-043**, respectively, entitled: "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE IRWINDALE RECLAMATION AUTHORITY BOARD APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2024-2025".

C. Request for Speed Humps Installation on Hidalgo Street and Martinez Street Update
Department: Engineering

Recommendation: (1) Receive and file this update; (2) Discuss and approve Option 2 regarding the construction of the speed humps on Hidalgo Street.

22. PUBLIC HEARINGS

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

23. CITY MANAGER'S REPORT

24. 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.

25. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

26. AB 2449 DISCLOSURES

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

27. CONSENT CALENDAR

A. Minutes of the Regular Meeting of January 22, 2025
Department: City Clerk

Recommendation: Approve

B. Award Professional Services Contract for Annual Audit Services
Department: Finance

Recommendation: Approve the extension of the existing contract with LSL, LLP to provide annual audit services for five additional years.

28. 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.

29. NEW BUSINESS

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

A. Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024
Department: Finance

Recommendation: Receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2024.

30. PUBLIC HEARINGS

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

31. ADJOURN

HOUSING AUTHORITY

32. AB 2449 DISCLOSURES

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

33. CONSENT CALENDAR

A. Award Professional Services Contract for Annual Audit Services
Department: Finance

Recommendation: Approve the extension of the existing contract with LSL, LLP to provide annual audit services for five additional years.

B. **Resolution No. HA 2025-02-146**, entitled "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2025, FIREWORKS DISPLAY SPECTACULAR EVENT".
Department: Public Services

Recommendation: **Adopt Resolution No. HA 2025-02-146**, entitled "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2025, FIREWORKS DISPLAY SPECTACULAR EVENT" by title only, with further reading waved.

34. 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.

35. NEW BUSINESS

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

A. Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024
Department: Finance

Recommendation: Receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2024.

36. PUBLIC HEARINGS

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

37. 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.

38. AB 2449 DISCLOSURES

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

39. CONSENT CALENDAR

A. Minutes of the Regular Meeting Held December 11, 2024
Department: City Clerk

Recommendation: Approve

B. Investment Quarterly Report for Fiscal Quarter Ending December 31, 2024
Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for the fiscal quarter ending December 31, 2024.

C. 2025 1st Quarter Mining Report of Nine (9) SMARA Pits
Department: Engineering

Recommendation: Receive and file this report.

D. Award Professional Services Contract for Annual Audit Services
Department: Finance

Recommendation: Approve the extension of the existing contract with LSL, LLP to provide annual audit services for five additional years.

40. 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.

41. NEW BUSINESS

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

A. Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024
Department: Finance

Recommendation: Receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2024.

B. Mid-Year Financial Review and Adjustments to the FY 2024-2025 Budget
Department: Finance

Recommendation: That the City Council and Reclamation Authority Board **adopt Resolutions No. 2025-26-3614** and **RA 2025-04-043**, respectively, entitled: "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE IRWINDALE RECLAMATION AUTHORITY BOARD APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2024-2025".

42. PUBLIC HEARINGS

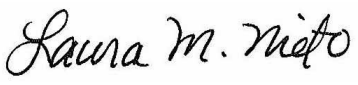
At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

43. 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

March 12, 2025, be posted at the City Hall, Library, and Post Office on March 6, 2025.



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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **JANUARY 22, 2025**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **5:15 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 Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia, Mayor Pro Tem H. Manuel Ortiz; Mayor Larry G. Burrola

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 5:17 p.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: Performance evaluation was conducted; no reportable action.

RECONVENE IN OPEN SESSION At 6:11 p.m., the City Council reconvened in Open Session.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 6:11 p.m.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **JANUARY 22, 2025**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:12 P.M.**

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

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

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 noted an update to Item No. 20H and noted that an amendment and appropriation from the General Fund Reserve would not be needed.

COUNCILMEMBER TRAVEL REPORTS None.

COUNCILMEMBER COMMENTS None.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

ITEM NO. 17A
INTRODUCTION OF OFFICE SPECIALIST SASHA FUENTES

INTRODUCTION OF OFFICE SPECIALIST SASHA FUENTES

Assistant City Manager Olivares introduced Office Specialist Sasha Fuentes.

ITEM NO. 17B
INTRODUCTION OF ASSOCIATE PLANNER MARIO ARRELLANO

INTRODUCTION OF ASSOCIATE PLANNER MARIO ARRELLANO

Director Simpson introduced Associate Planner Mario Arrellano.

ITEM NO. 17C
INTRODUCTION OF ASSISTANT PLANNER JARROD PALMER

INTRODUCTION OF ASSISTANT PLANNER JARROD PALMER

Director Simpson introduced Assistant Planner Jarrod Palmer.

ITEM NO. 17D INTRODUCTION OF ENGINEERING TECHNICIAN MIGUEL JIMENEZ	INTRODUCTION OF ENGINEERING TECHNICIAN MIGUEL JIMENEZ
	Director Chan introduced Engineering Technician Miguel Jimenez.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ITEM NO. 18A RECOGNITION OF OUTGOING CITY COMMISSIONERS	RECOGNITION OF OUTGOING CITY COMMISSIONERS
	Former Senior Commissioner Patricia Gonzales & Parks & Recreation Commissioner Belen Zepeda (not in attendance) were recognized.

PUBLIC HEARINGS

ITEM NO. 19A IRWINDALE GATEWAY SPECIFIC PLAN	IRWINDALE GATEWAY SPECIFIC PLAN
CITY MANAGER MIRANDA	City Manager Miranda introduced the item.
SENIOR PLANNER JONES	Senior Planner Jones presented the report and summarized the information presented at the previous Council meeting.
JOANNE HATFIELD	Joanne Hatfield, Principal with Placeworks and the Project Manager for the project Environmental Impact Report (“EIR”), provided an overview on CEQA and her approach on the EIR. She advised that the report was not prepared to favor one viewpoint over another, and made a PowerPoint presentation on her CEQA processes, impacts, and findings.
STEVE BUSH	Steve Bush with Placeworks spoke on his evaluation of emergency situations that could occur should there be a thermal runaway event at the battery facility that could lead to the release of toxic gasses from the combustion.
JEFF DREITLY	Jeff Dreitly, the project applicant, spoke on old BESS technology vs. new, spoke on the process to date, and addressed safety facts and the benefits this project would present to the City. He noted that this same information was presented to the Planning Commission in November.
OPEN PUBLIC HEARING	At 7:24 p.m., Mayor Burrola opened the Public Hearing.

DENA ZEPEDA — Dena Zepeda stated that residents are not in favor of the project and stated that it would cause residents to suffer additional illnesses.

ROBERT DIAZ — Robert Diaz said that the project has not been determined to be safe, asked about particulate matter and techniques used by firefighters to put out fires, expressed concern about air quality impacts and potential freeway lane closures caused by structure fires, stated that the project goes against the City's General Plan, takes power from the City, and suggested that the City disapprove the Specific Plan and instead consider implementing an assessment district.

WILLIAM KURT — William Kurt spoke in favor of approving the project since the structure would be built by union members.

FRED BARBOSA — Fred Barbosa stated that commercial zoning for the subject area would not work, stated that problems at other BESS facilities were caused by issues with older technology, and stated that the opposition to the project is caused by fearmongering and not by actual science. He urged the Council to approve the project.

RAMON MENDOZA — Ramon Mendoza with the sprinkler-fitters union spoke in favor of the project due to the project labor agreement.

CARMEN ROMAN — Carmen Roman stated that residents are concerned about the safety of the project and suggested conducting EIRs for each of the two options presented. She claimed that residents were not given the opportunity to voice their concerns at public meetings. She also mentioned a flyer she received in the mail which she believed to be propaganda. She stated that residents that oppose the project are prepared to take their concerns to the state level and suggested that the project benefits do not outweigh residents' health.

RENE PALACIOS — Rene Palacios with Local 433 strongly urged the Council to approve the project due to its project labor agreement.

EDDIE ALVAREZ — Eddie Alvarez with the Los Angeles / Orange County Building Construction Aid Council encouraged approval of the project since it would make Irwindale a leader in clean energy, strong economic impact, and its related project labor agreements, which would cut down on traffic and smog.

JEFF DREITLY — In response to a previous speaker's comment, Jeff Dreitly advised that his company has not drafted a development agreement since that would be a task undertaken by the City. He also indicated that the certification of the EIR and the adoption of the Specific Plan would not signal the final approval of the BESS project.

BRIAN FINK — Brian Fink, a retired Battalion Chief from New York, spoke on his experience with BESS projects and advised that he trains firefighters on how to respond to facility emergencies. He advised that new BESS facilities have become much safer in comparison to previous facilities and stressed that the smoke that comes from BESS container fires are no different from housefires. He added that the proposed site is one of the best sites he's seen anywhere for this type of project.

DENA ZEPEDA — Dena Zepeda stated that income is more important to the project developers than the lives of residents and indicated that residents fear for their lives due to this project.

CARMEN ROMAN — Carmen Roman alleged that the Fire Battalion has not reached out to local fire departments to train them on how to put out BESS fires. She also stated that Irwindale residents already have jobs and would not benefit from the jobs created by the project.

ROBERT DIAZ — Robert Diaz stated that no mention has been made about the water table near the Hanson site and wondered whether it would be contaminated should there be a BESS fire.

BRIAN FINK — Fire Battalion Chief Brian Fink addressed a previous comment and advised that he has trained Los Angeles County Fire Department crews and noted that this location would also receive said training. Regarding water and soil contamination, he advised that soil and groundwater has been tested and resulted in zero levels of toxins.

RENE SAPIEN — Rene Sapien worried that the subject site could become a target for a terrorist attack and claimed that the project investors are ultra wealthy and, as such, the City should receive billions in income from the project.

LINDA MAREZ — Linda Marez stated that, even if there is a 1% chance that something could go wrong with the facility, that would be enough to avoid developing it, since the residents would be the ones to bear the consequences.

JOE SULLIVAN — Joe Sullivan, with the National Electrical Contractors Association of Greater Los Angeles, spoke in support of the project since it is necessary for energy resilience, would help the state meet its energy goals, and would pay workers good wages.

ANONYMOUS — An anonymous individual spoke in support of approving the project.

MALENA — An individual identified as Malena wrote in opposition to the project due to environmental concerns.

GABBY SANCHEZ — Gabby Sanchez expressed her opposition to the project.

SUZANNE GOMEZ — Suzanne Gomez suggested supporting a different project for the site. She stated that the City of Acton is suing to stop any BESS type of project, Escondido has a moratorium on BESS projects, and Monterey Bay evacuated everyone within three miles due to toxic gasses from a BESS facility. She also questioned the interpretation of social justice as relates to the City and stated that the City should prepare to fight the state should it be necessary.

MICHAEL CACCIOTTI — Michael Cacciotti expressed his support for the BESS project. He stated that 30+ communities have invested in multiple large-scale solar projects, and none have experienced any safety issues and noted that the City of South Pasadena will form part of a Clean Power Alliance to create micro-grids over the next year, which would be needed to reduce pollution by adopting certain measures.

JACQUELINE FUENTES — Jacqueline Fuentes spoke against the project. She stated that these types of projects exploit vulnerable populations and noted that residents are already exposed to air pollution due to rock quarries.

GABBY SANCHEZ — Gabby Sanchez opposed the project and expressed concern over patients at City of Hope hospital and children in nearby schools.

CLOSE PUBLIC HEARING — There being no additional speakers, Mayor Burrola closed the public hearing at 8:21 p.m.

SENIOR PLANNER JONES — Senior Planner Brandi Jones made the following points and clarifications:

1) Members of the public were given several opportunities to voice their opinions; however, very few comments were actually received.
2) Members of the Fire Department have previously addressed concerns regarding air, soil, and water.
3) Regarding the desire to take the matter to the state, she noted that the state would likely accept the project with open arms.
4) With respect to the comment that the project would go against the General Plan, she advised that the General Plan designation is regional commercial, and a zoning designation does not currently exist that is compatible with regional commercial. She added that commercial zoning as described by Mr. Diaz would likely not work since most consumers prefer online shopping rather than visiting brick and mortar stores.
5) She advised that the Zoning ordinance would be revised and amended to include language regarding the specific plan.
6) A suggestion was made to have an assessment district so that the City is not responsible for any fees for improvements, to which she noted that the applicant is paying for the entire project and the City is not responsible for any construction fees.

7) She also advised that Placeworks is the City's consultant and that the City is the lead agency.
8) If the project is split, there would still only be a need for one EIR.
9) The General Plan was last updated in 2008, and the Housing Element was last updated in 2013, and there were no radical General Plan amendments during the time that Ms. Roman served on the Planning Commission.
10) A development agreement has not been submitted since a Specific Plan has not been approved.
11) The closest residents to the project would reside in Baldwin Park, and the closest Irwindale residents would reside on Alice Rodriguez Circle; no Irwindale residents would reside across the street from the proposed project.
12) With regard to employment opportunities, the project would offer employment to those in the general vicinity, not just Irwindale residents.
13) Regarding waiting for safer batteries in the future, she noted that new lithium batteries are safer than those from the past.
14) A dedicated website has been created that has lots of information available to members of the public. Copies of environmental documents can be found at City Hall, the Library, and the Community Development Department.
15) Regarding the concern that the site could be subject to a terrorist attack, staff sent this project to the Irwindale Police Department for review, which did not cite concerns.

JOANNE HATFIELD — Joanne Hatfield advised that comments from members of the public were included in the EIR. A notice of preparation was sent to public and responsible agencies as well as individuals residing within 500 feet of the project, and that their responses are in the report. Regarding the comment about particulates: the study showed that pollutant particulates were not urgent. As for the designation for a commercial overlay, this could not be accommodated without a major new analysis and recirculation of the EIR. With respect to the impacts to nearby facilities, the health risks were analyzed and found to be less than significant.

REOPEN PUBLIC HEARING — Mayor Burrola reopened the public hearing at 8:33 p.m.

CARMEN ROMAN — Carmen Roman stated that she did not believe that Senior Planner Jones spoke truthfully and stated that members of the public were not allowed to speak.

CLOSE PUBLIC HEARING — There being no additional speakers, Mayor Burrola closed the public hearing at 8:35 p.m.

MAYOR PRO TEM ORTIZ — Responding to questions and comments by Mayor Pro Tem Ortiz, Mrs. Hatfield advised that the BESS project was part of the scoping meeting for input from the public and concerned agencies to discuss what they wanted to have addressed in the EIR. The scoping meeting was advertised in the Notice of Preparation, which included details for both project options.

DINA GASS — Dina Gass, with Placeworks, advised that all comments received at the scoping meeting were included in Appendix A-2.

JOANNE HATFIELD — Mrs. Hatfield stated that Table 2-1 of the EIR summarizes the comments received, and that it does not appear that any BESS-related concerns had been raised. She did, however, note a comment received from Robert Diaz, who stated that the EIR needs to provide more info on the BESS, which are subject to fires and explosions.

MAYOR PRO TEM ORTIZ — Mayor Pro Tem Ortiz asked whether project options 1 and 2 were presented at the scoping meetings, to which Mrs. Hatfield confirmed that they were and noted that they were included in the Notice of Preparation and in the presentation made at the Scoping Meeting.

MOTION — Mayor Pro Tem Ortiz noted that many concerns have been raised regarding environmental impacts and stated that this project was not urgent and could wait. However, should the Council determine that action must be taken, he made a motion to approve the EIR as well as option 1 for the development of three buildings and implement a moratorium on the BESS project until concerns are addressed more fully and once this type of energy is accepted in more communities.

MAYOR BURROLA — Mayor Burrola thanked all those that participated with comments. He noted that residents are very concerned about battery storage and noted that this project would reside in Irwindale for over 20 years. He cited comments of concern made by a professor from Texas A&M and Governor Newsom and stated that he did not feel that the project was right for Irwindale at this time.

SECOND — Mayor Burrola seconded Mayor Pro Tem Ortiz's motion.

COUNCILMEMBER BRECEDA — Councilmember Breceda stated that he was not completely convinced that this project would benefit the City and mentioned that this project appears to be rushed and that the City is not prepared for this project at this point.

COUNCILMEMBER GARCIA — Councilmember Garcia questioned how the proposed BESS would harness 400 megawatts of energy and concurred that the project would probably not work for Irwindale at this point.

COUNCILMEMBER AMBRIZ	Councilmember Ambriz acknowledged the residents' concerns regarding the BESS and stated that he has retracted his support for it. He stated that BESS technology has not yet reached a point where it can be deemed safe for the community. He did, however, state that he had reservations about implementing a moratorium, to which City Attorney Guerra advised that a moratorium is not on the agenda for consideration tonight and could not be discussed.
CITY ATTORNEY GUERRA	City Attorney Guerra stated that, if it is inclined to act, the Council could direct staff to continue the public hearing to a date certain, direct staff to revise each of the approvals to remove Option 2 except for the EIR documents and bring back an item to discuss a potential moratorium.
RECESS	At 8:55 p.m., the Council took a short recess.
RECONVENE	The City Council reconvened in Open Session at 9:13 p.m., with all members present.
CITY ATTORNEY GUERRA	City Attorney Guerra asked whether the Council would like the matter to be placed on the Consent Calendar for a future meeting.
MAYOR BURROLA	Responding to a question by Mayor Burrola, City Attorney Guerra indicated that staff would return with the EIR document, and that each of the other documents would only reflect Option 1.
MAYOR PRO TEM ORTIZ	Mayor Pro Tem Ortiz asked that all changes be highlighted in the report.
CITY ATTORNEY GUERRA	City Attorney Guerra stated that, based on the comments made by the Council, the appropriate motion would be to: 1) direct staff to revise each of the documents to reflect Option 1 and remove Option 2, 2) place approvals on the Consent Calendar at the second regular meeting in February, to include the EIR, and 3) have staff bring back a discussion of a moratorium on the BESS.
MAYOR PRO TEM ORTIZ	Mayor Pro Tem Ortiz concurred with City Attorney Guerra's suggestion for the motion.
ROLL CALL	The above-mentioned motion was unanimously approved on roll call vote.
CITY MANAGER MIRANDA	City Manager Miranda thanked Fire Marshal Stillwagon and Fire Specialist Costello for their participation in the discussions.

MAYOR PRO TEM ORTIZ

Mayor Pro Tem Ortiz indicated that an emergency arose and left the meeting at 9:17 p.m.

ITEM NO. 19B
AMENDMENT NO. 1 TO D.A. NO. 02-2016, AMENDMENT NO. 1 TO THE ATHENS SVCS. FRANCHISE & FACILITY OPERATIONS AGMT., AND AMENDMENT NO. 5 TO FRANCHISE AGMT. FOR WASTE HAULING SERVICES

AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-2016, AMENDMENT NO. 1 TO THE ATHENS SERVICES FRANCHISE & FACILITY OPERATIONS AGREEMENT, AND AMENDMENT NO. 5 TO FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES

DIRECTOR SIMPSON

Director Simpson presented the staff report.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz stated that, at the end of the public hearing, he would like to approve the item as recommended by staff.

OPEN PUBLIC HEARING

At 9:25 p.m., Mayor Burrola opened the public hearing.

ROBERT DIAZ

Robert Diaz suggested that the City negotiate with other franchise waste haulers and then choose the best fit. He stated that he would not like the City to be locked to an agreement with Athens if a better deal could be possible with a competitor.

CLOSE PUBLIC HEARING

There being no additional speakers, Mayor Burrola closed the public hearing at 9:26 p.m.

MOTION

A motion was made by Councilmember Ambriz to introduce **Ordinance No. 786**, entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-2016 BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC., A CALIFORNIA CORPORATION, DBA ATHENS SERVICES, LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CALIFORNIA 91706 (APN 8535-001-039) AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) PURSUANT TO CEQA GUIDELINES SECTION 15162”, adopt **Resolution No. 2025-14-3602**, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE FRANCHISE & FACILITY OPERATIONS AGREEMENT BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES FOR THE MATERIALS RECOVERY FACILITY / TRANSFER STATION (MRF / TS) ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CA 91706 (APN: 8535-001-

039), AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15162", and adopt **Resolution No. 2025-17-3605**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 5 TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15162."

MAYOR BURROLA — Responding to a question by Mayor Burrola, Director Simpson advised that the term of the franchise agreement would not be extended.

CITY ATTORNEY GUERRA — City Attorney Guerra added that this item would extend the time period that Athens has to build the convenience store.

MAYOR BURROLA — Mayor Burrola expressed concern since no date has been set for the completion of the convenience store or gas station, to which Director Simpson advised that the amendment would allow Athens to develop the convenience store and gas station in a future phase.

ANTHONY BERTRAND — Anthony Bertrand, speaking on behalf of Athens Services, clarified that Athens is asking for more time and flexibility in determining the phase that the convenience store and gas station would be developed. He added that an important aspect of the development agreement is the flexibility to allow the project to develop as market trends dictate. He also indicated that Athens' goal is to work diligently with City staff to achieve the target dates for phases 2 and 3 as stated in the documents.

MAYOR BURROLA — Mayor Burrola stated that he would prefer to have the timeline for the development of the two facilities in writing, to which Mr. Bertrand spoke on Athens' dedication to the project as evidenced by the company's investments. He reiterated that the request for the amendment would allow Athens to adjust to market conditions.

Mayor Burrola stated that he was not comfortable since no specific timeline is indicated. He then asked City Attorney Guerra for his opinion, to which he stated that the matter at hand is ultimately a business decision point for the Council's consideration.

ANTHONY BERTRAND — Mr. Bertrand stated that the project was always contemplated to be built in phases. He noted the progress that Athens has made due to the flexibility the Council has previously extended to Athens and reiterated Athens' commitment to the project.

COUNCILMEMBER BRECEDA — Councilmember Breceda indicated that he would also like to have a date for the development of the two facilities, to which Mr. Bertrand advised that the development agreement has 2030 as the target completion for phase 2 and 2035 for phase 3. Mr. Bertrand then stated that the question would be whether to include the facilities in either of these two phases; Athens would know more as the market moves in the next couple of years.

Councilmember Breceda expressed his desire to have the convenience store and gas station completed in phase 2.

COUNCILMEMBER GARCIA — Councilmember Garcia suggested concentrating on completing the MRF, after which the focus could be shifted to the convenience store.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz stated that this matter has previously been discussed and concurred that the development agreement has offered the applicant the opportunity to progress depending on the state of the market. He also agreed with Councilmember Garcia to focus on the MRF first and echoed his previous motion.

COUNCILMEMBER GARCIA — Councilmember Garcia seconded the motion.

ROLL CALL — The above-mentioned motion was approved with all members in favor except for Mayor Burrola, who opposed.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Garcia, seconded by Councilmember Breceda, to approve the Consent Calendar; The motion was unanimously approved; Mayor Pro Tem Ortiz absent.

ITEM NO. 20A
WARRANTS / DEMANDS / PAYROLL — WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 20B
ANNUAL BULLET-PROOF VEST PARTNERSHIP GRANT WITH THE DEPT. OF JUSTICE — ANNUAL BULLETPROOF VEST PARTNERSHIP (BVP) GRANT WITH THE DEPARTMENT OF JUSTICE

RESOLUTION NO. 2025-07-3595
ADOPTED — **Resolution No. 2025-07-3595**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE IRWINDALE POLICE DEPARTMENT'S PARTICIPATION IN AN ANNUAL BALLISTIC VEST PARTNERSHIP GRANT OFFERED BY THE U.S. DEPARTMENT OF JUSTICE, AND APPROVING AN ADDITIONAL

APPROPRIATION FOR RECORDING THE REVENUE AND EXPENDITURE FOR THIS GRANT IN THE CITY OF IRWINDALE'S FEDERAL FUND," was adopted, thereby authorizing the Police Department to continue to seek reimbursement for ballistic vest cost through the U.S. Department of Justice Ballistic Vest Partnership Grant Act of 1998.

ITEM NO. 20C
APPROPRIATE ASSET FORFEITURE FUNDS AND INTEREST

APPROPRIATE ASSET FORFEITURE FUNDS AND INTEREST

RESOLUTION NO. 2025-12-3600
ADOPTED

Resolution No. 2025-12-3600, entitled:

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

ITEM NO. 20D
REJECTION OF CLAIM-CRISTIAN CASTANEDA

REJECTION OF CLAIM – CRISTIAN CASTANEDA

The claim of Cristian Castaneda vs. City of Irwindale was rejected and staff was directed to send a letter of rejection.

ITEM NO. 20E
REJECTION OF CLAIM-NATALIA CASTANEDA

REJECTION OF CLAIM – NATALIA CASTANEDA

The claim of Natalia Castaneda vs. City of Irwindale was rejected and staff was directed to send a letter of rejection.

ITEM NO. 20F
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING DECEMBER 31, 2024

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING DECEMBER 31, 2024

The Investment Quarterly Report for the fiscal quarter ending December 31, 2024, was received and filed.

ITEM NO. 20G
APPROVE A FEE WAIVER FOR IRWINDALE LIONS CLUB

APPROVE A FEE WAIVER FOR IRWINDALE LIONS CLUB

RESOLUTION NO. 2025-15-3603
ADOPTED

Resolution No. 2025-15-3603, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR IRWINDALE LIONS CLUB, A 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES OF $1,410.00 FOR MONTHLY MEETIGNS BEGINNING JANUARY

2025 THROUGH AND INCLUDING NOVEMBER 2025 AND ONE LIONS CLUB SPEAKER COMPETITION," was adopted.

ITEM NO. 20H
AWARD PROFESSIONAL SERVICES CONTRACT TO DYNAMIC PLANNING + SCIENCE FOR THE PREPARATION OF HAZARD MITIGATION PLAN AND APPROVE APPROPRIATION OF $139,255 FROM THE GENERAL FUND RESERVE

AWARD PROFESSIONAL SERVICES CONTRACT TO DYNAMIC PLANNING + SCIENCE FOR THE PREPARATION OF HAZARD MITIGATION PLAN AND APPROVE APPROPRIATION OOF $139,255 FROM THE GENERAL FUND RESERVE

RESOLUTION NO. 2025-13-3601
ADOPTED

Resolution No. 2025-13-3601, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING: 1) AN AWARD OF A PROFESSIONAL SERVICE CONTRACT WITH DYNAMIC PLANNING + SCIENCE FOR THE PREPARATION OF THE HAZARD MITIGATION PLAN; 2) AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DYNAMIC PLANNING + SCIENCE; AND 3) AN AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET BY APPROPRIATING $139,255 FROM THE GENERAL FUND RESERVE," was adopted.

ITEM NO. 20I
FEE WAIVER FOR IRWINDALE CHAMBER OF COMMERCE'S E-WASTE EVENT

FEE WAIVER FOR IRWINDALE CHAMBER OF COMMERCE'S E-WASTE EVENT

RESOLUTION NO. 2025-16-3604
ADOPTED

Resolution No. 2025-16-3604, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR THE SPECIAL EVENT PERMIT APPLICATION FEE FOR THE E-WASTE RECYCLING EVENT ON JANUARY 25-26, 2025," was approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

There were no speakers.

NEW BUSINESS

None.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA

City Manager Miranda presented the following report:

1) The community is invited to the Irwindale Public Library groundbreaking ceremony scheduled for January 25.
2) The community is also welcome to attend the ribbon cutting and street dedication ceremony for the Al "Ponchi" Cruz Circle event scheduled for February 1.
3) The community is invited to attend an event aimed at helping those affected by wildfires in conjunction with Charlie's Produce on February 8.
4) Two trellises at Little Park of Irwindale have been renovated due to termite damage and wood rot.
5) He also invited all to participate in the Recreation Department's "Locks of Love" program.

ASSISTANT TO THE CITY MANAGER ESPINO

Assistant to the City Manager Espino reported on an event taking place this Saturday at the Irwindale Speedway site. Supervisor Hilda Solis is also hosting a drive-thru food distribution event in partnership with the City on January 25.

REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:50 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **FEBRUARY 4, 2025**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **2:30 P.M.**

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

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

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

MARGUERITE LOPEZ — Marguerite Lopez-Sapien questioned activities she stated are occurring at the Reliance II site, stated that she was unable to get information regarding her concern from the City, that she contacted "Heal the Bay", and asked whether the land, water, and air would be tested and suggested that the City Attorney prepare an injunction to prevent the federal government from conducting operations at the site.

CAROLINE RODRIGUEZ — Caroline Rodriguez asked the Council how it would protect the City from future incidents such what is occurring at the Reliance II site. She asked whether the City would buy the site and rent it out to other interested parties to ensure that nothing harmful occurs there.

"ERIC" — A Zoom participant named Eric stated that he knew about environmental impacts at the Irwindale Speedway and asked about current demolition efforts at the site, to which City Manager Miranda stated that a demolition permit has been issued.

DIRECTOR CHAN — Director Chan added that a pre-demolition meeting has been held between City staff and the applicant and that the applicant will soon begin demolition operations.

CITY MANAGER MIRANDA — City Manager Miranda added that staff has visited the Reliance II site on several occasions and noted that Cal Fire has reached out to Trammel Crow to use the site as a staging area for upcoming rains. He noted that staff has also taken photos of the operations at the site and has spoken to Cal Fire representatives.

MAYOR BURROLA — Mayor Burrola asked how many times staff has visited the site, to which Director Chan advised that he has personally visited the site three times, and that Code Enforcement staff has also visited the site, all who have verified that the site is merely being used to store items for mudslide preparation.

CITY MANAGER MIRANDA — City Manager Miranda advised that staff has also taken photos of operations at the site.

MAYOR MIRANDA — Mayor Miranda requested that staff visit the site periodically to make sure all is operating properly.

SUZANNE GOMEZ — Suzanne Gomez thanked the City for diligently protecting city land and encouraged the Council to continue monitoring operations at the site. She also expressed appreciation for the support received from the City of Azusa, Senator Susan Rubio's Office, and Supervisor Hilda Solis' office.

"ERIC" — Eric asked a follow-up question, to which City Manager Miranda reiterated that a demolition permit has already been issued for the site.

"KRIS M" — A Zoom participant named Kris M asked which solutions the Council would offer regarding the toxic waste she stated is being transported from the Eaton Fire to Lario Park.

RECESS TO CLOSED SESSION — At 8:08 p.m., the City Council reconvened 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: Two

ACTION: On the first case: information provided to the Council, direction provided to City Manager and City Attorney; no reportable action taken. On the second case: update and discussion provided to Council, discussion held; no direction provided and no action taken.

RECONVENE IN OPEN SESSION — At 4:11 p.m., the City Council reconvened in Open Session with all members present except for Councilmember Breceda.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 4:12 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
February 2025

Payroll Batch	401-02-25, 402-02-25		
DATE OF ISSUE	DEPARTMENT		AMOUNT
2/6/25			
	11 City Council		1,731.15
	13 City Administrative Office		62,947.76
	14 Finance Department		29,065.57
	35 Police Department		229,425.13
	40 Recreation Department		34,651.84
	41 Aquatics Department		4,590.37
	42 Senior Citizens' Center		19,315.31
	44 Library		17,539.01
	51 Planning & Community Development		28,964.88
	52 Public Works - Engineering		33,613.04
	57 Public Works - Services		54,994.31
		Gross Payroll	516,838.37
		Required Deductions	(152,243.77)
		Voluntary Deductions	(24,012.25)
		Net Payroll	340,582.35

Payroll Batch	413-02-25		
DATE OF ISSUE	DEPARTMENT		AMOUNT
2/13/25			
	57 Public Works - Services		3,752.17
		Gross Payroll	3,752.17
		Required Deductions	(1,001.66)
		Voluntary Deductions	-
		Net Payroll	2,750.51

Payroll Batch	415-02-25, 416-02-25		
DATE OF ISSUE	DEPARTMENT		AMOUNT
2/20/25			
	11 City Council		6,086.29
	13 City Administrative Office		63,805.95
	14 Finance Department		28,349.84
	35 Police Department		213,938.48
	40 Recreation Department		35,551.67
	41 Aquatics Department		4,695.68
	42 Senior Citizens' Center		19,446.38
	44 Library		18,129.53
	51 Planning & Community Development		29,244.37
	52 Public Works - Engineering		34,854.62
	57 Public Works - Services		52,884.89
		Gross Payroll	506,987.70
		Required Deductions	(143,271.60)
		Voluntary Deductions	(25,598.36)
		Net Payroll	338,117.74

Payroll Batch	421-02-25		
DATE OF ISSUE	DEPARTMENT		AMOUNT
2/21/25			
	44 Library		257.38
		Gross Payroll	257.38
		Required Deductions	(6.82)
		Voluntary Deductions	-
		Net Payroll	250.56

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 3/4/2025 3:29 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
104190	ALVARE02	Isabel Alvarez	02/20/2025	75.00
104191	GARCI20	Sergio Garcia	02/20/2025	75.00
104192	OLIVAR03	Sandro Olivares	02/20/2025	253.55
104193	PAZ10	Cristina Paz	02/20/2025	75.00
104194	RODRIG37	Maribel Rodriguez	02/20/2025	75.00
104195	SIMG01	Simgel Co. Inc	02/20/2025	302,490.43
104196	SCE02	Southern California Edison	02/20/2025	674.75
104197	VIDA01	Michael Vidal	02/20/2025	200.00
104198	WEST20	Western Engineering Construction	02/20/2025	390.00
104199	ZEPEDA07	Priscilla Zepeda	02/20/2025	295.46

Report Total (10 checks): 304,604.19

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 3/4/2025 3:38 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
104201	CALIFO56	California State Disbursement Unit	02/20/2025	604.15
104202	CALIFO57	California State Disbursement Unit	02/20/2025	143.07
104203	CALIFO58	California State Disbursement Unit	02/20/2025	100.00
104204	CITY01	City of Hope	02/20/2025	34.00
104205	FRANC06	Franchise Tax Board	02/20/2025	382.88
104206	ICEA	Irwindale City Employee Assoc.	02/20/2025	988.00
104207	IMEA	Irwindale Mgmt Employee Assoc.	02/20/2025	540.00
104208	IRWIND02	Irwindale Police Officers Assoc.	02/20/2025	3,033.00
104209	LOSANG31	Los Angeles County Sheriff's Dept.	02/20/2025	104.77
104210	LOPEZ16	Kim Lopez	02/20/2025	300.00
104211	PADILLAM	Melissa Marez	02/20/2025	123.33
104212	ZEPEDA03	Belen Zepeda	02/26/2025	1,086.77
104213	ACCO01	ACCO Engineering Systems	02/27/2025	1,420.00
104214	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	02/27/2025	329.00
104215	AMERIC34	American Fidelity Assurance Co	02/27/2025	6,269.70
104216	AT&T06	AT & T	02/27/2025	3,455.78
104217	CINGULAR	AT & T Mobility	02/27/2025	1,801.36
104218	CINGULAR	AT & T Mobility	02/27/2025	43.47
104219	ATHENS	Athens Services	02/27/2025	6,049.43
104220	AZBUS01	A-Z Bus Sales	02/27/2025	310.20
104221	AZUSALW	Azusa Light & Water	02/27/2025	278.18
104222	BAKER01	Baker & Taylor Books	02/27/2025	85.01
104223	MIJACA	Balcon Holdings, Inc.	02/27/2025	222.00
104224	CHRIS	Chris Nelson & Associtates, Inc.	02/27/2025	39,600.00
104225	CITYTEC0	City Tech Solutions, Inc.	02/27/2025	41,000.00
104226	CONCE01	Concentra	02/27/2025	61.00
104227	DEPTOF02	County of LA Dept of Animal Care & Control	02/27/2025	4,405.66
104228	CSG01	CSG Consultants	02/27/2025	437.50
104229	CUMMINS	Cummins-Allison Corp	02/27/2025	497.10
104230	EBSCOS	EBSCO Information Services	02/27/2025	2,168.00
104231	FRONT01	Frontier Communications	02/27/2025	43.23
104232	FRONT01	Frontier Communications	02/27/2025	459.95
104233	HDL01	Hdl Software, LLC	02/27/2025	34.56
104234	HOMEDE	Home Depot Credit Services	02/27/2025	377.69
104235	INTELL01	Intelli-tech, Inc.	02/27/2025	51,899.10
104236	IRWIND21	Irwindale Hand Wash & Auto Detail	02/27/2025	423.87
104237	COORYE	Samir M. Khoury	02/27/2025	9,085.50
104238	KING01	King of the Crowns	02/27/2025	410.76
104239	LG2WB01	LG2WB Engineers, Inc	02/27/2025	1,356.00
104240	LIEBERT	Liebert Cassidy Whitmore	02/27/2025	1,665.00
104241	LOUIS01	Jason Louis	02/27/2025	1,131.73
104242	MAINTE01	Maintex	02/27/2025	265.86
104243	MIDAS	Manuel C Muratalla	02/27/2025	996.09
104244	MOUNT01	MNRO Holdings, LLC	02/27/2025	150.55
104245	OFFICE03	ODP Business Solutions, LLC	02/27/2025	1,412.23
104246	PERF01	Performa Labs, Inc.	02/27/2025	6,000.00
104247	PITNEY06	Pitney Bowes, Inc	02/27/2025	238.14

104248	PURCHA	Purchase Power	02/27/2025	1,993.86
104249	SANCH01	Jaycon Sanchez	02/27/2025	151.55
104250	SCFUELS	SC Fuels	02/27/2025	5,349.69
104251	SEMA02	SEMA INC	02/27/2025	5,891.05
104252	SEMA01	SEMA LLC	02/27/2025	459.23
104253	SHARP02	Sharpline Solutions, Inc.	02/27/2025	754.11
104254	SIERRA11	Sierra Monrovia Chevrolet, LLC	02/27/2025	539.85
104255	STGEO01	St. George's Medical Clinic	02/27/2025	745.00
104256	WESTCO11	West Coast Lights & Sirens	02/27/2025	186,311.03
104257	YTIRES	Y Tire Sales	02/27/2025	50.00
104258	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	02/27/2025	1,586.00
104259	AMBRIZ05	Albert Ambriz	02/27/2025	48.86
104260	AMERIFID	American Fidelity Assurance	02/27/2025	10,427.72
104261	OROSCO05	Rebecca Bardales	02/27/2025	292.72
104262	BENE02	Benefit Coordinator Corporation (BCC)	02/27/2025	3,403.95
104263	BENE01	Benefit Coordinators Corp	02/27/2025	17,146.30
104264	NEST01	ReadyRefresh, Blue Triton Brands, Inc.	02/27/2025	3,897.81
104265	PMIDEN	Delta Dental Insurance Company	02/27/2025	602.80
104266	DURAN06	Michelle Duran	02/27/2025	300.00
104267	IRWIND04	Irwindale Chamber Of Commerce	02/27/2025	150.00
104268	JONES02	Brandi Jones	02/27/2025	194.38
104269	OPTUM01	OptumRx, Inc.	02/27/2025	33,039.56
104270	SANG10	San Gabriel Valley Economic Partnership	02/27/2025	7,000.00
104271	GASCOM	SoCalGas	02/27/2025	708.68
104272	SCE02	Southern California Edison	02/27/2025	15,166.92
104273	STATEO01	State Of California	02/27/2025	98.00
104274	STROBE03	Gary Strobehn	02/27/2025	454.39
104275	VARGAS03	Jose Vargas	02/27/2025	49.32
104276	VISION01	Vision Service Plan - (CA)	02/27/2025	1,802.85
104277	BARNEY	Barney's Locksmith Service	03/06/2025	22.88
104278	ACCO01	ACCO Engineering Systems	03/06/2025	2,556.00
104279	ALLCI01	All City Management Services, Inc	03/06/2025	977.67
104280	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	03/06/2025	297.00
104281	AZBUS01	A-Z Bus Sales	03/06/2025	69.77
104282	B&BTIR	B & B Tires Service	03/06/2025	60.00
104283	CALIFO42	California Building Standards	03/06/2025	1,395.90
104284	CALIFO25	California Library Association	03/06/2025	195.00
104285	CHRIS	Chris Nelson & Assocites, Inc.	03/06/2025	3,125.00
104286	CINTAS	Cintas Corporation #693	03/06/2025	139.03
104287	BALDWI02	City of Baldwin Park	03/06/2025	525.00
104288	CITYOF23	City Of West Covina	03/06/2025	20,700.00
104289	COSTA01	Costar Realty Information, Inc.	03/06/2025	438.90
104290	DEPTOF02	County of LA Dept of Animal Care & Control	03/06/2025	9,689.42
104291	COUNTY04	County of Los Angeles	03/06/2025	6,648.56
104292	CPG01	CPG Event Rentals LLC	03/06/2025	600.96
104293	CREN01	Crenshaw Wholesale Electric Supply	03/06/2025	23,979.38
104294	CWE01	CWE	03/06/2025	3,825.50
104295	DEMCOI	Demco, Inc.	03/06/2025	354.85
104296	DUDEK01	Dudek	03/06/2025	6,815.00
104297	FEDEX	FedEx	03/06/2025	154.29
104298	FLAGSH	Flag Shop	03/06/2025	616.57
104299	GEOLOG	Geologic Associates	03/06/2025	93,973.95
104300	HART02	Robert Hartman	03/06/2025	600.00
104301	HOYEN	Noelle Hoye	03/06/2025	490.00
104302	ILLINO01	Illinois Library Association	03/06/2025	541.74
104303	IMEG01	IMEG Consultants Corp.	03/06/2025	15,016.50
104304	IRWIND04	Irwindale Chamber Of Commerce	03/06/2025	11,300.00

104305	LANCES	Lance, Soll & Lunghard LLP	03/06/2025	4,503.00
104306	MIDAS	Manuel C Muratalla	03/06/2025	661.13
104307	MCA01	MCA Direct LLC	03/06/2025	426.10
104308	MOTOR02	Motorola Solutions	03/06/2025	1,864.28
104309	OFFICE03	ODP Business Solutions, LLC	03/06/2025	274.69
104310	OPTUM01	OptumRx, Inc.	03/06/2025	32,439.08
104311	ORKINP	Orkin Pest Control	03/06/2025	135.00
104312	PROPRINT	Pro Printing, Inc.	03/06/2025	55.75
104313	RIGHT01	Right of Way, Inc.	03/06/2025	1,512.69
104314	GASCOM	SoCalGas	03/06/2025	1,799.20
104315	SULLYM	Sully-Miller Contracting Co.	03/06/2025	23,142.70
104316	TAB01	TAB Products Co. LLC	03/06/2025	525.00
104317	VISION01	Vision Service Plan - (CA)	03/06/2025	3,343.70
104318	WILLDAN	Willdan Financial Services	03/06/2025	3,118.50
104319	YTIRES	Y Tire Sales	03/06/2025	30.00
		Report Total (119 checks):		769,378.94

Electronic Payments

February 2025

February 1 - 28, 2025

Number	Vendor Name	Date	Amount
ACH	US Bank	2/11/2025	27,928.92
		Report Total:	27,928.92

Item #19.C.

City of IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Irwindale Gateway Specific Plan

City Manager's Recommendation:

City Manager's Recommendation : That the City Council consider the Planning Commission's Resolutions Nos. 834(24), 835(24), 836(24), 837(24), and 838(24) recommending the City Council certify the FEIR and approve the proposed Irwindale Gateway Specific Plan and associated entitlements; and:

1. Adopt Resolution No. 2025-01-3589, entitled "A RESOLUTION OF THE city council of the CITY OF IRWINDALE (1) CERTIFYing THE ENVIRONMENTAL IMPACT REPORT, STATE CLEARING HOUSE (SCH# 2023020290); (2) ADOPTing THE FINDINGS REQUIRED BY CEQA GUIDELINES, SECTION 15091; (3) ADOPTing THE PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM; AND (4) ADOPTing A STATEMENT OF OVERRIDING CONSIDERATIONS, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE IRWINDALE GATEWAY SPECIFIC PLAN";

2. Adopt Resolution No. 2025-02-3590, entitled "A RESOLUTION OF THE city council OF THE CITY OF IRWINDALE AMENDing THE COMMUNITY DEVELOPMENT ELEMENT AND LAND USE PLAN MAP OF THE CITY'S GENERAL PLAN (GPA NO. 02-2022) FROM REGIONAL COMMERCIAL TO SPECIFIC PLAN FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNs: 8532-002-046 AND 8532-002-047) AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF";

3. Introduce Ordinance No. 787, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING ZONE ORDINANCE AMENDMENT NO. 02-2023 to add irwindale gateway SPECIFIC PLAN to title 17 of the irwindale municipal code (imc), DEFINING permitted uses, regulating the sizes and locations of buildings, specifying design GUIDELINES and development standards, addressing mobility and connectivity topics, identifying project infrastructure and services, and providing administrative and implementation language for property located at 13620 live oak lane, irwindale, ca (APNs: 8532-002-046 AND 8532-002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)";

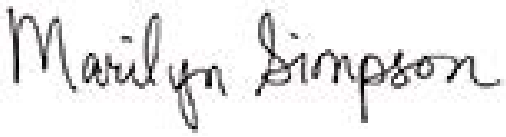
4. Introduce Ordinance No. 788, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE MODIFYING THE CITY OF IRWINDALE ZONING MAP (ZONE CHANGE NO. 02-2022) FROM M-2 (HEAVY MANUFACTURING) TO IRWINDALE GATEWAY SPECIFIC PLAN for property located at 13620 LIVE OAK LANE, IRWINDALE, CA (APNs: 8532-002-046 AND 8532-002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)"; and

5. Adopt Resolution No. 2025-05-3593, entitled "A RESOLUTION OF THE city council of the city of irwindale APPROVing TENTATIVE PARCEL MAP NO. 83854 TO CREATE SEVEN (7) PARCELS FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-04) in the M-2 (HEAVY Manufacturing) Zone SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF."

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director



Prepared by:

Brandi Jones, Senior Planner



Reviewed by:

Adrian R. Guerra, City Attorney

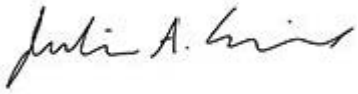


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

REQUEST

On February 26, 2025, the City Council made a substitute motion to reconsider Option 2 in the proposed Specific Plan document. They directed Staff to revise the Irwindale Gateway Specific Plan document to restore all references of Battery Energy Storage Systems (BESS), and accompanying Resolutions and Ordinances.

On January 22, 2025, the City Council continued this item to the February 26, 2025 City Council meeting to be on the Consent Calendar. They directed Staff to revise the Irwindale Gateway Specific Plan document to remove all references to Battery Energy Storage Systems

(BESS), and accompanying Resolutions and Ordinances. A redlined version of the Specific Plan document, dated February 20, 2025, was provided which showed a red ~~strikethrough~~ of deleted text and underline for new text. A clean version of the Specific Plan document, dated February 20, 2025, was also provided where all strikethrough and added text have been deleted and was an exhibit of Ordinance No. 787.

The attached version of the Irwindale Gateway Specific Plan includes the following changes from Legal Counsel and the Planning Commission:

Legal Counsel (January 8, 2025)

- Page 36 – Add additional notes to Battery Energy Storage Systems (BESS) line item.

Existing: Shall be subject to the Irwindale Municipal Code chapter regarding BESS for standards not specified in the Specific Plan. Development shall be limited to the area identified as BESS Area on Figure 4-2.

Proposed: Shall be subject to the Irwindale Municipal Code chapter regarding BESS for standards not specified in the Specific Plan. Development shall be limited to the area identified as BESS Area on Figure 4-2.

The Development Agreement shall comply with any applicable laws or ordinances in effect at the time of Development Agreement approval.

- Page 88 - Add additional language regarding the implementation of Specific Plan.

Existing: Implementation of development within the Development Area shall be subject to City approval of lot line adjustments, site plan review, plot plans, subdivision reviews, building permits, and other planning approvals and permits that may be required by the City of Irwindale pursuant to the Specific Plan or the City of Irwindale Municipal Code. The implementation process described herein provides the procedures for review and approval of development within the Specific Plan Area.

Proposed: Implementation of development within the Development Area shall be subject to City approval of lot line adjustments, site plan review, plot plans, subdivision reviews, building permits, and other planning approvals and permits that may be required by the City of Irwindale pursuant to the Specific Plan or the City of Irwindale Municipal Code, including compliance with any applicable development standards whether set forth herein or in the City of Irwindale Municipal Code. The implementation process described herein provides the procedures for review and approval of development within the Specific Plan Area.

Planning Commission (November 14, 2024)

-

- Page 34 – Remove “Asphalt Plants” from the use matrix.

- Page 44 – Revise the language as follows:

  Existing: A Spanish contemporary influence is desired throughout the Development Area. All design elements of Buildings shall be compatible (but not identical) in character, massing, and materials in order to promote a clean and contemporary style.

  Proposed: A Spanish contemporary influence is ~~desired~~ required throughout the Development Area. All design elements of Buildings shall be compatible (but not identical) in character, massing, and materials in order to promote a clean and contemporary style.

In addition to the revised Specific Plan document, Resolution No. 2025-05-3593 was revised to remove Condition of Approval No. B.11, which referenced BESS. Condition of Approval No. B.11 will be reinstated and reads as follows:

B.11 – BESS shall be screened with an 8'-0" high wall where in sight of proximal portions of Live Oak Avenue or Live Oak Lane at Specific Plan build-out.

Fiscal Impact:

None

Attachments:

1. Attachment A: Irwindale Gateway Specific Plan CC 03122025
2. Attachment B: CC Resolution No. 2025-01-3589 FEIR SOC MMRP 03122025 FINAL
3. CC Resolution No. 2025-01-3589 FEIR SOC MMRP EXHIBIT A
4. CC Resolution No. 2025-01-3589 FEIR SOC MMRP EXHIBIT B (FOFSOC)
5. Irwindale Gateway FOF SOC FINAL 10142024
6. CC Resolution No. 2025-01-3589 FEIR SOC MMRP EXHIBIT C (MMRP)
7. Irwindale Gateway MMRP_Final Corrected ToCity 10_23_24
8. Attachment C: CC Resolution No. 2025-02-3590 GPA No. 02-2022 with Land Use Map 03122025 FINAL
9. Attachment D: Ordinance No. 787 ZOA 02-2023 03122025 FINAL
10. Attachment E: Ordinance No. 788 ZC 02-2022 03122025 FINAL
11. Attachment F: CC Resolution No. 2025-05-3593 TPM 83854 03122025 FINAL

IRWINDALE GATEWAY SPECIFIC PLAN

PREPARED BY
SAGECREST PLANNING+ENVIRONMENTAL

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I. INTRODUCTION

1. Introduction

1.1 Overview

The Irwindale Gateway Specific Plan ("Specific Plan") provides a comprehensive land use program to guide the development of an approximately 66.64-acre property in the City of Irwindale, California. The Specific Plan covers an approximately 52.65-acre developable portion (the "Development Area") and 13.99 acres of undevelopable area (SCE easement and roadway dedications). The Specific Plan land use concept features an industrial business park with up to 997,796 square feet of building space and a number of utility-scale battery energy storage system facilities. The Development Area is envisioned as a place where industrial businesses can thrive and encourage further economic investment in the City of Irwindale (the "City"). Its contemporary design will enhance the visual quality of the currently vacant site.

Notwithstanding anything to the contrary contained herein, any improvements shown on the figures contained herein are conceptual and for illustrative purposes only, and it shall not be a requirement that improvements be located, designed, or constructed as shown on such figures.

1.2 Background

The Development Area is the site of a former quarry. In the late 1980's, quarry activities ceased, and the site was designated for reclamation as required by the State Surface Mining and Reclamation Act of 1975 (SMARA). On December 15, 1994, the City adopted Resolution 94-55-1381, approving a conditional use permit authorizing the operation of an inert landfill to "fill and restore the depleted gravel pit." In connection with the approval, the City prepared and certified an Environmental Impact Report, State Clearinghouse No. 88060819, and adopted a related Statement of Overriding Considerations. Additionally, there are three existing billboards on the site. An approved grading plan was issued on September 16, 2022 to fix previous inert material that had been improperly placed. The inert debris remedial grading operation is bringing the site back to productive use with geotechnically certified fill.

Figure 1-1 – Site Photo



1.3 Description of Specific Plan Contents

This Specific Plan guides development of the Development Area by setting forth a land use plan, transportation and circulation plan, infrastructure plans, development standards, and design guidelines that address building placement, architectural style, landscaping, and other design elements. The substantive design elements of the buildings create visual interest, unity, and compatibility through the treatment of exterior building materials, colors, and façades as well as building placement, massing, and scale. In addition, a cohesive landscaping program will provide pleasing views of the Development Area from on- and off-site locations. Altogether, the various elements of the built environment in the Development Area will enhance the visual quality of the site and create an attractive development within the City.

From a long-term operational perspective, the Specific Plan accommodates industrial, and business park, and battery energy storage uses. These types of uses serve to encourage economic investment, jobs, and business opportunities in the City of Irwindale and assist in maintaining sustained economic stability and growth.

1.4 Description of Specific Plan Area

As shown on Figure 1-2, Vicinity Map, the Specific Plan area is located in the western portion of the City of Irwindale, immediately east of I-605, north of Live Oak Avenue and south of Arrow Highway. The City of Baldwin Park is located to the southeast. The I-605 Freeway forms the western boundary of the Specific Plan Area with the I-605/Live Oak Avenue interchange located immediately southwest of the Specific Plan Area and the I-605/Arrow Highway interchange located immediately northwest of the Specific Plan Area.

As shown on Figure 1-3, Aerial Photograph, surrounding land uses include the Southern California Edison Rio Hondo Sub-station, located on the south side of Live Oak Avenue, and the Santa Fe Dam Flood Control Basin, located on the north side of Arrow Highway. The land located east of the Specific Plan Area is used for industrial purposes. Access to the Specific Plan Area is provided through an established local roadway network. The Development Area is within walking distance (half mile) of the nearest Foothill Transit bus stop (Line 492) on Live Oak Avenue and Stewart Avenue.

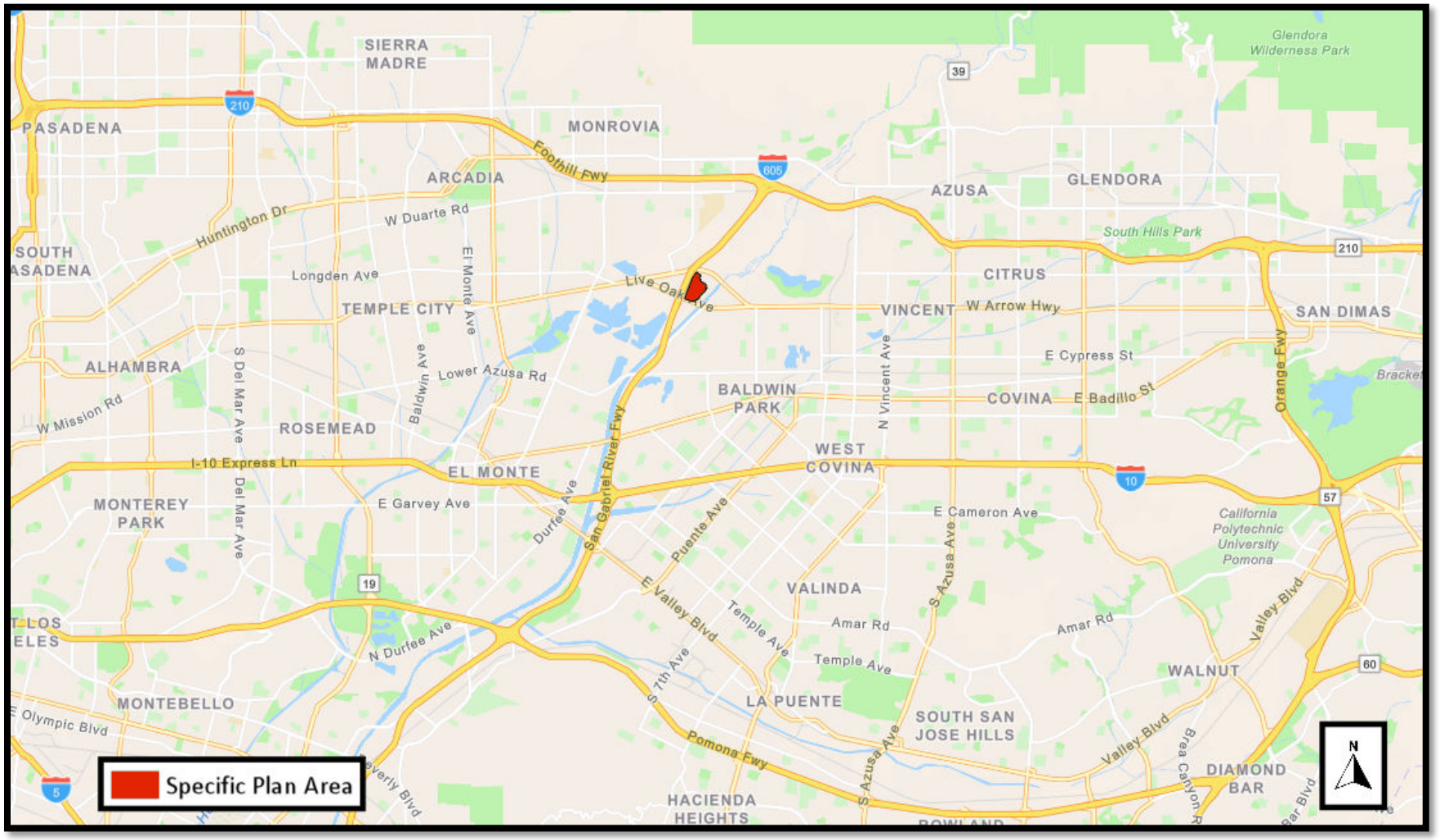


FIGURE 1-2 – VICINITY MAP



FIGURE 1-3 – AERIAL PHOTGRAPH

1.5 Specific Plan Organization

This Specific Plan is organized into the following sections:

- Section 1 – Introduction
- Section 2 – Purpose and Intent of Specific Plan
- Section 3 – Relationship to Other Land Use Regulations
- Section 4 – Land Use
- Section 5 – Transportation and Circulation
- Section 6 – Development Standards
- Section 7 – Design Guidelines
- Section 8 – Utility Infrastructure Plan
- Section 9 – Implementation

Unless otherwise defined in this Specific Plan, the meaning of capitalized words, phrases, titles, and terms shall be the same as provided in the City of Irwindale Municipal Code and the City of Irwindale Commercial and Industrial Design Guidelines.

II. Purpose and Intent of Specific Plan

2. Purpose and Intent of Specific Plan

2.1 Purpose and Intent

This Specific Plan, adopted by ordinance, establishes the development regulations, allowable land uses, design guidelines, and implementation procedures for the Development Area. The Specific Plan establishes the effective zoning for the Development Area. In addition, circulation and other infrastructure improvements such as water, wastewater, and stormwater drainage systems are addressed by this Specific Plan to ensure their proper sizing and timely installation.

2.2 Specific Plan Authority

This Specific Plan is a regulatory document prepared pursuant to the provisions of California Government Code §§ 65450 through 65457, which grant local government agencies the authority to prepare specific plans for the systematic implementation of their general plan for all or part of the area covered by the general plan.

California Government Code §§ 65450 through 65457 establish the authority to adopt a specific plan, identify the required contents of a specific plan, and mandate consistency with the general plan.

According to California Government Code § 65451:

(a) A specific plan shall include text and a diagram or diagrams which specify all of the following in detail:

(1) The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.
(2) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
(3) Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
(4) A program of implementation measures including regulations, programs, public works projects, and financing measures, necessary to carry out items (1), (2), and (3)

(b) The specific plan shall include a statement of the relationship of the specific plan to the general plan.

This Specific Plan includes each of the required elements listed above and establishes the essential link for how the Specific Plan is consistent with the policies of the City of Irwindale General Plan (the "General Plan"). The Specific Plan provides the City of Irwindale's staff and decision makers, as well as developers, investors, the community at-large, utility providers, public service districts, and others with a comprehensive plan establishing regulations, conditions, and programs for guiding the systematic development of the Development Area. All future development plans and implementing

actions within the Development Area are required to be consistent with the regulations set forth in this Specific Plan and with all other applicable City, County, State, and federal regulations.

2.3 Statement of Objectives

To ensure the functional integrity, economic viability, and positive aesthetic appearance of the Development Area, the following planning and development goals are established:

- Create a comprehensive land use plan for the re-use of a reclaimed sand and gravel quarry including the development of utility scale battery energy storage facilities.
- Provide guidelines and standards for the development of state-of-the-art buildings that can accommodate various industrial and manufacturing uses, including warehouse distribution, logistics, and fulfillment centers with proximate access to Interstate 605 on- and off-ramps.
- Ensure that infrastructure plans for water, sewer, drainage, dry utility, and solid waste disposal are adequately designed for the Specific Plan.
- Provide a circulation system that meets transportation requirements and minimizes potential adverse impacts on the surrounding area.
- Provide guidelines and standards for architecture, landscaping, walls, fencing, lighting, and entry treatments that are compatible with the design and architecture of the surrounding uses.

III. Relationship to other Land Use Regulations

3. Relationship to Other Land Use Regulations

California Government Code § 65454 requires a specific plan to be consistent with the local General Plan. As part of the adoption of this Specific Plan, a General Plan Amendment changes the General Plan land use designation for the Specific Plan Area from "Regional Commercial" to "Specific Plan", and a Zoning Ordinance Amendment changes the zoning designation for the Specific Plan Area from "M2 (Heavy Manufacturing)" to "Irwindale Gateway Specific Plan". The adoption of this Specific Plan establishes the zoning regulations for the Specific Plan Area in order to implement the Geneal Plan land use designation of "Specific Plan" for the Specific Plan Area.

The Specific Plan provides for a land use plan and development standards, which reflect the objectives in Section 2, governing development of the principal physical components of the Development Area, including, but not limited to: buildings, battery energy storage systems, circulation and parking facilities, landscaping, open space, and utility improvements. The Specific Plan provides for the standards that establish the general type, parameters, and character of development with the goal of creating an integrated and unified environment that is compatible with its surrounding area. The Specific Plan also provides a plan for infrastructure improvements to serve the Development Area including the development of a new detention basin within the SCE Easement Area for collection of project storm water flows. The detention basin will replace an existing, unimproved natural retention basin located within the SCE Easement Area.

3.1 General Plan Consistency

The Specific Plan is designed to meet the goals established in the City's General Plan by providing a framework for the future development of the Development Area. The Specific Plan is designed to be consistent with, and serves as an extension of, the City's General Plan. The Specific Plan is consistent with the following General Plan Land Use Element policies and objectives:

GENERAL PLAN POLICY	SPECIFIC PLAN CONSISTENCY
COMMUNITY DEVELOPMENT ELEMENT (CDE)	
Issue Area – Land Use Planning: The City of Irwindale is committed to the development of a comprehensive land use plan that will enhance the City's livability and economic base for future generations.	
CDE Policy 1: The City of Irwindale, through continued comprehensive land use planning, will strive to preserve the overall mix of land uses and development in the community.	The Specific Plan is consistent with the City's goal of preserving the overall mix of land uses and development in the community by setting forth a land use plan and development regulations for how the reclaimed former quarry located in the Development Area will accommodate industrial and business park uses, including battery energy storage systems.

CDE Policy 2: The City of Irwindale will continue to plan for the transition of the quarries located within the City to other land uses.	The Development Area is a remediated former quarry. The Specific Plan allows the transition of the site to a productive and economically beneficial development for the City of Irwindale.
CDE Policy 3: The City of Irwindale will continue to ensure that the type, location, and intensity of all new development and intensified developments adhere to the requirements that are specified for their particular land use category in the General Plan.	The Specific Plan provides a development plan, infrastructure plans, development standards, and design guidelines that address building placement, architectural style, landscaping, and other design elements to address the specific characteristics of the site consistent with the General Plan land use designation of Specific Plan.
CDE Policy 5: The City of Irwindale will continue to promote comprehensive development consistent with the General Plan as opposed to piecemeal and incremental planning.	The Specific Plan implements policies set forth in the General Plan by providing a comprehensive plan and direction for the long-term development of the Development Area. The Specific Plan provides for implementation of uniform development regulations and design guidelines and addresses sustainable practices, to promote compatibility with surrounding areas. Adoption of the Specific Plan provides for the comprehensive development of the Development Area, thereby avoiding planning of piecemeal development.
Issue Area – Economic Development: The City of Irwindale intends to continue its pursuit and promotion of economic development that will provide jobs and revenue for the community.	
CDE Policy 10: The City of Irwindale will promote development that will benefit the community as a whole in terms of both jobs and revenue generation.	The Specific Plan allows for up to 997,796 square feet of industrial and business park uses on a former quarry site. Revenue benefits to the City of Irwindale may include but not be limited to increased property tax revenue and point-of-sale tax revenue. In addition, the Specific Plan will allow for development of uses leading to creation of jobs that can be filled by residents of the City and surrounding communities.
Issue Area – Urban Design: The City of Irwindale will continue its efforts in improving the appearance of the community.	
CDE Policy 12: The City of Irwindale will continue to promote quality design in the review and approval of commercial and industrial development through the application of the commercial and industrial design guidelines.	The Specific Plan promotes quality design by providing guidelines and standards for landscaping, architecture, walls, fencing, signage, lighting, and entry treatments addressing the specific character of the site and proposed uses to maintain compatibility with

	the design and architecture of the surrounding uses.
CDE Policy 14: The City of Irwindale will continue to promote property maintenance in all areas of the City.	The Specific Plan defines the entities responsible for maintenance of publicly and privately-owned improvements within the Specific Plan Area, including roadways and utility infrastructure (refer to Section 9.10 and Table 9-1). Compliance with the Specific Plan's maintenance program ensures that all improvements within the Specific Plan Area are properly and perpetually maintained.
CDE Policy 16: The City of Irwindale will continue to work towards the development of streetscape, sign standards, and a Public Art Program.	The Design Guidelines for the Specific Plan (refer to Section 7) establish comprehensive streetscape design standards for the Irwindale Gateway Specific Plan's frontage on Arrow Highway, Live Oak Avenue and Live Oak Lane promoting a welcoming visual environment for employees, visitors, and passersby. Signage will conform to City standards.
INFRASTRUCTURE ELEMENT (IE)	
Issue Area – Maintenance of Service Standards: City of Irwindale will continue to maintain the highest levels of public service to respond to the existing and future demand for such services.	
IE Policy 1: The City will continue to support the efforts of the City of Irwindale Public Works Department in maintaining the highest service standards feasible. IE Policy 2: The City will continue to cooperate with those utility providers in the City to ensure that sufficient infrastructure capacity is available to meet current and future service demands.	The Specific Plan requires improvements to be made to roadways and public utilities/infrastructure in conjunction with future development of the Development Area and as required by the City of Irwindale and applicable public service providers. Improvements are required to be made by the developers as necessary to serve the Development Area while maintaining adequate service levels for existing surrounding land uses. Plans for water, sewer, storm water, dry utilities, and solid waste disposal are provided in Section 8, Utility Infrastructure.
Issue Area – Traffic and Circulation: The City of Irwindale will strive to improve safe and efficient circulation in the City.	
IE Policy 3: The City of Irwindale will continue to develop and enhance the existing streets and intersections in the City. IE Policy 4: The City of Irwindale will strive to ensure that all new development implements its "fair-share" of infrastructure	The Specific Plan includes roadway and sidewalk improvement plans to facilitate efficient vehicular and non-vehicular transportation through and around the Development Area. With implementation of the circulation improvements identified in Section 5 of the Specific Plan, traffic impacts generated

improvements to offset the potential adverse impacts associated with the additional traffic that will be generated by the new development.	by development in the Development Area will be offset to the City of Irwindale's satisfaction. Furthermore, developers of land within the Development Area will be responsible for funding and/or construction of the required infrastructure improvements as set forth by the Specific Plan.
RESOURCE MANAGEMENT ELEMENT (RME)	
Issue Area – Natural Resources. The City of Irwindale will continue to cooperate in the maintenance and conservation of the area's natural resources.	
RME Policy 1: The City of Irwindale will continue to work with the quarries and other regulatory agencies to facilitate their reclamation. RME Policy 3: The City of Irwindale will work with the quarry owners and/or operators and regulatory agencies to help facilitate their timely reclamation.	The Development Area is a former quarry site, which is the subject of an ongoing inert debris remedial grading operation being conducted to return the site to productive use. This Specific Plan provides guidelines and development standards for the redevelopment of the site. As such, the Specific Plan provides a comprehensive plan for the transition of the site to a productive and economically beneficial development for the City of Irwindale.
Issue Area – Resource Preservation. The City of Irwindale will maintain and preserve those natural and man-made amenities that contribute to the City's livability.	
RME Policy 11: The City of Irwindale supports the ethic of conservation of non-renewable resources. This includes efforts to reduce the use of energy (in any form), greenhouse gas (GHG) emissions (consistent with AB 32) and efforts to find new and more energy efficient methods for delivering services. The City supports the development of building standards that enable the community to design energy saving features such as solar energy systems, water efficient landscaping, and sustainable, green, and energy efficient building standards.	The Specific Plan allows industrial land uses adjacent to Interstate 605 and approximately 1.8 miles from Interstate 210. By its location near major transportation corridors, the Specific Plan has the potential to reduce vehicle miles traveled, which would reduce tailpipe emissions – a major source of greenhouse gases. In addition, buildings in the Development Area will be required to comply with the California Green Building Standards Code, the City's Model Water Efficient Landscape Ordinance (MWELO), and will incorporate additional sustainable design features that minimize water use and maximize energy efficiency. The Specific Plan also includes allowance for incorporation of one or more BESS (as hereinafter defined) facilities, thereby providing opportunity for high-value infrastructure that would allow for more use of sustainable renewable energy resources that will help to reduce GHG emissions as conventional energy generation sources are

	phased out.
Issue Area – Mining and Reclamation. The following policies focus on those City policy actions that can be taken to improve environmental compliance, reclamation planning, and long-term economic improvement of the mines and quarries (inactive, active, and reclaimed) in Irwindale.	
RME Policy 19: The City of Irwindale will consider environmental justice issues as they are related to potential health impacts associated with air pollution and ensure that all land use decisions, including enforcement actions, are made in an equitable fashion to protect residents, regardless of age, culture, ethnicity, gender, race, socioeconomic status, or geographic location from the health effects of air pollution.	The Development Area is a former quarry that was filled improperly with inert debris and reclaimed beginning in 2023. Air pollution emissions historically associated with mining and filling have ceased and air pollutant emissions associated with development of the Specific Plan would be generated primarily by mobile sources (tailpipe emissions from vehicles traveling to and from the property). These air pollutant emissions are regulated at the federal and State levels through mandated vehicle engine performance standards and fuel content requirements. The Development Area is surrounded by flood control uses to the north and east, the Southern California Edison Rio Hondo sub-station to the south, and Interstate 605 and quarry uses to the west. As such, there are no known or probable environmental justice issues associated with developing the Specific Plan land uses.
RME Policy 25: The City of Irwindale will monitor traffic and congestion to determine when and where the City needs new transportation facilities to achieve increased mobility efficiency.	The Specific Plan requires roadway and sidewalk improvements for new developments to facilitate efficient vehicular and non-vehicular transportation through and around the Development Area. The Specific Plan provides for required roadway improvements, including to the north side of Live Oak Avenue and Live Oak Lane. Transportation and roadway improvements identified in Section 5 of this Specific Plan ensure that the segments of Live Oak Avenue and Live Oak Lane adjacent to the Development Area will operate at an acceptable service level.
PUBLIC SAFETY ELEMENT (PSE)	
Issue Area – Emergency Preparedness. The City of Irwindale will strive to maintain the highest levels of readiness to respond to disasters or local emergencies.	
PSE Policy 3: The City of Irwindale will work to reduce potential hazards through conscientious land use planning. The City shall require liquefaction assessment studies as	The Development Area is the site of a reclaimed former quarry. The inert debris deposited at the property during the reclamation process consists of a combination of crushed rock, fine

part of development proposals in areas identified by the California Geological Survey as susceptible to liquefaction. The studies shall be conducted in accordance with the California Geological Survey's Special Publication 117; Guidelines for Evaluating and Mitigating Seismic Hazards in California, and the Southern California Earthquake Centers (1999) procedures to implement Special Publication 117 – Liquefaction Hazards (both documents are incorporated herein by reference). On sites shown to be susceptible to liquefaction, the City shall require the implementation of mitigation measures designed to reduce this hazard to an acceptable level. The City shall require a State certified engineering geologist or registered civil engineer; having competence in the field of seismic hazard evaluation and mitigation, to review the study at the Applicant's expense. The review shall determine the adequacy of the hazard evaluation and proposed mitigation measures and determine whether the requirements of State law are satisfied, as described in Special Publication 117 by the California Geological Survey.	silt, and clean construction and demolition waste (e.g., broken concrete, asphalt, brick, soil) that complies with applicable State of California, Los Angeles County, and City of Irwindale standards. Prior to backfill, the inert debris was blended, moisture conditioned, and compacted for stability in accordance with State of California and City of Irwindale requirements of graded fill materials. Following completion of reclamation, the Development Area will be suitable for development and will not be subject to liquefaction or other geologic stability hazards. Additionally, site and development geotechnical investigations will be required for all subsequent development proposals within the Development Area. City approval of these investigations and incorporation of investigation requirements and recommendations will be required prior to the issuance of grading permits to ensure potential hazards due to liquefaction are addressed.
Issue Area – Noise: The City of Irwindale will work to reduce the high levels of noise exposure associated with the existing development and transportation facilities in the City.	
PSE Policy 5: The City of Irwindale will work towards reducing noise exposure in the City by considering noise and land use compatibility in land use planning.	The Development Area does not abut noise-sensitive land uses (e.g., residential, schools, etc.). The uses allowed within the Development Area are compatible with the surrounding industrial uses. Furthermore, the potential noise generated by future developments has been analyzed in the Irwindale Gateway Specific Plan EIR (as hereinafter defined) in accordance with the California Environmental Quality Act and potential impacts will be mitigated.

3.2 Relationship to Zoning Code

The Title 17 (Zoning Code) of the Irwindale Municipal Code provides a citywide framework of regulations that addresses topics such as permitted uses, development standards, parking and landscaping regulations, permit procedures, and sign regulations.

The Specific Plan serves as the zoning for the Specific Plan Area, and as such, includes the development regulations applicable to the Specific Plan Area. In the event that any provision in the Specific Plan conflicts with the Zoning code, the provisions set forth within the Specific Plan shall prevail. In the event the Specific Plan is silent regarding any Zoning provision applicable to the Development Area, the Zoning Code shall prevail.

3.3 Subdivisions

All development in the Development Area shall comply with Title 16 (Subdivisions) of the Irwindale Municipal Code and the Subdivision Map Act (Cal. Government Code § 66410, et. seq), as applicable.

IV. Land Use

4. Land Use

4.1 General Provisions

This section establishes allowable uses within the Development Area. The Specific Plan allows for a variety of uses, including professional offices, and industrial uses, and battery energy storage.

The Development Area is planned for the development of warehousing, distribution, fulfillment center, industrial, manufacturing, battery energy storage systems, and office uses. The SCE Easement Area is planned for infrastructure improvements required to serve the Development Area. A breakdown of the size of the areas within the Specific Plan is as follows:

Table 4-1

Area	Size
Gross Site Area	66.64 acres
SCE Easement Area	9.61 acres
Right-of-Way Dedication	4.38 acres
Net Developable Area	**52.65 acres**

4.2 Summary of Land Use Plan

The Development Area may be developed using one of the two following land use plans:

Land Use Plan 1: Consisting of the entire 52.65-acre Development Area (Figure 4-1). If the Development Area is developed to Land Use Plan 1 the entire site would be developed with industrial, manufacturing, warehousing, distribution, fulfillment center, and office uses (collectively, "Industrial and Business Park Uses"). Sites which are developed with industrial, manufacturing, warehousing, distribution, fulfillment center, and/or office uses shall be referred to as "Industrial and Business Park Sites."

Land Use Plan 2: Consisting of using the southern 15.94 acres of the Development Area for one or more Battery Energy Storage System (BESS) facilities and the remainder 36.71 acres for industrial, manufacturing, warehousing, distribution, fulfillment center, and office uses (Figure 4-2).

The development of the Development Area according to one of the land uses plans shall not restrict redevelopment of the Development Area according to the other land use plan.

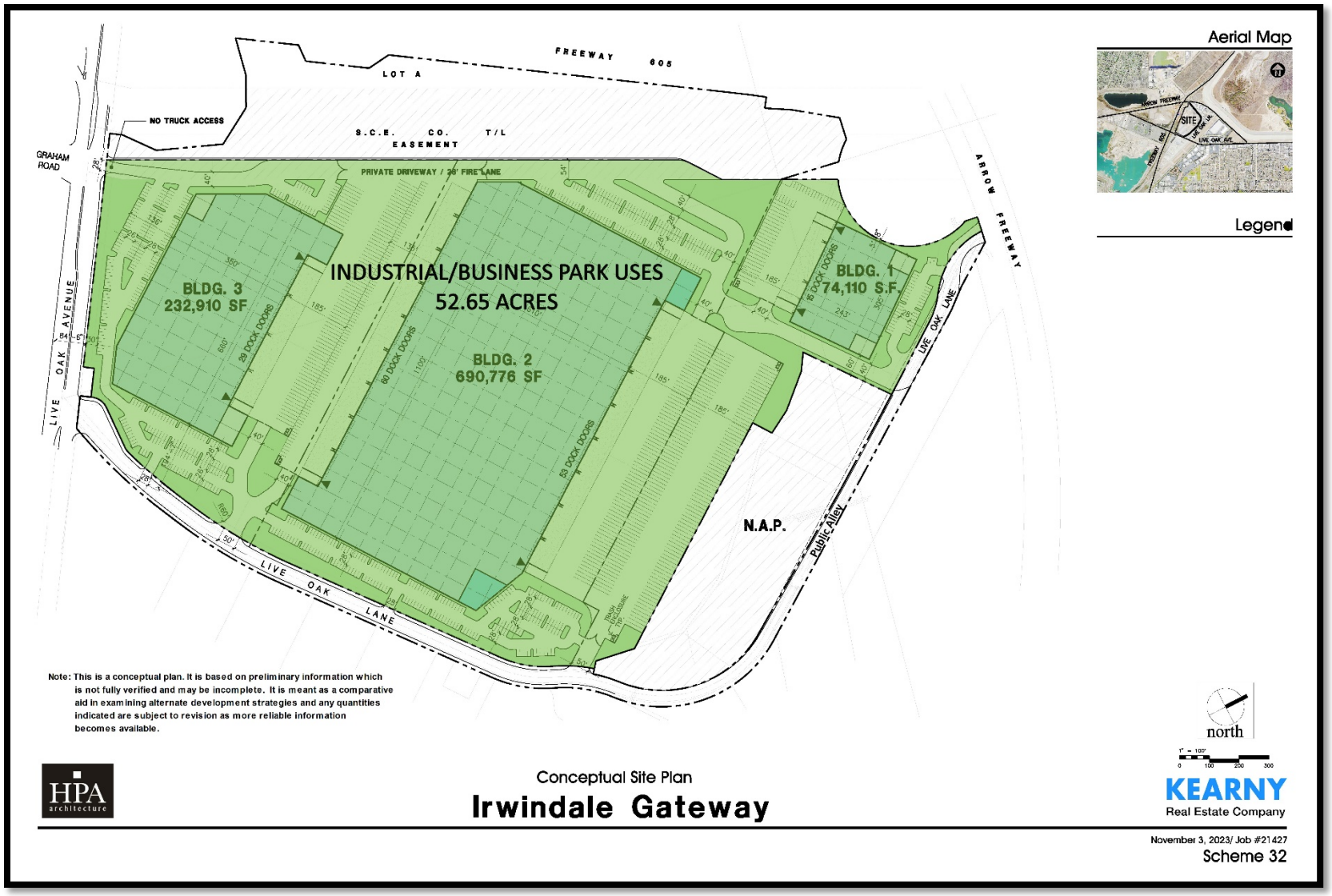


FIGURE 4-1 – LAND USE PLAN NO. 1

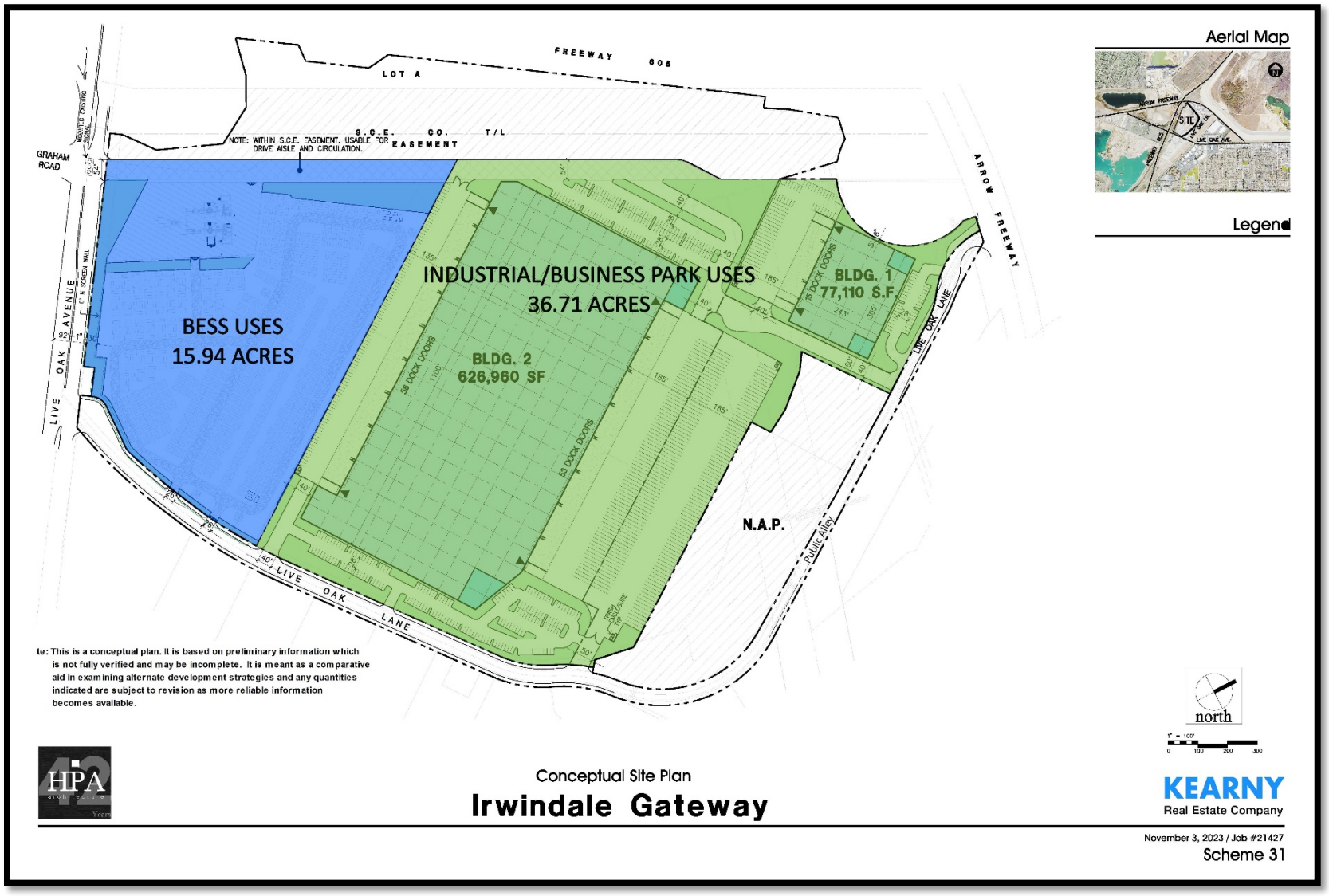


FIGURE 4-2 – LAND USE PLAN NO. 2

V. Transportation and Circulation

5. Transportation and Circulation

5.1 Purpose and Intent

The Circulation Plan for the Specific Plan provides a roadway network to meet the vehicular and non-vehicular needs of employees and visitors and for the transportation of goods to and from the Development Area.

5.2 Vehicular Circulation

The Circulation Plan, as illustrated by Figures 5-1 and 5-2, describes the proposed roadway improvements to accommodate traffic generated by the anticipated Land Use Plan. Vehicular access to the Development Area is provided via Live Oak Avenue, adjacent to the southern boundary of the Specific Plan, and Arrow Highway, which abuts a portion of the northern boundary of the Specific Plan, and Live Oak Lane, a private street extending from Live Oak Avenue to Arrow Highway. Figures 5-1 and 5-2 demonstrate access and on-site circulation for conceptual improvements within the Development Area, with and without any BESS facilities. Figures 5-3 and 5-4 illustrate the typical design of circulation improvements planned as part of the development project.

The following facilities and improvements are proposed for the primary components of the Specific Plan's vehicular circulation network:

Live Oak Avenue

Live Oak Avenue forms the southern boundary of the Specific Plan. This public roadway provides east/west access to the Development Area and a connection point to and from I-605. In its fully improved condition, the segment of Live Oak Avenue abutting the Specific Plan features a 106-foot-wide right-of-way ("ROW"), including 34 feet of pavement in the east travel lane (two lanes), 34 feet of pavement in the west travel lane (two lanes), a 16-foot-wide raised center median that reduces to 5-feet to accommodate an 11-foot left turn lane when needed, and a 9-foot-wide sidewalk with 3-feet of landscape terrace on the south side of the street. As part of the Specific Plan Area's development, a 5-foot-wide meandering sidewalk and a 5-foot meandering landscaped parkway is provided along the north side of Live Oak Avenue. The existing travel lanes will remain. Live Oak Avenue is a designated truck route. On-street parking is generally prohibited on both sides of the roadway. All frontage improvements to Live Oak Avenue are required to comply with applicable City of Irwindale requirements, including sight distance requirements, except as may otherwise be provided herein. Live Oak Lane (described below) connects to Live Oak Avenue. One direct driveway will connect to Live Oak Avenue at the signalized intersection with Graham Road, which will also allow temporary truck access during construction. The Live Oak Avenue and Live Oak Lane intersection shall become signalized to alleviate the additional traffic delay generated by the new developments.

Arrow Highway

Arrow Highway abuts the portion of the northern boundary of the Specific Plan where Live Oak Lane intersects with Arrow Highway. This public roadway provides east/west access to the Development Area and to/from I-605. The segment of Arrow Highway abutting the Development Area is improved

with a 100-foot-wide ROW, including 36 feet of pavement in each direction (2 lanes), a 12-foot-wide raised center median, an existing 5-foot-wide sidewalk 3-foot-wide landscaped parkway on both sides of the ROW. The Development Area will not have direct vehicular access to Arrow Highway. Instead, two driveways will provide access to Live Oak Lane on the north side of the Development Area, which provides access to Arrow Highway at an unsignalized right-in-right out intersection. Arrow Highway is a designated truck route. Any frontage improvements to Arrow Highway are required to comply with applicable City of Irwindale requirements, including sight distance requirements, except as may otherwise be provided herein.

Live Oak Lane

Live Oak Lane is an existing collector road that connects the development area to either Live Oak Avenue or Arrow Highway. It is a two-lane undivided road generally oriented in a north-south direction. Live Oak Lane is accessible from public streets and provides the primary ingress and egress for all development within the Development Area. Live Oak Lane will have a 60-foot-wide ROW with 40 feet of pavement and 10 feet of sidewalk with parkway on either side of the street. The pavement area includes a 12' travel lane and an 8' wide parking lane on each side of the street. The Live Oak Avenue and Live Oak Lane intersection shall become signalized to alleviate the additional traffic delay generated by the new developments.

Public Alley

A new public alley is provided to connect the northern and southern sections of Live Oak Lane. The public alley is oriented in the north-south direction. The public alley is an undivided two-lane ROW that has varied width, which ranges from 38-feet to 47-feet. One 13-foot-wide travel lane is provided on each direction, and an 8-foot parking lane is provided adjacent to the southbound travel lane. On the east side of the public alley is a grass terrace that ranges from 4-feet to 13-feet wide.

Private Driveways and Drive Aisles

Interior private driveways and drive aisles are proposed to connect individual building sites within the Development Area and provide vehicular access to Live Oak Avenue and Live Oak Lane. Private driveways and drive aisles provide vehicular access for automobiles and trucks to parking lots, truck courts, loading dock areas, etc. The locations, alignments, and widths of private driveways and drive aisles will be determined at the time buildings are designed and positioned as part of implementing development projects and are subject to approval of the Director of Engineering.

Interstate 605

I-605 is located immediately west of the Specific Plan and is under the authority of the California Department of Transportation ("Caltrans"). Because the freeway falls completely outside of the Specific Plan Area's boundary, development of the Development Area does not affect Caltrans' plans for the operation and maintenance of I-605. Drivers of I-605 have convenient access to the Development Area via the on-/off-ramps at Live Oak Avenue and on-/off-ramp at Arrow Highway.

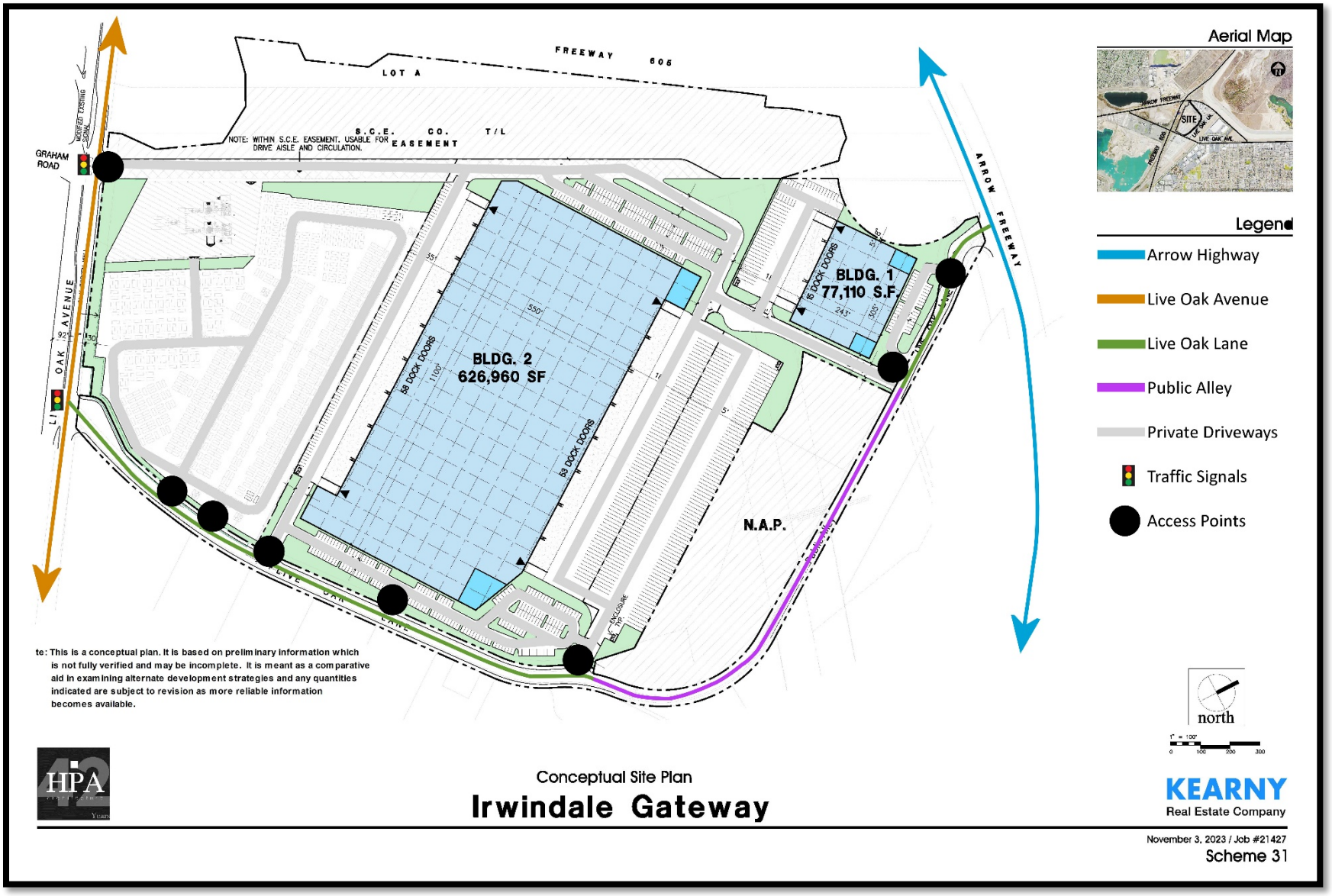


FIGURE 5-1 – CONCEPTUAL CIRCULATION PLAN WITH BESS

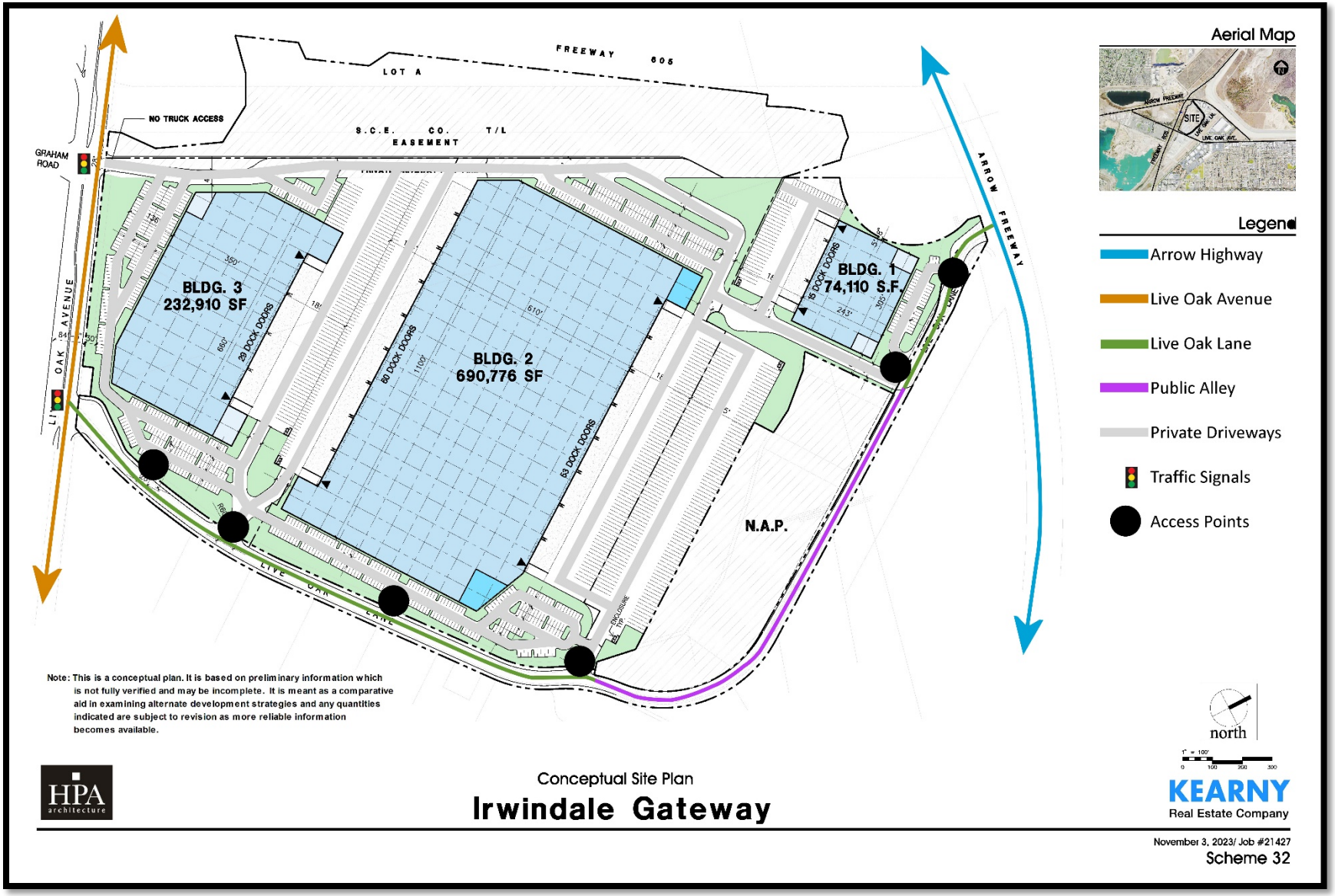


FIGURE 5-2 – CONCEPTUAL CIRCULATION PLAN WITHOUT BESS

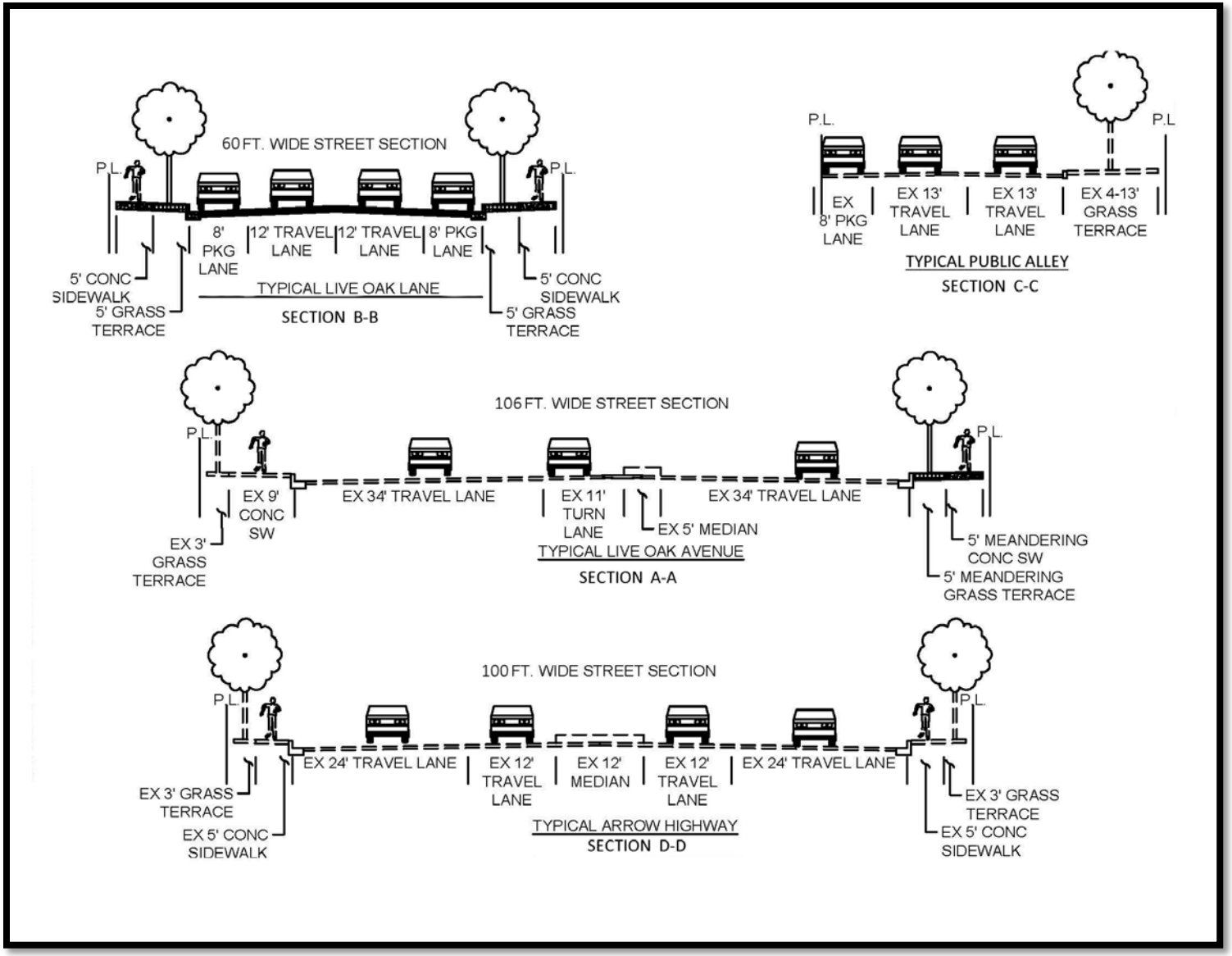
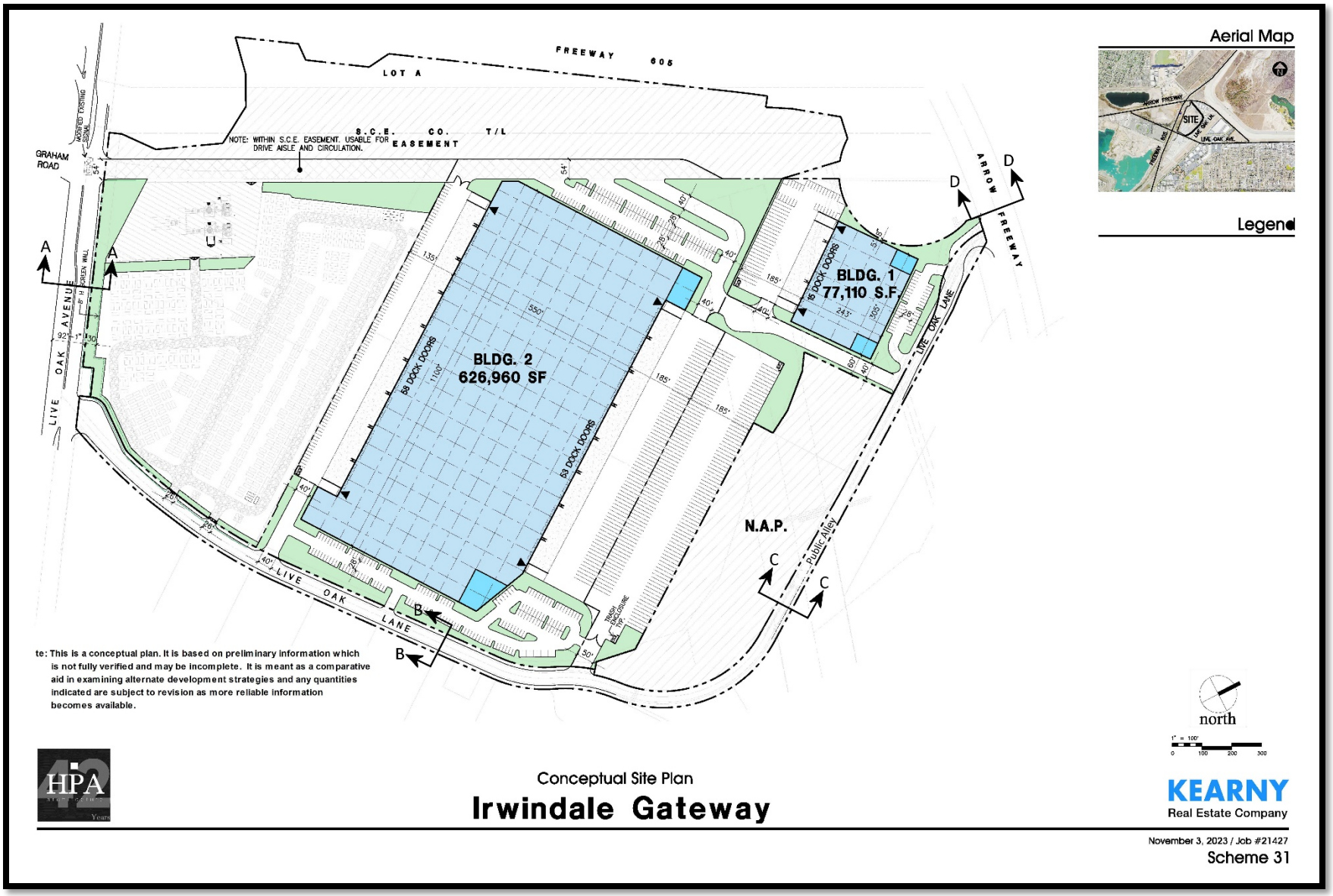


FIGURE 5-3 – TYPICAL ROW CROSS-SECTION



te: This is a conceptual plan. It is based on preliminary information which is not fully verified and may be incomplete. It is meant as a comparative aid in examining alternate development strategies and any quantities indicated are subject to revision as more reliable information becomes available.

FIGURE 5-4 – CROSS SECTION KEY PLAN

5.3 Non-Vehicular Circulation

The Specific Plan provides for convenient pedestrian movement and circulation within the portion of the Development Area that is accessible to the public via an integrated sidewalk network that is to be designed on individual building sites. As illustrated on Figure 5-5, “Conceptual Non-Vehicular Access Plan with BESS” and 5-6 “Conceptual Non-Vehicular Access without BESS,”, sidewalks are provided in the public right-of-way along the north side of Live Oak Avenue adjacent to the Development Area. Minimum 5-foot-wide sidewalks are or may be located along both sides of Live Oak Lane to facilitate pedestrian circulation between Arrow Highway and Live Oak Avenue. Crosswalks are designed at signalized intersections to ensure pedestrian safety. Foothill Transit is a public transit agency that serves the City of Irwindale. A bus stop at Live Oak Avenue and Stewart Avenue is located less than a mile from the Development Area and a bus stop at Rivergrade Road and Arrowhead Hwy is located approximately within a mile and a half of the Development Area.

Both Arrow Highway and Live Oak Avenue are Bicycle Priority Corridors in the City’s Active Transportation Plan. Development in the Development Area would not impact proposed new bicycle facilities along the roadways.

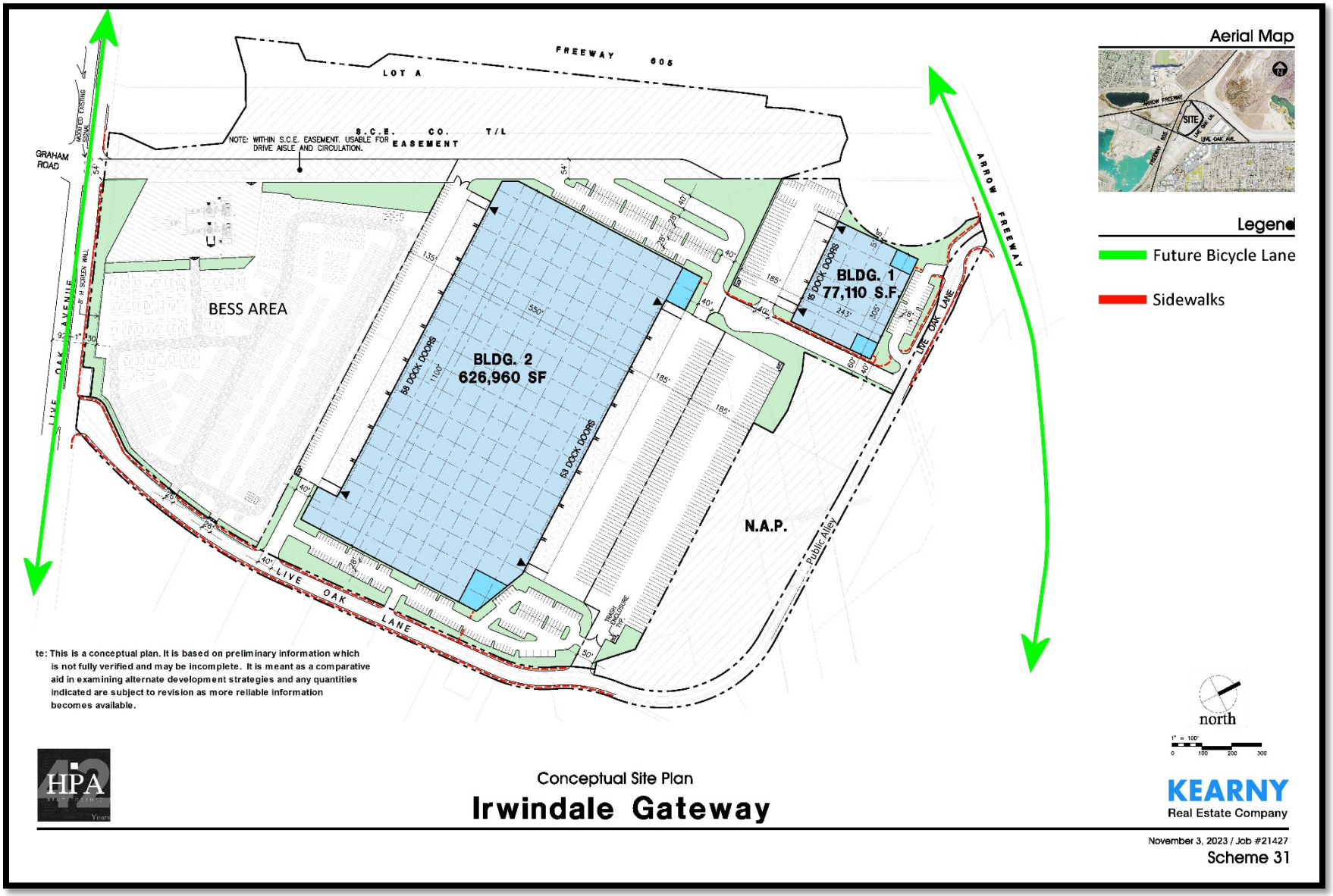


FIGURE 5-5 – CONCEPTUAL NONVEHICULAR ACCESS PLAN WITH BESS

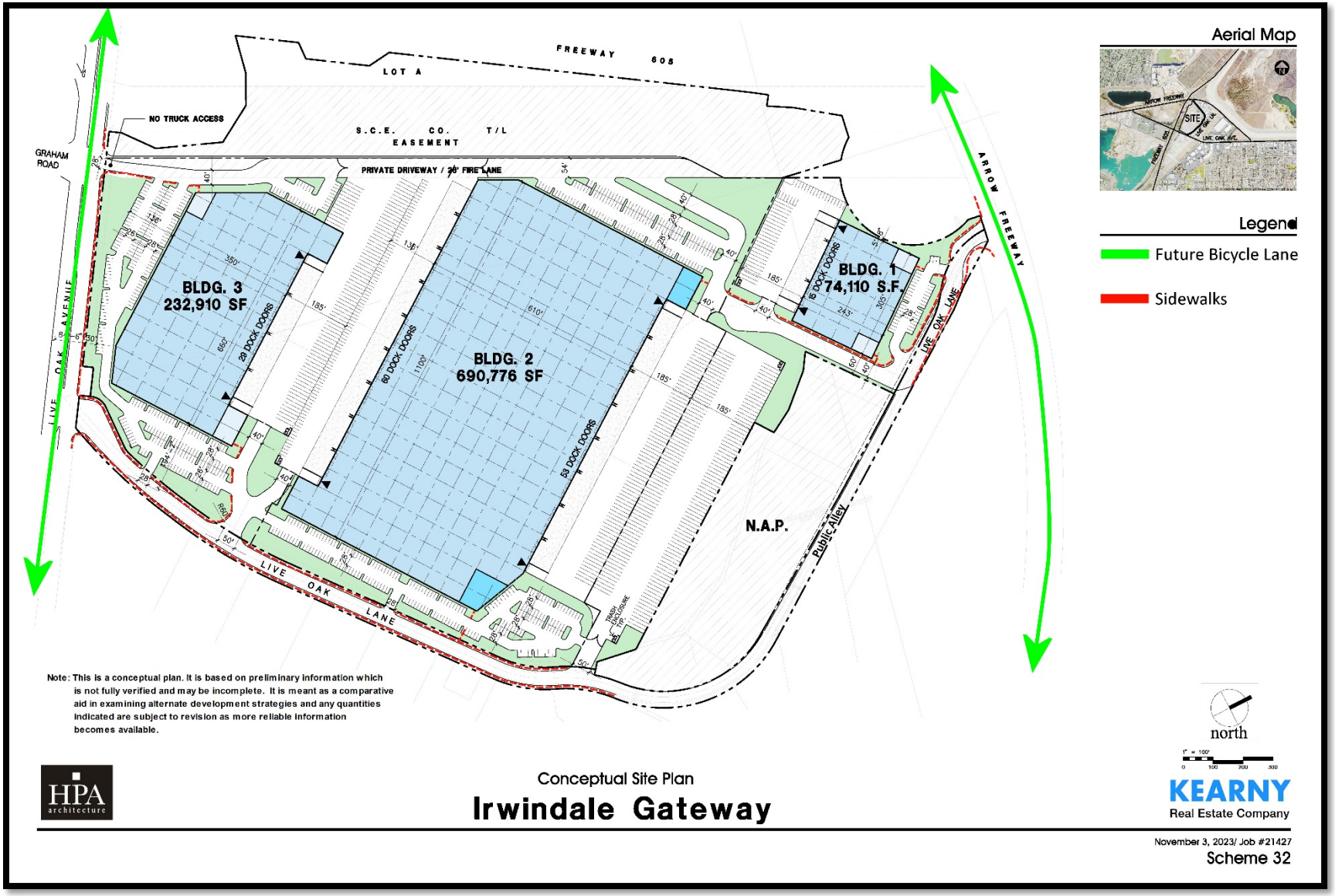


FIGURE 5-6 – CONCEPTUAL NONVEHICULAR ACCESS PLAN WITHOUT BESS

VI. Development Standards

6. Development Standards

6.1 Purpose and Intent

This section establishes development standards applicable to all developments within the Development Area. The standards provided herein work in concert with the architecture and landscape guidelines set forth in Section 7, Design Guidelines, to achieve the vision of the Specific Plan. All new developments and alterations to existing land uses and structures in the Development Area shall be designed, constructed, and established in compliance with the requirements of this Section.

6.2 Definitions

As used herein, the following terms shall have the following meanings:

"Battery Energy Storage System" or "BESS": A battery energy storage system (BESS), is an engineered system of electrical devices and equipment that enable electric energy, such as energy generated from renewable energy sources, like solar and wind, to be stored and then released when the power is needed. BESS components may include: battery modules, battery module enclosures, and Battery Management System (BMSs), bi-directional power inverters and transformers, electrical conductors, overhead and/or underground high voltage lines and supporting pole structures, temperature control and ventilation systems, fire detection and suppression systems, gas detection systems, electrical switching equipment, auxiliary power systems, computer and telecommunications equipment, security systems including but not limited to cameras, lighting, signage, stormwater drainage facilities, perimeter wall or fence, and structures or other supporting ancillary facilities required to facilitate the safe and efficient operation of such systems and equipment or satisfy applicable development standards. Battery modules would be stored in numerous freestanding outdoor battery enclosures or containers that shall not be considered Buildings hereunder or otherwise.

"Battery Module": A set of battery cells that are connected together or encapsulated and which are meant to be used either independently or in combination with other modules.

"Battery Module Enclosure": A freestanding enclosed container or other structure that contains one or more battery modules. The battery module enclosure is intended to protect the battery modules from external impacts, weather, and the like.

"Building": Any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons, animals, or property of any kind. For purposes of this Specific Plan, a Battery Module Enclosure shall not be considered a Building.

"Height": The vertical distance as measured from the highest finished grade adjacent to a Building or structure to the highest point of the same Building or structure, including any building parapet or equipment screening walls.

6.3 Permitted Uses

Uses are permitted in the Specific Plan as indicated in Table 6-1. Uses not identified in this table are not permitted unless it is determined by the Community Development Director that a use is similar to other permitted uses, pursuant to the provisions of Section 9.3.

The symbols shown in Table 6-1 are defined as follows:

- **"P"** means the use is permitted by right, subject to applicable development standards and requirements of this Specific Plan.
- **"C"** means the use is conditionally permitted, subject to the approval of a Conditional Use Permit application in accordance with the requirements of the Zoning Code.
- **"A"** means the use is permitted by right, provided the use is ancillary to the primary or conditionally permitted use of the property.
- **"DA"** means the use is subject to a Development Agreement.
- **"X"** means the use is prohibited.

Table 6-1 Allowable Uses

USE	LAND USE PLAN 1	LAND USE PLAN 2	ADDITIONAL NOTES
Professional Offices and Services			
Administrative and professional offices	P	P	
Banks and Financial Institutions	P	P	With and without drive-thru
Data processing and storage centers	P	P	
Industrial, Warehousing, Fabricating, and Manufacturing Uses			
Automobile and truck repair garages	C	C	
Bakeries and confectionaries, including manufacturing and wholesale	P	P	
Bottling plants	P	P	
Billboards	P	P	Subject to Chapter 17.20 (Billboards) of the IMC
Computer and electronic parts manufacturing and assembly	P	P	
Concrete and concrete products manufacture	C	C	

USE	LAND USE PLAN 1	LAND USE PLAN 2	ADDITIONAL NOTES
Distribution warehouses, general warehouses, and fulfillment centers, for dry goods	P	P	
Distribution warehouses, general warehouses, and fulfillment centers for chilled, cooled, or frozen goods	P	P	A maximum of 387,500 square feet (SF) of chilled, cooled and freezer warehouse space is permitted in the Development Area.
Fabricating and machining of metal, glass, wood, stone, or paper.	P	P	Includes direct-to-consumer sales of goods and/or products on the premises, that are either manufactured, warehoused, or wholesaled on-site.
Food commissaries	C	C	
Manufacturing or processing of food	P	P	Limited to manufacture, wholesale and/or distribution only. Does not include animal slaughter.
Industrial retail sales	A	A	Limited to 15% of the Building's gross sf
Industrial robotics manufacturing and assembly	P	P	
Job printers	P	P	
Joining and assembly manufacturing	P	P	
Machine Shops	P	P	
Machinery manufacture	P	P	
Manufacturing and assembly of products made with wood, stone, fiber, textile, paper, plastic, canvas, casein, cork, clay, metal, pharmaceutical, cosmetic, electrical, glass, and wax	P	P	
Motor vehicle storage	P	P	Indoor storage only
Motor vehicle washing, cleaning, and detailing, includes mechanical or hand motor vehicle washing.	A	A	This ancillary use is not open to the public.

USE	LAND USE PLAN 1	LAND USE PLAN 2	ADDITIONAL NOTES
Plastics, fabrication from and molding	P	P	Includes the light manufacture of products thereof provided all grinding and operations are fully conducted within an enclosed Building
Plating	C	C	
Research & development services/laboratories	P	P	
Scientific instrument and equipment manufacturing or precision materials	P	P	
Self-storage/public	C	C	
Shipping/parcel delivery hub or sorting center	P	P	
Other			
Battery Energy Storage Systems (BESS)	X	DA	Shall be subject to the Irwindale Municipal Code chapter regarding BESS for standards not specified in the Specific Plan. Development shall be limited to the area identified as BESS Area on Figure 4-2. The Development Agreement shall comply with any applicable laws or ordinances in effect at the time of Development Agreement approval.
Telecommunications facilities	C	C	Subject to Chapter 17.12 (Specific Use Regulations) of the IMC

6.4 Development Standards - Industrial and Business Park

Industrial and Business Park Sites shall comply with the development standards listed in Table 6-2.

Table 6-2-Development Standards

Development Standards	Requirement
Site Requirements	
Minimum Lot Size	40,000 square feet
Maximum Floor Area Ratio[1]	0.65
Minimum Setback Requirements[2]	
Arrow Highway Setback	
Building	20 ft.
Drive Aisle and Parking[3]	12 ft.; 10 ft. adjacent to dedicated turn pockets
Live Oak Avenue Setback	
Building	20 ft.
Drive Aisle and Parking[3]	12 ft.; 10 ft. adjacent to dedicated turn pockets
Live Oak Lane Setback	
Building	10 ft.
Drive Aisle and Parking[3]	10 ft.
Allowable architectural encroachments into setbacks (cornices, eaves, canopies, etc.)[4]	5 ft.
Building Requirements	
Maximum Building Height	60 ft.
Minimum Distance Between Buildings	20 ft.
Minimum Drive Aisle/Parking Space Separation	
Adjacent to building wall	10 ft.
Adjacent to screen wall/fence	5 ft.
Within screened/enclosed yards	0 ft.
Minimum Parking and Access Requirements	
Automobile Parking Ratio	Per Chapter 17.16 (Parking and Loading Standards) of the IMC
Automobile Parking Stall Size	9 ft. x 19 ft. (standard) 8 ft. x 15 ft. (compact)[5]
Truck Parking/Storage Stall Size	10 ft. x 55 ft.
Drive Aisle Width	26 ft.
Other Development Standards	
Walls and Fences	4 ft. minimum height 14 ft. maximum height
Minimum Landscaped Area	Per Section 6.6
Site Lighting	Light fixtures shall not exceed a height of 35'. Exterior lighting shall produce a maximum initial illuminance of no greater than 0.5 horizontal and vertical footcandles at the site boundary and beyond
Signs	In accordance with Chapter 17.19 (Signs) of the IMC

Notes

[1] The FAR maximum shall be calculated as a ratio of (1) the aggregate square footage of the Building(s) located on any portion of the Development Area developed for Industrial and Business Park Uses divided by (2) the total square footage of such development site minus areas of public right of way. Under Land Use Plan 1 this would result in 1,490,732 s.f. (52.65 acres x 43,560 sf/acre x 0.65) and 1,039,407 s.f. (36.71 acres x 43,560 sf/acre x 0.65) under Land Use Plan 2.

[2] Minimum setback area shall be that distance measured between the face of the building wall or closest side of structure to the edge of the public right of way.

[3] Entire setback shall be landscaped. Landscaping shall include trees, shrubs, groundcovers, and/or vines and may include walkways, benches, trellises, thematic fencing/walls, and related amenities.

[4] Only permitted where adequate emergency access can be maintained.

[5] Compact spaces shall comprise no more than 25% of all required automobile parking spaces.

6.4.1 Other Development Standards (Industrial and Business Park)

In addition to the development standards required by Table 6-1, the following standards apply to Industrial and Business Park Sites:

1. Manufacturing and processing activities shall be conducted within a wholly enclosed building.
2. Outdoor storage of materials and equipment shall be ancillary to a permitted use. Outdoor storage shall be fully screened and trucks and vehicles shall be stored within enclosed areas.
3. All loading/unloading of trucks shall occur within the truck courts. Trucks and service vehicles shall have clear and convenient access into and within truck courts or loading areas of every building and shall not be located to disrupt vehicular and pedestrian circulation. The loading/unloading of trucks within the right-of-way shall be prohibited.
4. Loading docks and truck yards shall be visually screened from public streets by walls, fencing, landscaping, and/or other screening features or barriers (such as berms) with a height of 14 feet, as measured from the interior side of the barrier.
5. Ground-mounted exterior mechanical and electrical equipment, heating, ventilating, air conditioning, tanks, and other mechanical and electrical devices shall be screened and treated with a neutral color or obscured by landscaping when visible from Arrow Highway, Live Oak Avenue, or Live Oak Lane.
6. Roof-mounted equipment shall be screened when visible from Arrow Highway, Live Oak Avenue, or Live Oak Lane. Screening may be accomplished with the building parapet or the use of a roof mounted equipment screen. Screening materials shall be compatible with the design and architecture of the building.
7. Entry gates shall be positioned to allow enough distance for the stacking of at least one (1) 5-axle truck in front of each gate without any portion of the truck extending into the public right-of-way.
8. Locate and design service entrances so they do not interfere with owner/tenant/customer access.
9. Trash and refuse collection areas shall comply with the provisions of Chapter 17.13 (Site Planning and General Development Standards) of the IMC.
10. Prior to issuance of a building permit, a Comprehensive Sign Program shall be approved by the City pursuant to Chapter 17.19 (Signs) of the IMC.

6.5 Development Standards – Battery Energy Storage Systems

Battery Energy Storage System developments shall comply with the development standards contained in Table 6-3.

Table 6-3-Development Standards

Development Standards	Requirement
Site Requirements	
Maximum Lot Coverage[1]	65%
Minimum Setback Requirements[2]	
Live Oak Avenue Setback	
BESS equipment or other enclosed structure	20 ft.
Drive Aisle and Parking[3]	12 ft.; 10 ft. adjacent to dedicated turn pockets
Live Oak Lane Setback	
BESS equipment or other enclosed structure	10 ft.
Drive Aisle and Parking[3]	10 ft.
BESS and Building Requirements	
Maximum BESS Equipment Height	12 ft.
Maximum Building Height	15 ft.
Minimum Parking and Access Requirements	
Automobile Parking Ratio	
BESS areas	Four (4) parking spaces for the entire BESS facility
Automobile Parking Stall Size	9 ft. x 19 ft. (standard) 8 ft. x 15 ft. (compact)[4]
Minimum Drive Aisle Width	20 ft.
Other Development Standards	
Walls and Fences	14 ft. maximum height
Minimum Landscaped Area	Per Section 6.6
Site Lighting	Light fixtures shall not exceed a height of 35 ft.
Signs	In accordance with Chapter 17.19 (Signs) of the IMC
Maximum Height of BESS Substation Dead-end Structure[5]	65 ft.
Maximum Height of Interconnection Poles to Southern California Edison Substation (along Live Oak Ave).	The electrical tie-line shall be undergrounded unless the applicable agency(ies), including but not limited to Southern California Edison or California Independent System Operator (CALISO), reject the proposed underground line. If the applicable agency(ies) require an overhead tie-line, the Applicant shall be subject to a Zone Variance application per IMC Chapter 17.32.

Notes

[1] Lot coverage shall be calculated as a ratio of (1) the total aggregate square footage of area within any development site of the footprint of Battery Module Enclosures, inverters, transformers, and any ancillary buildings divided by (2) the total square footage of such development site.

[2] Minimum setback area shall be that distance measured between the face of the building wall or closest side of structure to the edge of the public right of way.

[3] Entire required setback shall be landscaped. Landscaping shall include trees, shrubs, groundcovers, and/or vines and may include walkways, benches, trellises, thematic fencing/walls, and related amenities.

[4] Compact spaces shall comprise no more than 25% of all required automobile parking spaces.

[5] The dead-end structure is the onsite substation termination of the transmission line and highest structure for the onsite substation.

6.5.1 Other Development Standards (BESS)

In addition to the development standards required by Table 6-2, the following standards apply to Battery Energy Storage System developments:

1. A BESS facility shall be screened with an 8-foot-high wall where in sight of proximal portions of Live Oak Avenue or Live Oak Lane at Specific Plan build-out.
2. The ground surface of a BESS facility shall be covered with gravel, asphalt, concrete, or other compatible materials.
3. BESS collector substation metal structures and high voltage line support poles shall be galvanized steel or finished with another low-reflective neutral colored surfacing when visible from Arrow Highway, Live Oak Avenue, or Live Oak Lane.
4. A BESS facility may include an onsite "collector" substation that would connect via a 230 kV underground electric tie-line to a Point of Interconnection (POI) at the existing Southern California Edison ("SCE") Edison Rio Hondo Substation located south of Live Oak Avenue. The electrical tie-line shall be undergrounded unless the applicable agency(ies), including but not limited to Southern California Edison or California Independent System Operator (CALISO), reject the proposed underground line. If the applicable agency(ies) require an overhead tie-line, the Applicant shall be subject to a Zone Variance application per IMC Chapter 17.32. The overhead line would transition to underground at a transition pole. The underground portion of the electric tie-line would consist of conduits containing electric power cables, fiber optic communications cable, and a grounding conductor within an approximately 3'-0" wide and 3'-0" deep, high-strength concrete encasement that would be a minimum of 3'-0" below the surface. Impacts related to the undergrounding of the electric tie-line would not result in a net increase of impacts of the proposed projects. .
5. A BESS facility may include, but is not required to include, a single-story warehouse-type building for storage of parts used for maintenance. Any such single-story warehouse-type building shall be consistent with the Design Guidelines set forth in Chapter 7 of this Specific Plan.
6. Prior to issuance of a building permit, a Comprehensive Sign Program shall be approved by the City pursuant to Chapter 17.19 (Signs) of the IMC.

6.6 Landscape

The following requirements shall apply to all site improvements within the Development Area, regardless of which Land Use Plan is implemented.

6.6.1 General Requirements

1. Minimum Site Landscaping. A minimum of 10% of the site area shall be landscaped.
2. Parking Lot Landscaping. A minimum of 20% of the total required landscape shall be provided in the parking lot; provided, however, that this requirement shall not apply to a development site within the Development Area that is being used for BESS.
3. Required Areas. All setbacks, parkways, open areas, plazas, paseos, and non-work areas that are visible from a public street/alley or from a parking lot available to the general public shall be landscaped.
4. Landscape Coverage Requirement. Shrubs, groundcover, and other plant material shall cover all areas that are visible from a public street/alley or from a parking lot available to the general public and that are not occupied by structures, parking areas, storage, trash enclosures, driveways, and sidewalks at the time of issuance of a Certificate of Occupancy. Embellished pavement, fountains, and similar hardscape materials may, in part, be substituted for the required landscaping through the Site Plan and Design Review process.
5. Parkway-Adjacent Planting and Maintenance. Parkways located between the sidewalk and the edge of development shall meet the following requirements:
    a. The ground surface shall contain shrubs, mulch, or ground cover to provide coverage within two years.
    b. If a wall or fence separates the development from the street, planting vines or espalier shrubs shall be incorporated into the planting design.
6. Required Landscaping for Loading Areas. Loading areas shall incorporate landscaping to provide screening if visible from the public right-of-way, adjacent uses, and pedestrians.

6.6.2 Trees

1. Perimeter landscaping shall include one street tree for each 30 lineal feet of street frontage.
2. Within parking areas, one tree for each 25 parking spaces shall be provided.
3. All trees planted along a street frontage shall be of a minimum 15-gallon size. Palm trees shall have a minimum brown trunk height of six feet.
4. All other trees planted in required landscaped areas shall be a minimum of five-gallon size or have a brown trunk height of three feet.

Design Guidelines VII.

7. Design Guidelines

7.1 Purpose and Intent

The Design Guidelines presented in this section establish the quality and character of the built environment for the master-planned development of the Specific Plan. The objectives of the Design Guidelines are:

1. To describe the thematic elements and the construction quality expected for the Development Area.
2. To provide the City of Irwindale with assurance that the Development Area will be developed in accordance with the quality and character described within this Specific Plan.
3. To serve as a guide to developers, builders, engineers, architects, landscape architects, and other professionals involved with implementing development in the Development Area in order to achieve and maintain the desired design quality.
4. To provide an aesthetic benchmark for the City of Irwindale to use in their review of future implementing projects within the Development Area.
5. To steer the Development Area to convey a contemporary aesthetic theme and character while allowing flexibility for practical application and creative expression.
6. To encourage the implementation of energy efficient design features in Buildings that can be implemented in the site planning, design, and construction phases of the Development Area to minimize waste deposited at landfills, decrease energy use and fossil fuel consumption, and reduce domestic water consumption.

7.2 Applicability

The Design Guidelines presented in this chapter apply to all development within the Specific Plan Area, except Battery Module Enclosures and associated substation and electrical equipment (collectively, “BESS Facilities”), for which uses, only the development regulations shall apply. Where these Design Guidelines are silent, except with respect to BESS Facilities, the City’s Commercial and Industrial Design Guidelines shall prevail.

7.3 Site Planning

This section sets forth general site planning guidelines that address unique considerations associated with development within the Development Area.

1. Locate the office portion of Buildings at the corner(s) of the Building. For Buildings adjacent to Live Oak Avenue or Live Oak Lane, orient the office toward the road to provide visual interest from the public roadway.
2. Orient and screen elements such as trash enclosure areas, loading bay doors, and service docks in ways that minimize their visibility from Live Oak Avenue or Live Oak Lane.
3. Use solid walls, screened fences, landscaping, or other visual barriers to visually screen truck courts and loading docks from public view from Live Oak Avenue or Live Oak Lane, where possible.

4. Site design shall specifically address the needs of pick-up, delivery, and service vehicles related to Industrial and Business Park Uses.
    a. Design loading areas to provide for tractor trailer backing and maneuvering on-site and not from a public street.
    b. Provide appropriate on-site service vehicle parking/turnouts in an efficient, non-obtrusive location appropriate to the scale and needs of the development.
    c. Loading vehicles, when parked, shall not impede normal traffic flow.

Conceptual site plans are shown in Figures 7-1 and 7-2.

7.4 Building Architecture

7.4.1 Architectural Design

Buildings should be characterized by simple and distinct cubic masses with interlocking volumes of wall planes, colors, and materials to create visual appeal, aesthetically pleasing proportions, and strong shadow patterns. Colors, materials, and textures will be mixed to create interest.

A Spanish contemporary influence is required throughout the Development Area. All design elements of Buildings shall be compatible (but not identical) in character, massing, and materials in order to promote a clean and contemporary style. Creativity is encouraged in building design, with care taken to maintain a sense of similarity among all Buildings to reinforce a unified image within the Development Area. Generally, Buildings within the Development Area shall not be overly “trendy” or strongly historical; however, contemporary Spanish thematic elements visible from public streets, such as arched entryways and windows, and other subtle references to the history of the region are acceptable. Architectural styles should complement, not detract from, the general architectural character found in the City of Irwindale.

7.4.2 Building Form

Building form is one of the primary elements of architecture. Numerous design aspects, including shape, mass (size), scale, proportion, and articulation, are elements of a Building’s “form.” Building forms are especially important for building elevations that face the following view corridors:

1. Building façades that face and are immediately adjacent to and visible from Live Oak Avenue.
2. Building façades that face and are immediately adjacent to and visible from Arrow Highway.
3. Building façades that face and are immediately adjacent to and visible from Live Oak Lane.

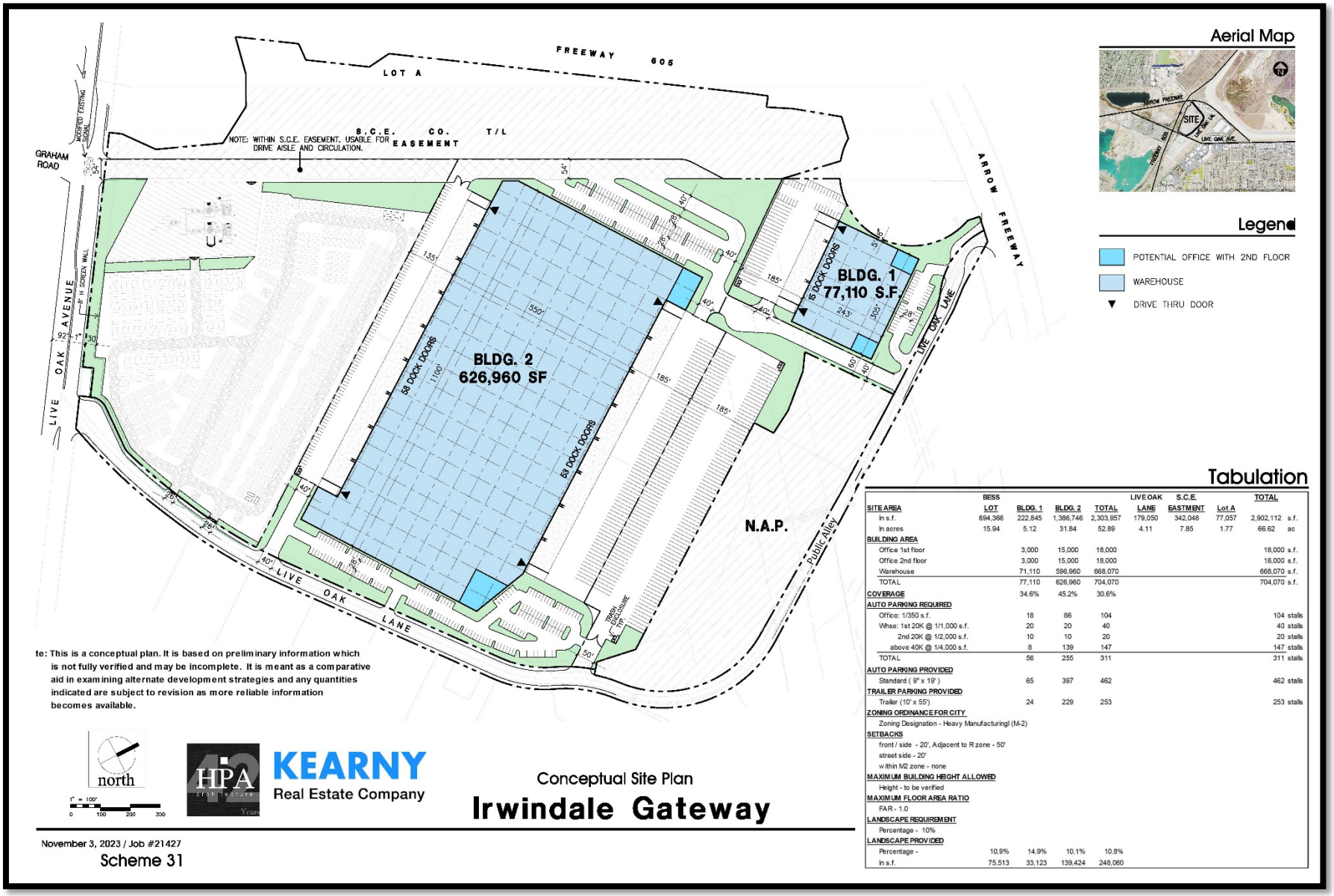
The following guidelines apply to all Buildings within the Development Area to ensure that structural development is visually appealing and inviting to pedestrians and motorists:

1. Use geometric forms to constitute the overall building form. Rectangular forms are encouraged to promote balance, rhythm, and visual interest. Layering of forms creates detail, depth and shadow and is strongly encouraged. However, avoid arbitrary, complicated building forms.
2. Articulate building planes visible from Live Oak Avenue, Arrow Highway, I-605, and/or Live Oak Lane by changes in exterior building materials, color, texture, and decorative accents.

Articulated features (e.g., pop-outs and recesses, breaks, overhangs, height changes, etc.) should be used to create a pedestrian scale at primary Building entries.

3. Modulation and variation of building masses between adjacent Buildings visible from Live Oak Avenue, Arrow Highway, and Live Oak Lane is encouraged. This includes varied parapet heights and change of building plane, in plan.
4. Generous use of windows and doors in the office areas and articulation and different paint colors to break up Building walls and bulk.
5. Design each Building to have a well-defined entry with careful roof and façade articulation to create visual interest and scale, including changes in massing, color, and/or building materials.
6. Recess or cover pedestrian and ground-level Building entries by architectural projections or roofs in order to provide shade and visual relief.
7. Design Buildings to have a base and cornice expression. These expressions can be accomplished through the use of clean, simplistic, and not overly complicated architectural and trim detailing on Building façades, and changes of material/color or recesses.
8. Materials applied to building elevations should turn the corner of the Building to a logical termination point in relation to architectural features or massing.

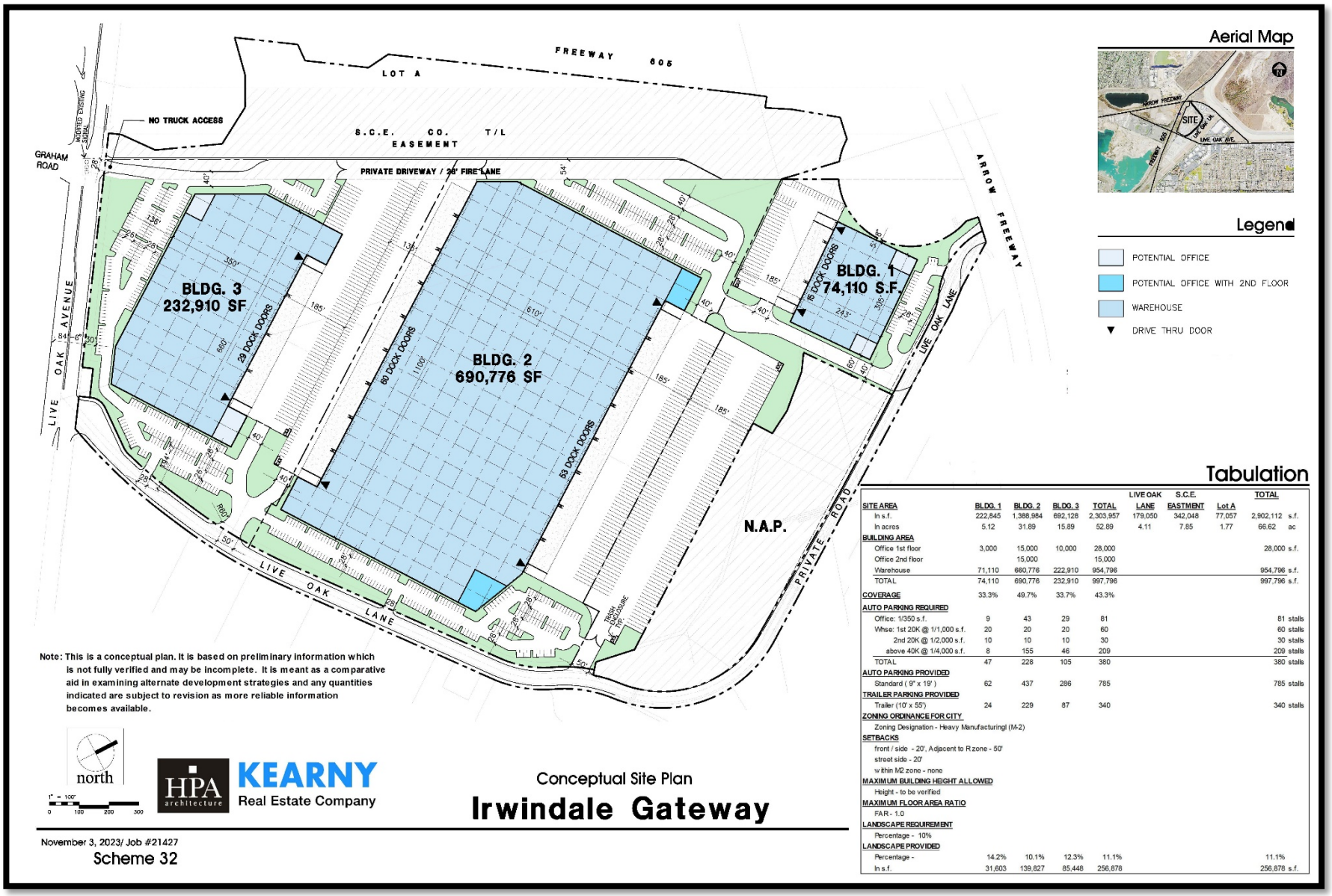
Conceptual elevations demonstrating acceptable building form are illustrated in Figure 7-3 below.



Tabulation

SITE AREA	BESS LOT	BLDG. 1	BLDG. 2	TOTAL	LIVE OAK LANE	S.C.E. EASTMENT	Lot A	TOTAL
In s.f.	694,366	222,845	1,386,746	2,303,957	179,050	342,048	77,057	2,902,112 s.f.
In acres	15.94	5.12	31.84	52.89	4.11	7.85	1.77	66.62 ac
BUILDING AREA								
Office 1st floor		3,000	15,000	18,000				18,000 s.f.
Office 2nd floor		3,000	15,000	18,000				18,000 s.f.
Warehouse		71,110	596,960	668,070				668,070 s.f.
TOTAL		77,110	626,960	704,070				704,070 s.f.
COVERAGE		34.6%	45.2%	30.6%				
AUTO PARKING REQUIRED								
Office: 1/350 s.f.		18	86	104				104 stalls
Whse: 1st 20K @ 1/1,000 s.f.		20	20	40				40 stalls
2nd 20K @ 1/2,000 s.f.		10	10	20				20 stalls
above 40K @ 1/4,000 s.f.		8	139	147				147 stalls
TOTAL		56	255	311				311 stalls
AUTO PARKING PROVIDED								
Standard (9' x 19')		65	397	462				462 stalls
TRAILER PARKING PROVIDED								
Trailer (10' x 55')		24	229	253				253 stalls
ZONING ORDINANCE FOR CITY								
Zoning Designation - Heavy Manufacturing((M-2)								
SETBACKS								
front / side - 20', Adjacent to R zone - 50'								
street side - 20'								
within M2 zone - none								
MAXIMUM BUILDING HEIGHT ALLOWED								
Height - to be verified								
MAXIMUM FLOOR AREA RATIO								
FAR - 1.0								
LANDSCAPE REQUIREMENT								
Percentage - 10%								
LANDSCAPE PROVIDED								
Percentage -	10.9%	14.9%	10.1%	10.8%				
In s.f.	75,513	33,123	139,424	248,060				

FIGURE 7-1 – CONCEPTUAL SITE PLAN WITH BESS



Tabulation

SITE AREA	BLDG. 1	BLDG. 2	BLDG. 3	TOTAL	LIVE OAK LANE	S.C.E. EASTMENT	Lot A	TOTAL
In s.f.	222,845	1,388,984	692,128	2,303,957	179,050	342,048	77,057	2,902,112 s.f.
In acres	5.12	31.89	15.89	52.89	4.11	7.85	1.77	66.62 ac
BUILDING AREA								
Office 1st floor	3,000	15,000	10,000	28,000				28,000 s.f.
Office 2nd floor		15,000		15,000				
Warehouse	71,110	660,776	222,910	954,796				954,796 s.f.
TOTAL	74,110	690,776	232,910	997,796				997,796 s.f.
COVERAGE	33.3%	49.7%	33.7%	43.3%				
AUTO PARKING REQUIRED								
Office: 1/350 s.f.	9	43	29	81				81 stalls
Whse: 1st 20K @ 1/1,000 s.f.	20	20	20	60				60 stalls
2nd 20K @ 1/2,000 s.f.	10	10	10	30				30 stalls
above 40K @ 1/4,000 s.f.	8	155	46	209				209 stalls
TOTAL	47	228	105	380				380 stalls
AUTO PARKING PROVIDED								
Standard (9' x 19')	62	437	286	785				785 stalls
TRAILER PARKING PROVIDED								
Trailer (10' x 55')	24	229	87	340				340 stalls
ZONING ORDINANCE FOR CITY								
Zoning Designation - Heavy Manufacturing(M-2)								
SETBACKS								
front / side - 20', Adjacent to R zone - 50'								
street side - 20'								
w thin M2 zone - none								
MAXIMUM BUILDING HEIGHT ALLOWED								
Height - to be verified								
MAXIMUM FLOOR AREA RATIO								
FAR - 1.0								
LANDSCAPE REQUIREMENT								
Percentage - 10%								
LANDSCAPE PROVIDED								
Percentage -	14.2%	10.1%	12.3%	11.1%				11.1%
In s.f.	31,603	139,827	85,448	256,878				256,878 s.f.

FIGURE 7-2 – CONCEPTUAL SITE PLAN WITHOUT BESS



FIGURE 7-3 – CONCEPTUAL BUILDING FORM

7.4.3 Building Materials, Colors, and Textures

The use of complementary materials and colors for Buildings plays a key role in developing a clean, contemporary visual environment. Accordingly, the selected exterior materials, colors, and textures for Buildings should complement one another among all Buildings within the Development Area. Slight variations in materials, colors, and/or textures from Building to Building are encouraged to provide visual interest.

1. Appropriate primary exterior building materials include stucco, concrete, and similar materials, including concrete tilt-up panels. Accent primary materials used on Building facades that are visible from public rights of way through the use of secondary materials such as glass or glazing units, glass block, natural or fabricated stone, brick, metal, and tile or tile panel systems.
2. The use of metal and/or glass fabrications for curtain wall areas are appropriate.
3. Trim details may include metal finished in a consistent color, plaster, contemporary shaped foam, or concrete elements finished consistently with the building treatment. Use of overly extraneous “themed” detailing, like oversized or excessively shaped foam cornice caps, foam molding, and window detailing is discouraged.
4. Material changes should occur at intersecting planes, preferably at the inside corners of change of wall planes, or where architectural elements intersect.
5. Primary exterior Building colors are encouraged to be light and warm tones. Darker and/or more vibrant accent colors may be provided in focal point areas, such as around Building entrances and near outdoor gathering spaces.
6. Bright primary colors, garish use of color and arbitrary patterns or stripes are discouraged, except in signage logos.
7. Exposed downspouts, service doors and mechanical screen colors should be the same color as the adjacent Building wall.

The Suggested Material and Color Palette shown in Figure 7-4 below is for conceptual purposes only. Other colors that are consistent or similar in nature to the colors provided in the Suggested Color Palette may also be considered as appropriate.

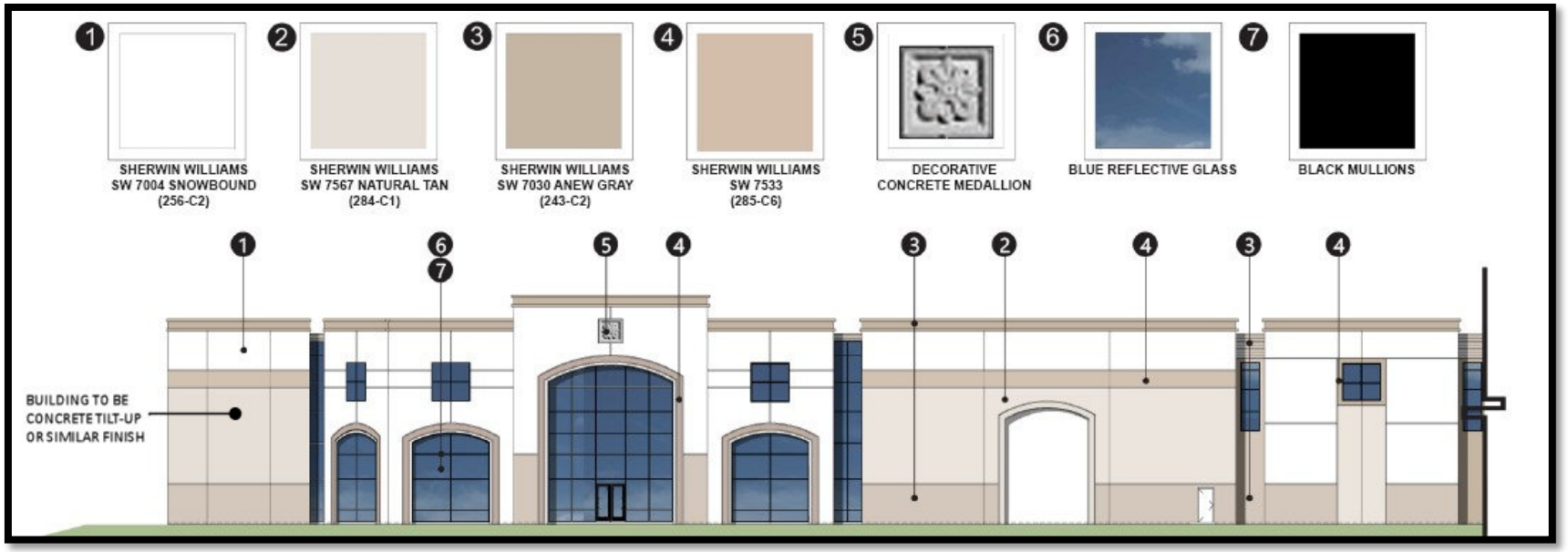


FIGURE 7-4 – COLOR AND MATERIAL PALETTE

7.4.4 Windows and Doors

The patterns of openings – windows and doors (excluding trailer-loading dock doors) – are to correspond with the overall rhythm of the Building and be consistent in form, pattern, and color. Guidelines for windows and doors used in the Development Area are as follows:

1. Introduce recessed window and door openings to enhance the visual play of light and shadow.
2. When possible, place the layout of doors and windows on individual Building façades in a repetitive pattern to create continuity.
3. Use consistent styles, forms and colors of windows.
4. Gold or unfinished/untreated metal window or door frames are prohibited. Clear silver anodized frames are allowed.
5. Use clear or colored glass with medium to high performance glazing. Silver mirrored glass is prohibited.
6. Clearly define all pedestrian entrances to Buildings by features such as overhangs, awnings, and canopies or embellished with decorative framing treatments – including but not limited to accent trim. Dark and confined entries, flush doorways, and unarticulated entry alcoves are discouraged.

Figure 7-5- Windows and Doors



7.4.5 Functional Elements

Carefully consider the design and location of functional elements common to all Buildings. Examples of functional elements include loading doors, service docks, ground or wall-mounted equipment, rooftop equipment, rain gutters and downspouts, and trash enclosures.

Loading Doors and Service Docks

1. Orient and screen loading doors, service docks, and equipment areas so they are not easily visible from Live Oak Avenue, Arrow Highway, Live Oak Lane, and publicly accessible locations within the Irwindale Gateway Development Area. Screening may be accomplished with solid walls or fences that are compatible with the architectural expression of the Building or by any effective combination of walls, fences, landscaping, and berms.
2. No direct loading or unloading activity is permitted to take place from Live Oak Avenue, Arrow Highway, or Live Oak Lane. Trucks and service vehicles shall have clear and convenient access

into and within truck courts or loading areas of every building within the Development Area and should not disrupt vehicular and pedestrian circulation.

3. Separate loading docks and truck courts from visitor and customer parking areas and pedestrian circulation areas (e.g., walkways) utilizing walls, fences and/or landscaping.
4. Design truck and service vehicle entries to provide clear and convenient access to truck courts and loading areas such that passenger vehicle, pedestrian, and bicycle circulation is not adversely affected.

Ground or Wall-Mounted Equipment

1. Locate electrical equipment rooms within a Building. Pop-outs or shed-like additions are discouraged, unless fully incorporated in the architectural concept of the Building.
2. Ground-mounted equipment, including but not limited to mechanical equipment, electrical equipment, emergency generators, boilers, storage tanks, risers, and electrical conduits, but specifically excluding electrical transformers, shall be screened to limit visibility from off-site public viewing areas. Screening may be accomplished with site walls or landscape elements that are consistent with these Design Guidelines.
3. Wall-mounted items, such as roof ladders or electrical panels, shall not be located on the Building façade facing adjacent public roads when alternative locations are practical and safe. Wall-mounted items should be screened or incorporated into the architectural elements of the Building so as not to be visually obvious from public streets or other publicly accessible areas within or adjacent to the Development Area.

Rooftop Equipment

1. Rooftop equipment, including but limited to mechanical equipment, electrical equipment, storage tanks, cellular telephone facilities, satellite dishes, skylights, vents, exhaust fans, smoke hatches, and mechanical ducts, shall be screened to limit visibility from public roads or visitor parking lots within the Development Area.
2. Rooftop screens (i.e., parapet walls) shall be integrated into the architecture of the main Building.
3. Wood finished rooftop screens are prohibited.

Trash Enclosures

1. All outdoor refuse containers shall be screened within a permanent, durable enclosure and should be oriented so they are not easily visible from public roads or other public viewing areas.
2. The design of trash enclosures shall reflect the architectural style of adjacent Buildings and use similar, high-quality materials.
3. Refuse collection areas shall be located behind or to the side of Buildings, away from the Building's main entrance.
4. All outdoor trash enclosures shall be constructed with solid roofs to prevent exposure of dumpster contents to rainfall and prevent polluted storm water runoff from these structures.

7.5 Landscape Architecture

The Specific Plan incorporates landscaping as a visual amenity along its perimeter to soften and minimize the perceived scale of development. Figures 7-6 and 7-7 illustrate the location of landscape amenities around the Development Area.

These Landscape Design Guidelines complement the existing setting of Irwindale, Southern California climate and local soil conditions, ease of maintenance, and water conservation. Water-efficient and drought-tolerant plant materials shall be placed throughout the Specific Plan and 'smart' computer-controlled irrigation systems shall be used to reduce water use to the minimum level necessary. These Landscape Design Guidelines promote an identity for the Development Area that is visually appealing and sensitive to the environment.

Although specific design information is presented in these Landscape Design Guidelines, these Guidelines are not intended to establish a set of rigid landscaping requirements for the Development Area and it is recognized that, at times, there may be a need to adapt these guidelines to meet certain pad-specific or building user identity requirements. As such, these Landscape Guidelines are intended to be flexible. However, it is critical to the Development Area's long-term design integrity that any deviations from these Landscape Design Guidelines are in keeping with the spirit of the core elements of the overall theme described herein to ensure a cohesive and unified landscape concept across the Development Area.

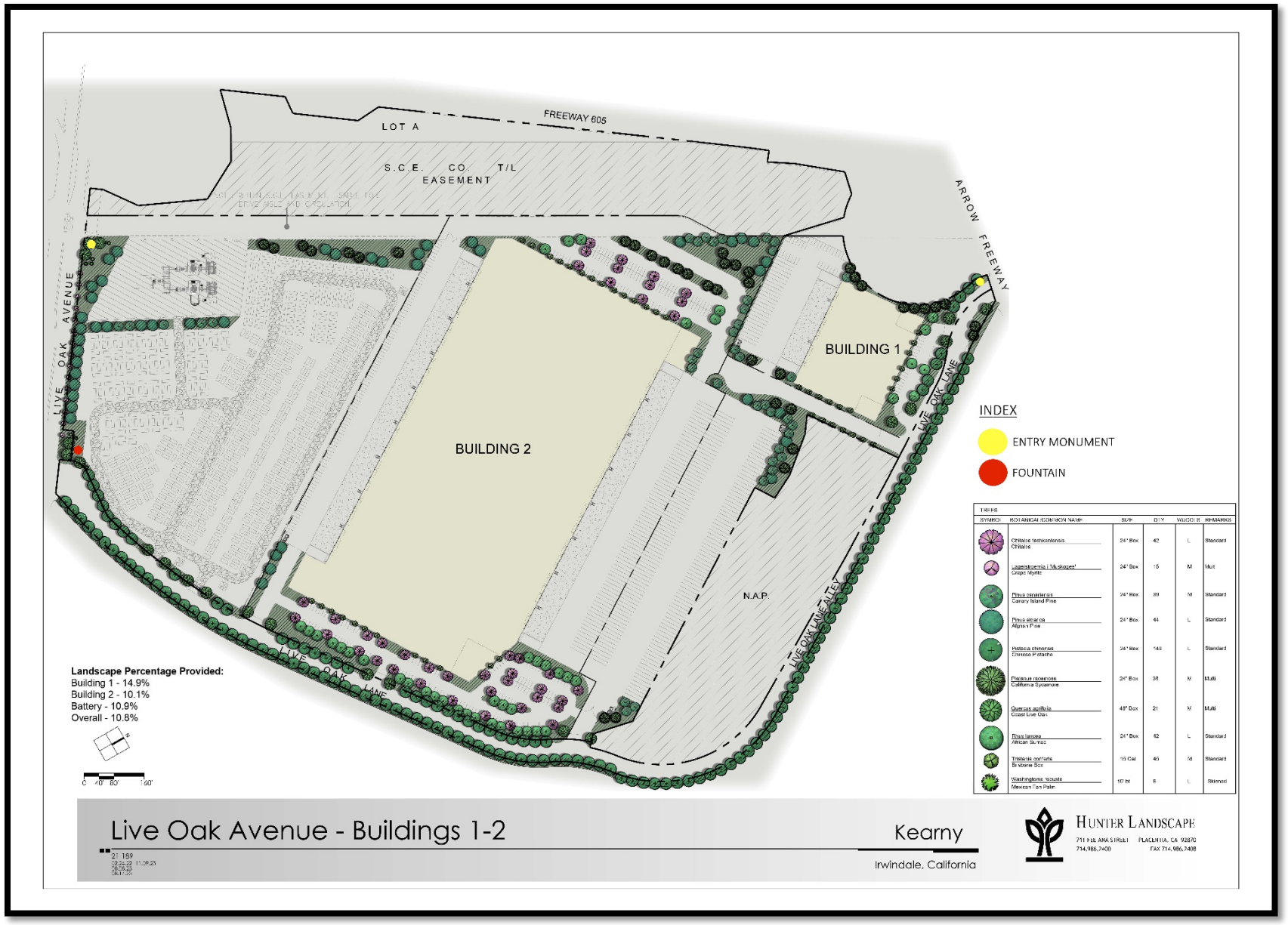


FIGURE 7-6 – CONCEPTUAL LANDSCAPE PLAN WITH BESS

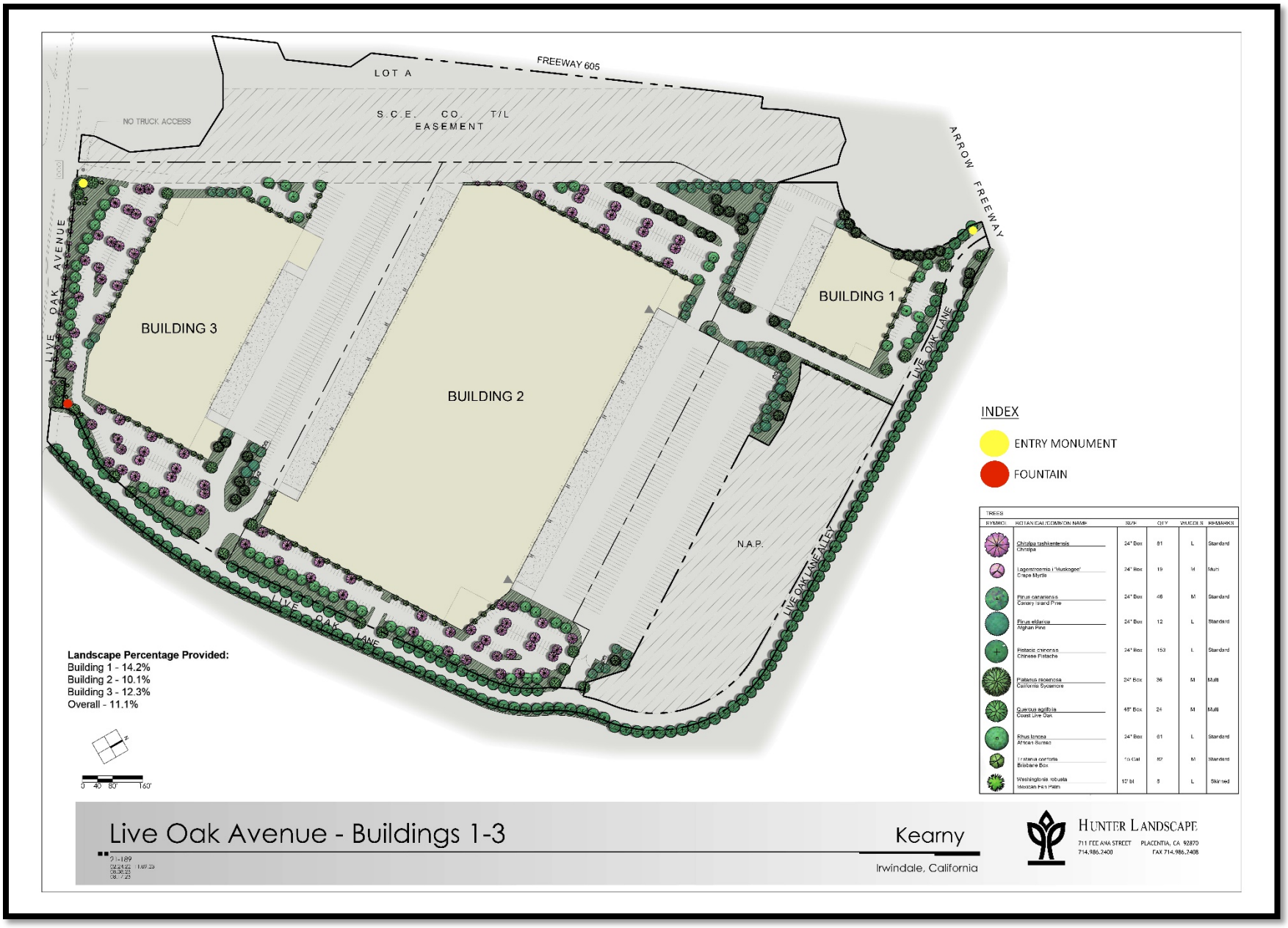


FIGURE 7-7 – CONCEPTUAL LANDSCAPE PLAN WITHOUT BESS

7.5.1 Plant Palette

The plant palette for the Specific Plan includes colorful shrubs and groundcovers, ornamental grasses and succulents, and evergreen deciduous trees – including flowering varieties – that are commonly used throughout southern California, and which complement the Specific Plan's design theme and setting. The plant materials used within the Specific Plan are water-efficient species that can thrive in the arid southern California climate.

Table 7-1, Plant Palette, provides a list of plant materials approved for use within the Specific Plan. The plants listed in Table 7-1 establish a base palette for the Specific Plan's landscape design. Other similar plant materials may be substituted for species listed in Table 7-1, provided the alternative plants are drought-tolerant and complement the Specific Plan's landscape theme.

Table 7-1-Plant Palette

PLANT TYPE	PLANTS
ENTRY ACCENT PALM TREES	Date Palm (*Phoenix dactylifera*)
STREET TREES	Camphor Tree (*Cinnamomum camphora*) Carrotwood Tree (*Cupaniopsis anacradiodes*) Jacaranda (*Jacaranda mimosifolia*) London Plane Tree (*Platanus x acerifolia*) Ornamental Pear (*Pyrus calleryana*) Queen Palm (*Syagrus romanzoffiana*)
PARKING LOT TREES	African Sumac (*Searsia lancea*) Bottle Tree (*Brachychiton populneus*) Fern Pine (*Podocarpus gracilior*) Karee (*Rhus lancea*)
FLOWERING TREES	Blue Palo Verde (*Parkinsonia florida*) Western Redbud (*Cercis occidentalis*) Chinese Flame Tree (*Koelreuteria bipinnata*) Pink Dawn (*Chitalpa tashkentensis*) Crape Myrtle (*Lagerstroemia*)
EVERGREEN TREES	Australian Willow (*Geijera parviflora*) Brisbane Box (*Lophostemon confertus*) Coast Live Oak (*Quercus agrifolia*) Mondell Pine (*Pinus eldarica*)
SHRUBS	Little John (*Callistemon*) Coastal Rosemary (*Westringia fruticose*) Purple leaf hopbush (*Dodonaea viscosa 'purpurea'*) Fortnight Lily (*Dietes bicolor*)

PLANT TYPE	PLANTS
	Indian Hawthorn (*Rhaphiolepis indica*) Waxleaf Privet (*Ligustrum japonicum 'texanum'*) Mock Orange (*Pittosporum Tobira*) Tuscan Blue Rosemary (*Rosmarinus o. 'tuscan blue'*) Texas Sage (*Leucophyllum frutescens*)
GROUND COVERS	Desert Carpet (*Acacia redolens*) Autumn Sage (*Salvia greggii*) Deer Grass (*Muhlenbergia rigens*) Small Cape Rush (*Chondropetalum tectrorum*) Dwarf Mat Rush (*Lomandra longifolia 'breeze'*) Dwarf Yellow Bush Lantana (*Lantana m. 'dwarf yellow'*) Mexican Sage Bush (*Salvia leucantha*) Star Jasmine (*Trachelospermum jasminoides*) Creeping Rosemary (*Rosmarinus o. 'prostratus'*) Tall Fescue (*Festuca arundinacea*)

7.5.2 Entry Treatments and Project Identification

Project Monuments

Three (3) project monuments (signs and water features) are provided to identify the Development Area. A monument sign fronting Live Oak Avenue across from Graham Avenue will provide identification on the south end of the Development Area (see Figures 7-8 and 7-9). This monument will be highly visible from the I-605 Live Oak offramp. A second monument sign at the project entry on Live Oak Lane at the intersection with Arrow Highway will provide identification on the north end of the Development Area (see Figures 7-10 and 7-11). A fountain at Live Oak Lane and Live Oak Avenue will provide an attractive welcome as motorists and pedestrians enter the Development Area (See Figure 7-12). The entry treatments are designed to provide distinctive visual statements and emphasize the Development Area's contemporary aesthetic.

The project monuments described and illustrated herein are designed to provide a strong sense of arrival to employees, visitors, and passing motorist, to identify the distinctiveness of the Development Area, and to complement and reinforce the Development Area's general architectural and landscape theme. Implemented entry treatments may differ slightly from the concepts presented herein; however, all corner entry treatments provided within the Development Area shall be consistent in theme and character. The designs of these entry treatments are conceptually shown below. Each location provides a monument sign and landscaping consisting of water features, accent palm trees, drought tolerant ground cover and shrub masses, screen shrubs, and street trees. Flowering and colorful plant material is recommended.

Building Site Entry Treatments

Entry treatments for building sites may be provided at driveways connecting to Live Oak Avenue or Live Oak Lane. The locations of such driveways will be determined at the time Buildings are designed and oriented in the Development Area as part of implementing development projects. Building entry treatments are meant to identify Building occupants and welcome employees and visitors to the site. The designs of typical Building entry treatments are conceptually shown below, and may include signs, flowering accent trees, drought tolerant groundcover and shrub masses, evergreen screen trees, and enhanced Building entry paving.

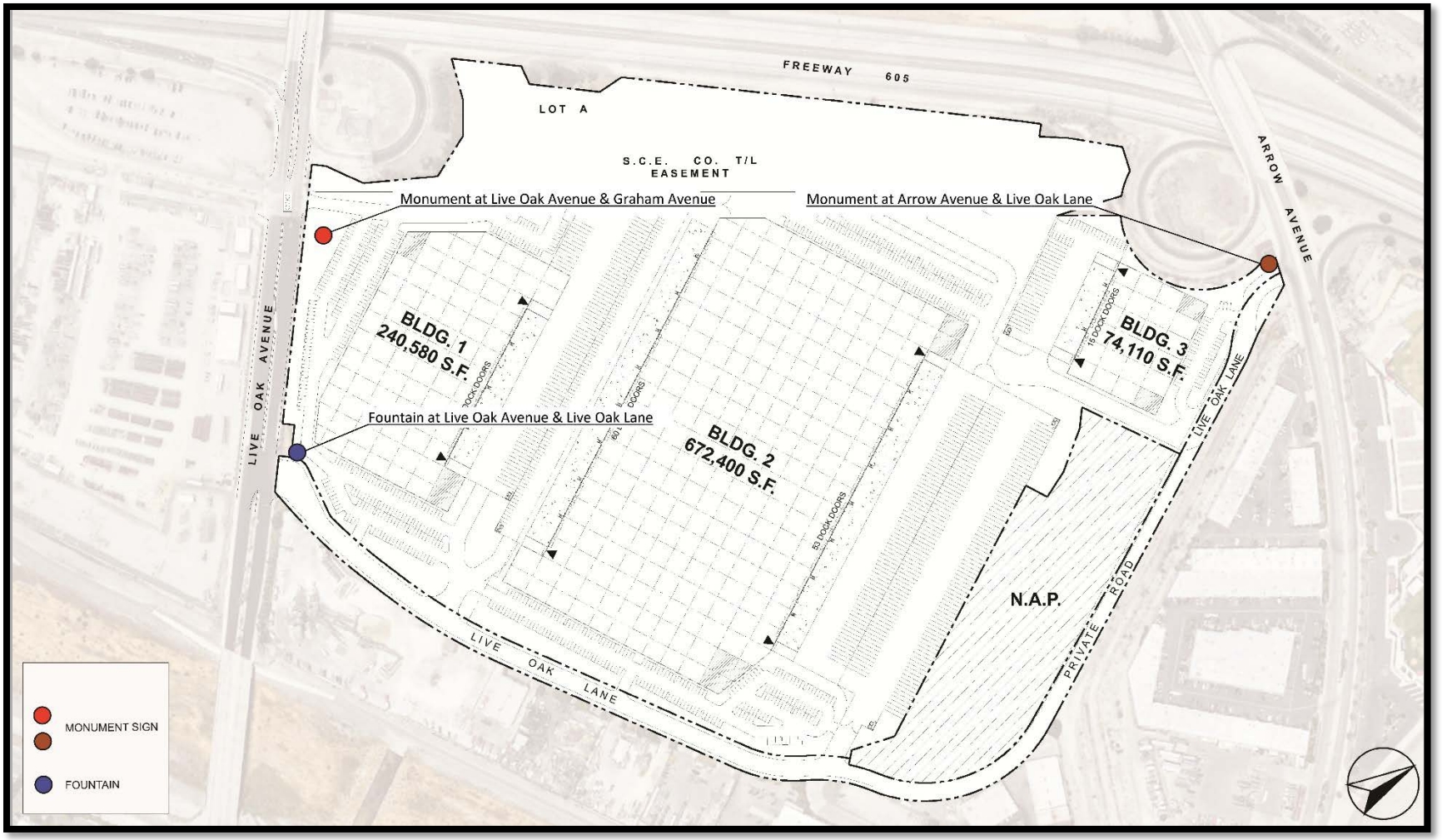


FIGURE 7-8 – ENTRY TREATMENT LOCATION MAP



FIGURE 7-9 – ENTRY TREATMENT - LIVE OAK AVENUE AT GRAHAM AVENUE

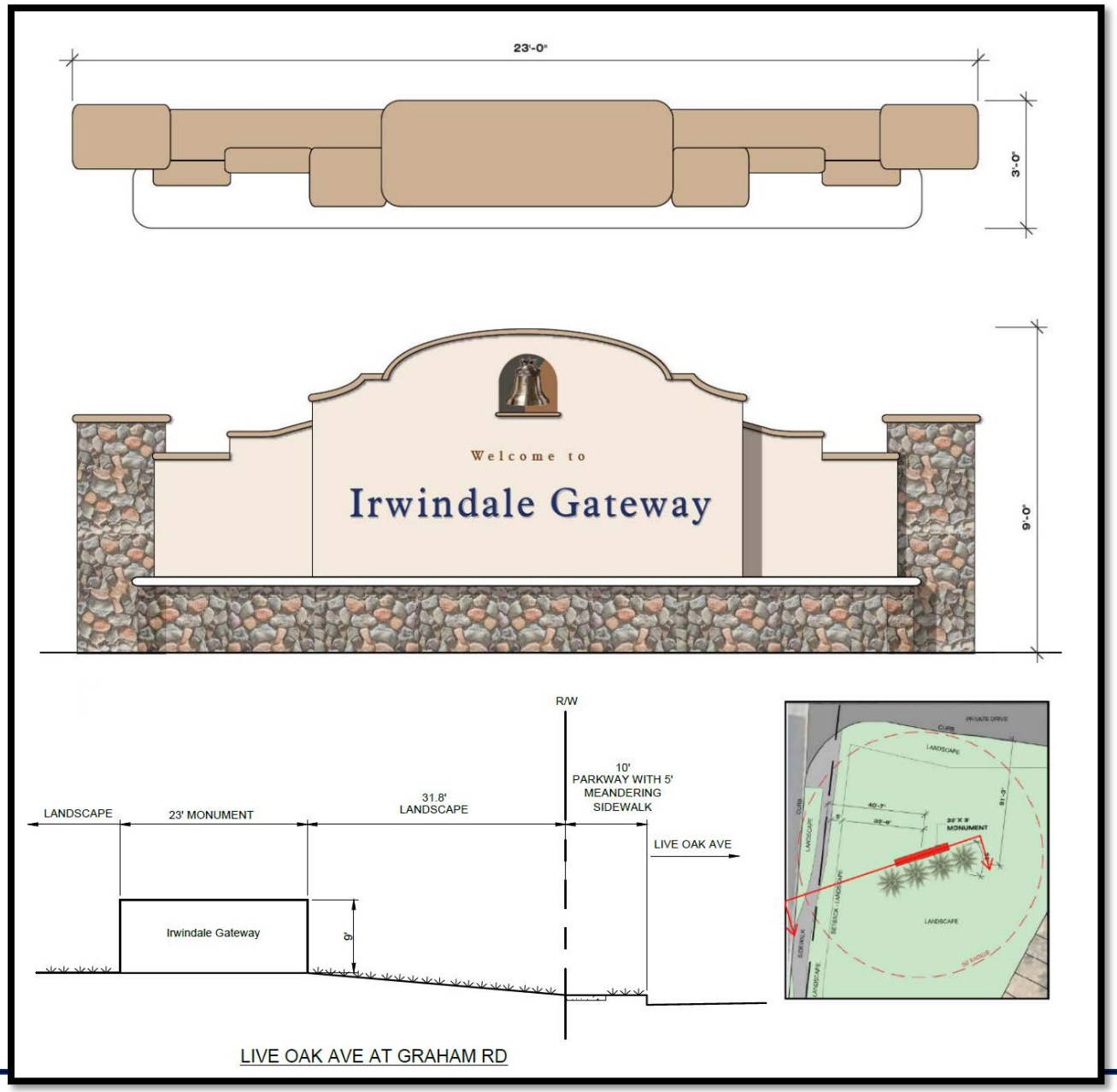
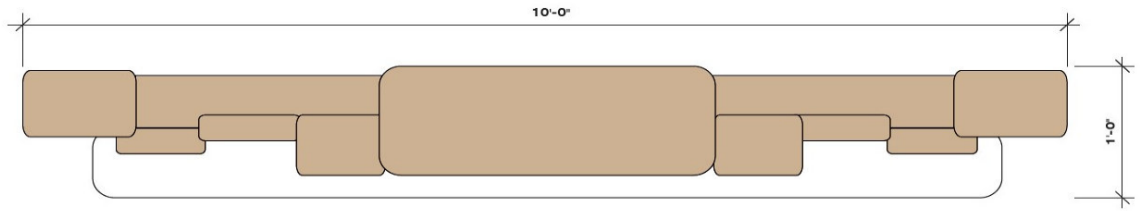
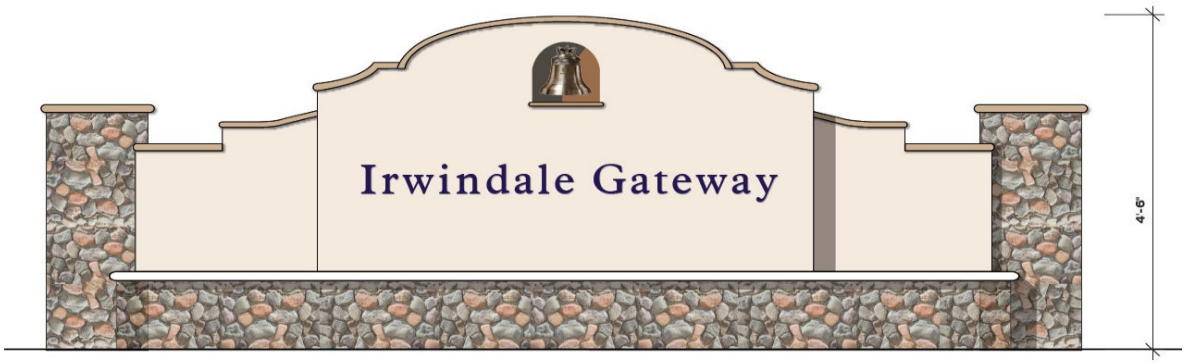


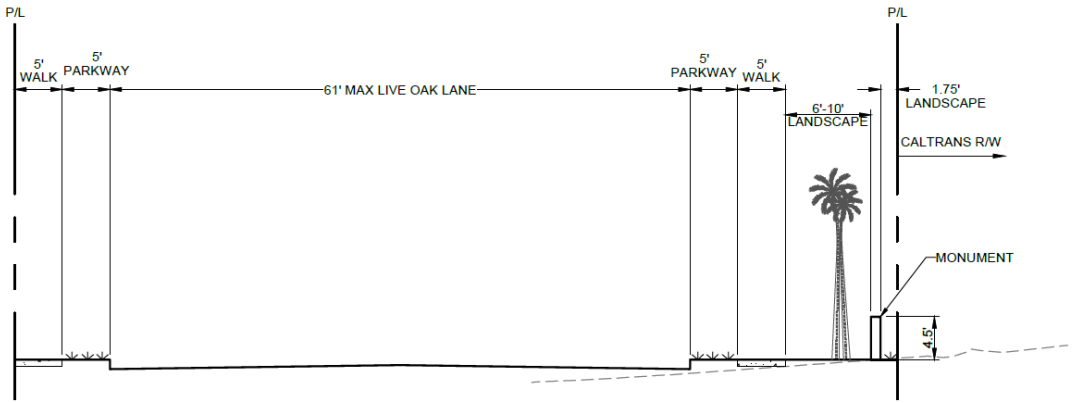
FIGURE 7-10 – ENTRY TREATMENT - LIVE OAK AVENUE AT GRAHAM AVENUE (DETAIL)

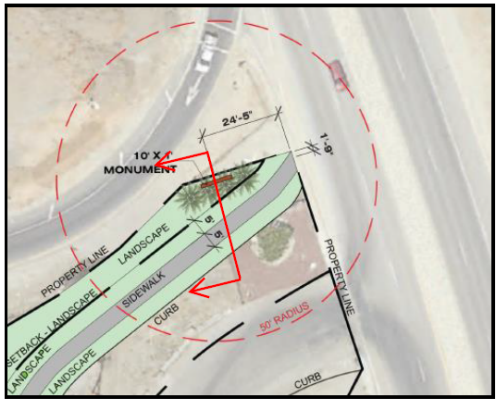


FIGURE 7-11 – ENTRY TREATMENT – ARROW HIGHWAY AT LIVE OAK LANE









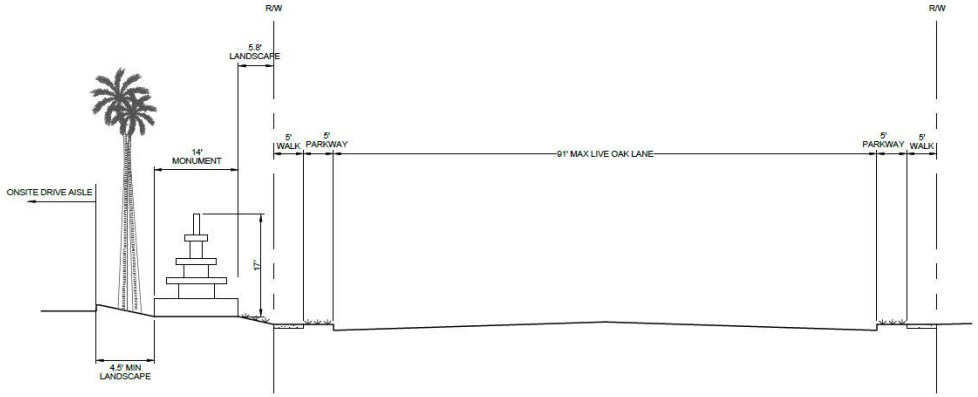
ARROW HWY AT LIVE OAK LANE

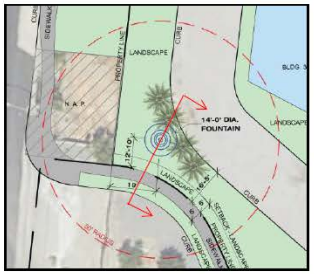
FIGURE 7-12 – ENTRY TREATMENT – ARROW HIGHWAY AT LIVE OAK LANE (DETAIL)



FIGURE 7-13 – ENTRY TREATMENT LIVE OAK AVENUE AT LIVE OAK LANE







LIVE OAK AVE AT LIVE OAK LANE

FIGURE 7-14 – ENTRY TREATMENT LIVE OAK AVENUE AT LIVE OAK LANE (DETAIL)

7.5.3 Streetscapes

Streetscape landscaping within the Specific Plan plays a critical role in establishing a strong sense of place and character. In addition, streetscapes serve functional purposes, including screening undesirable functional elements of a building site from public view.

Live Oak Avenue Streetscape

The southern boundary of the Specific Plan abuts Live Oak Avenue. The interface with Live Oak Avenue is designed to feature a five-foot wide parkway with street trees and a five-foot wide sidewalk between the parkway and property line (see Figure 7-13). A backdrop of trees along parking lot perimeters, and screen shrubs along with assorted drought tolerant groundcovers is proposed to provide a physical and visual buffer from Live Oak Avenue. At this interface, an assortment of evergreen and deciduous canopy street trees along with palm tree clusters and screen shrubs is expected.

Live Oak Lane Streetscape

The eastern boundary of the Specific Plan abuts Live Oak Avenue. Within the Specific Plan, the streetscape of Live Oak Lane is planted with a combination of evergreen and deciduous trees, low shrubs, and masses of groundcovers to create a visually pleasing experience for pedestrians and passing motorists (see Figure 7-14). A five-foot wide parkway with street trees and a five-foot wide sidewalk between the parkway and property line is also proposed. The landscaping plant palette for the streetscape should link the roadway to the rest of the Development Area and should reflect the Development Area's landscape design theme.

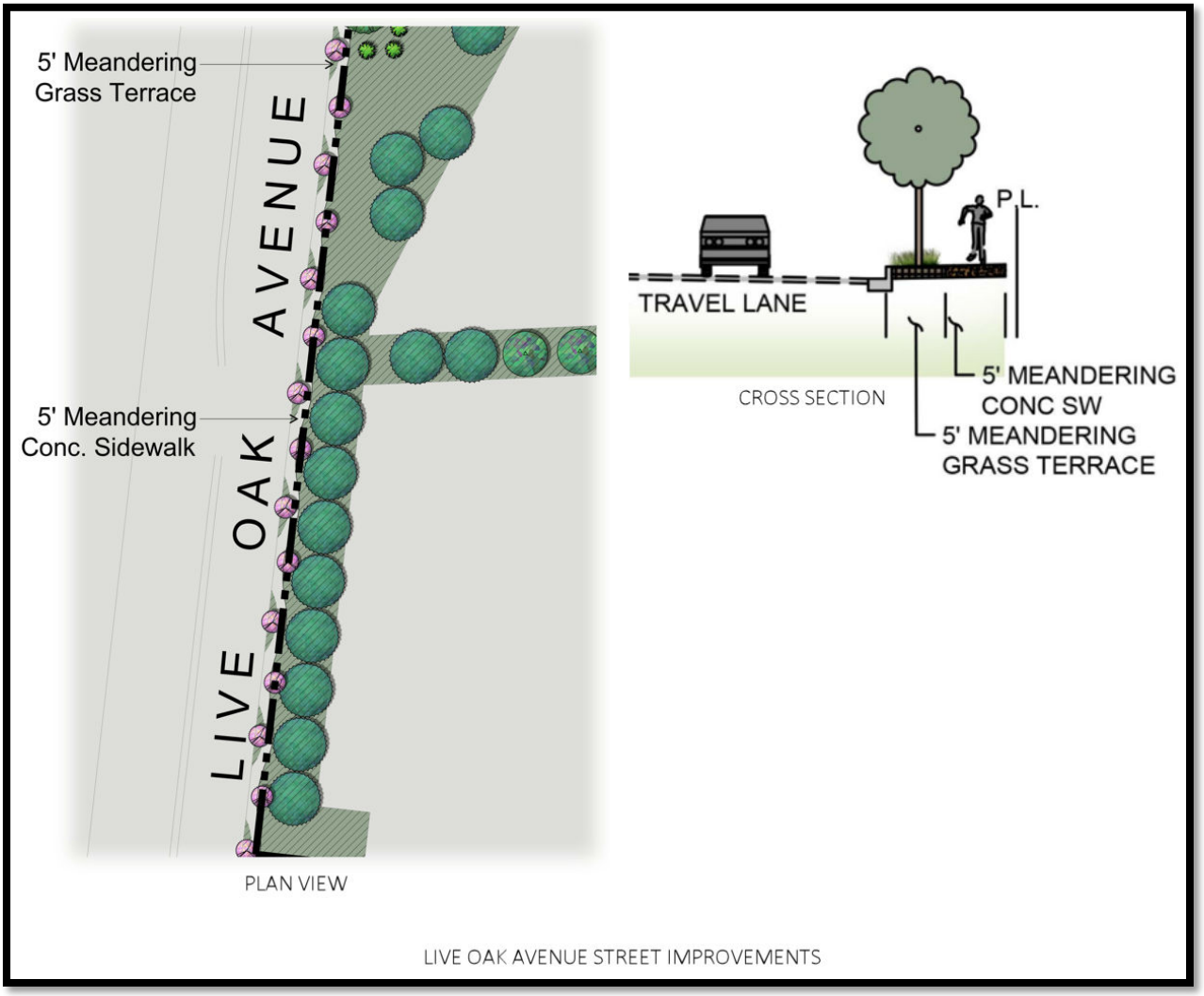


FIGURE 7-15 – STREET IMPROVEMENTS – LIVE OAK AVENUE

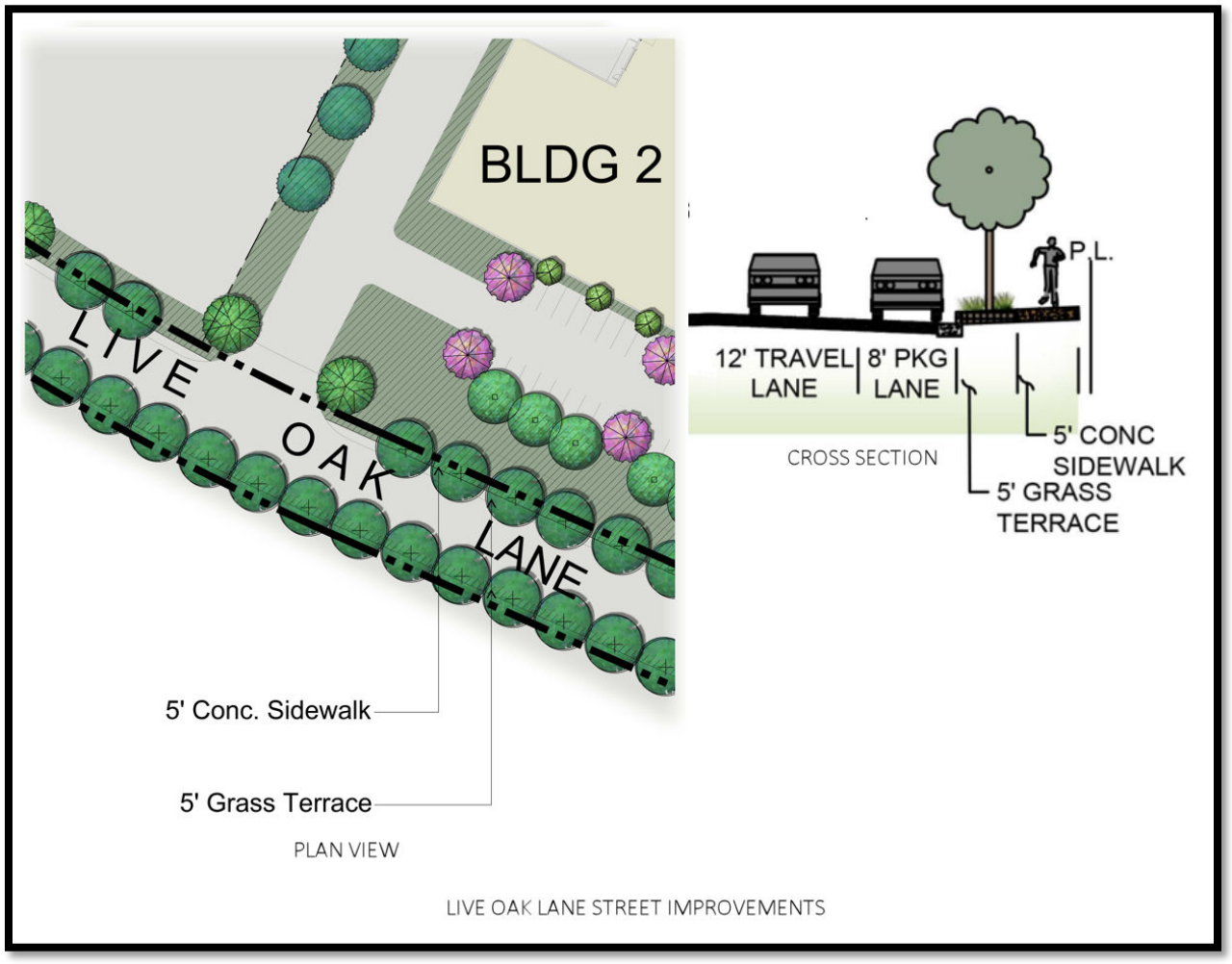


FIGURE 7-16 – STREET IMPROVEMENTS – LIVE OAK LANE

7.6 Fences and Walls

The final locations and details of walls and fences will be determined during implementation of the Specific Plan when building footprints and orientations are known. Implementing projects may modify the locations and/or details of the walls and fences described below and illustrated in Figures 7-15, 7-16, and 7-17, provided that any modifications are consistent with the spirit and intent of these guidelines.

The existing 6-foot-tall chain link fence along the western border of the Specific Plan abutting I-605 will remain in place. Tubular steel fencing is expected within individual building sites around loading and dock areas, truck yards, and surface detention basins. Tubular steel fencing is designed to range from 4 to 10 feet in height, consisting of tubular steel pickets.

Solid screen walls may be provided within individual building sites around loading and dock areas, truck yards, and parking lots. A solid wall is preferred over fencing when complete visual screening is necessary, or for noise attenuation. Screen walls are designed to be a height of 14 feet tall, as measured from the high side of the wall. Screen walls may be constructed of a decorative masonry, decorative CMU block, or concrete panel; provided, however, that a screen wall of decorative CMU block approximately 620’ long shall be located along the southern boundary of the Development Area to screen the area from Live Oak Avenue. Landscaping, including trees, should be planted along the outer face of the screen wall (i.e., facing Live Oak Avenue or Live Oak Lane) to minimize the perceived size and scale of the wall.

The locations and details of walls and fences internal to the Development Area will be determined in conjunction with development of each site. Internal walls and fences may be provided along the perimeter of parking and loading areas and between building pad areas for screening and security. All internal walls visible from public streets or public viewing areas shall be built with attractive, durable materials that are compatible with other design elements of the Specific Plan.

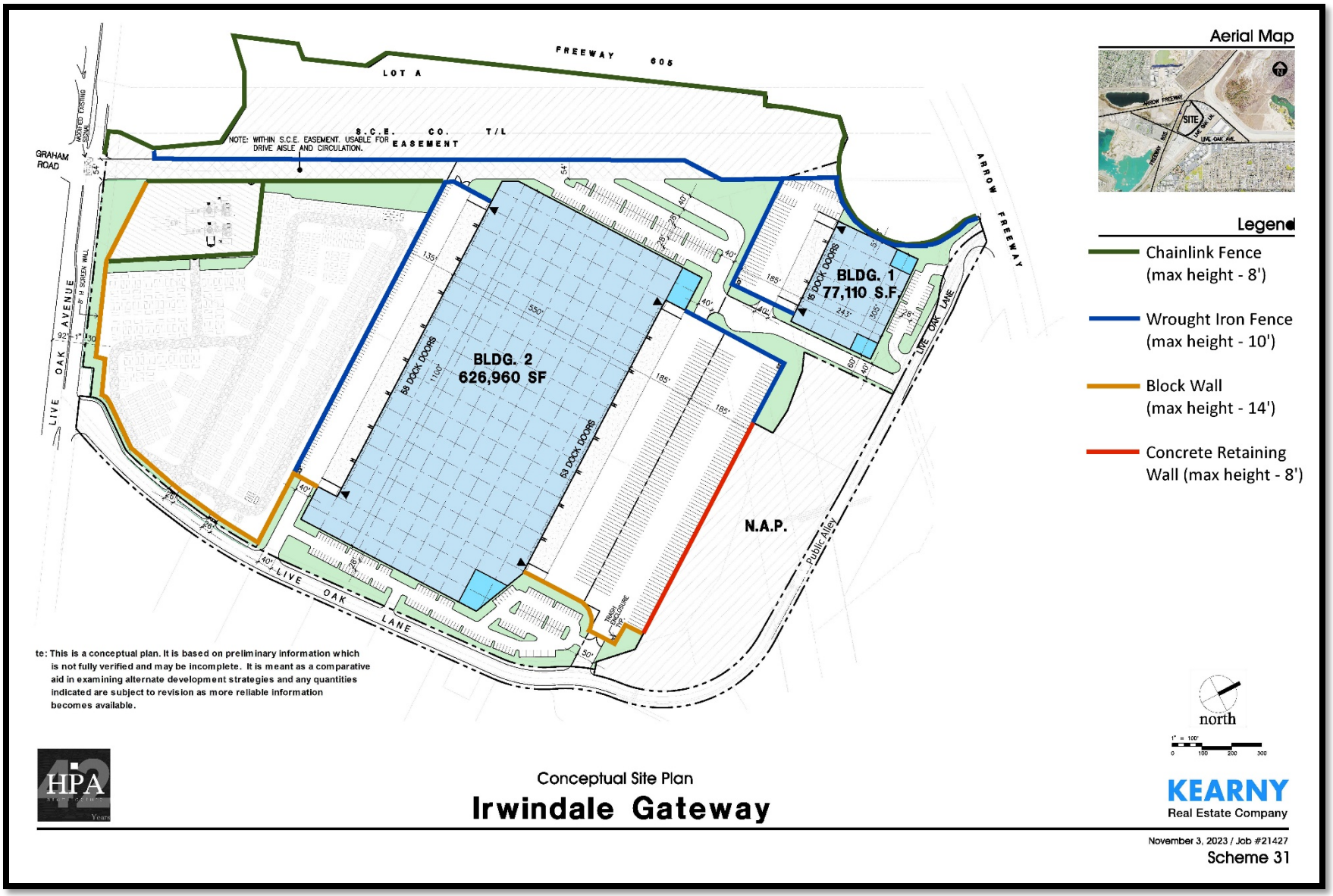


FIGURE 7-17 – FENCE AND WALL PLAN WITH BESS

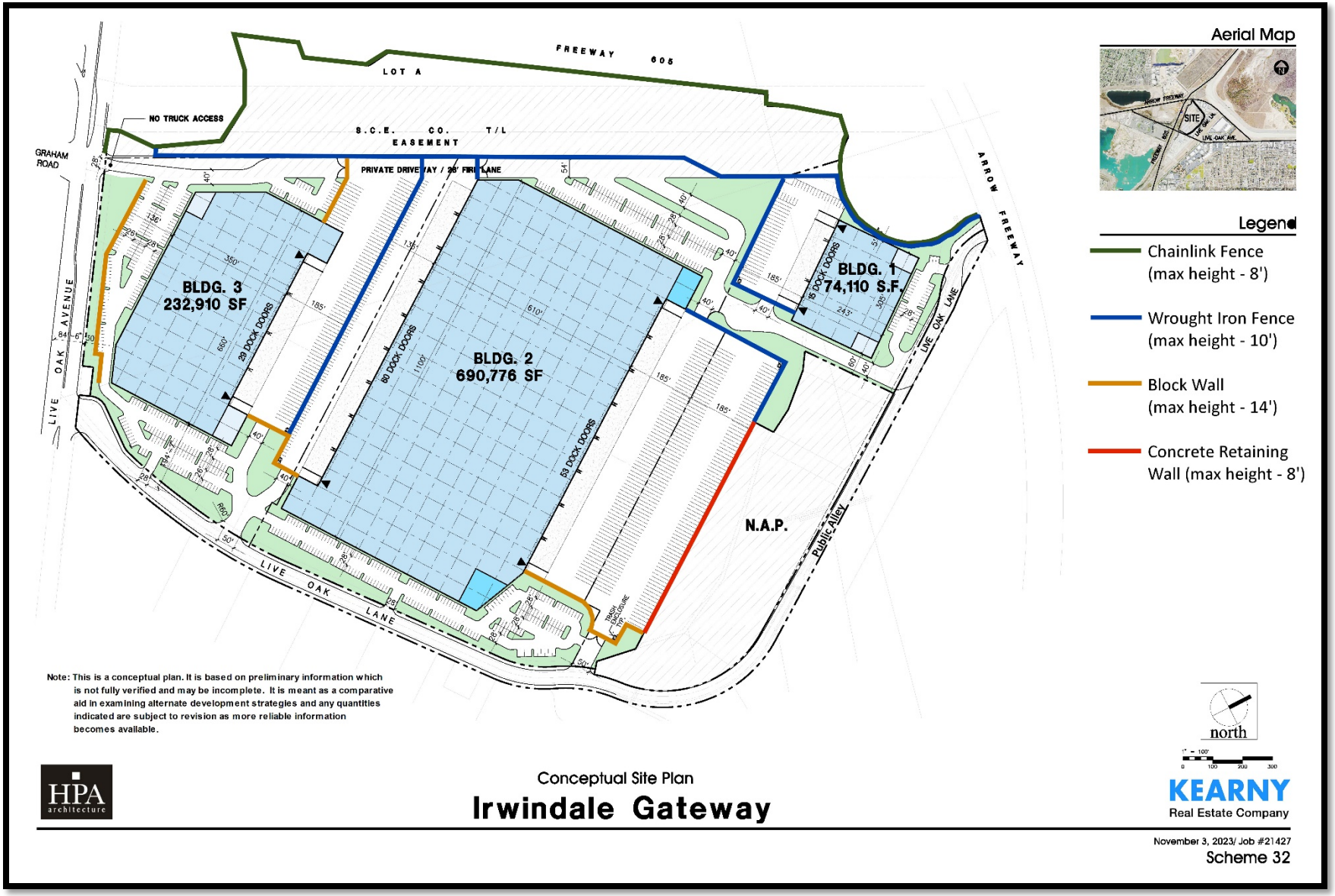
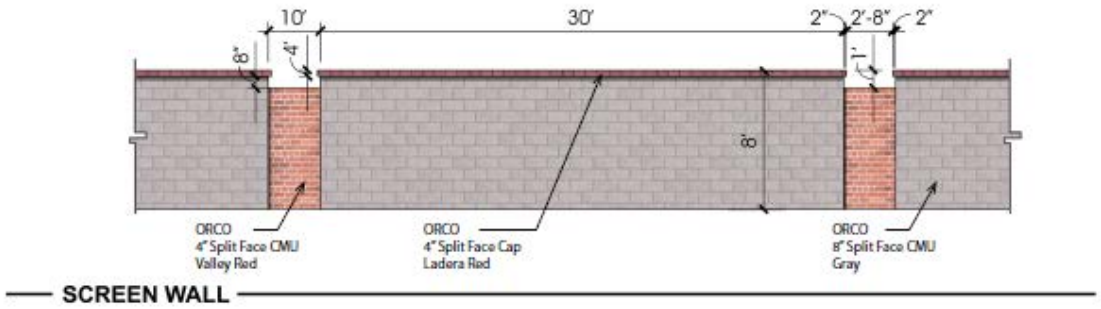


FIGURE 7-18 – FENCE AND WALL PLAN WITHOUT BESS



Conceptual Colored Screen Wall

Irwindale Gateway, Irwindale, CA

#21427

08. 04. 2023.

KEARNY Real Estate Company

FIGURE 7-19 –WALL PLAN DESIGN

7.7 Lighting

Outdoor lighting of the Development Area is an essential architectural component that provides aesthetic appeal, enhances safe pedestrian and vehicular circulation, and adds to security. Lighting within the public right-of-way shall adhere to applicable City of Irwindale requirements.

All lighting on private property in the Development Area should adhere to the following guidelines:

1. Minimize glare and "spill over" light onto public streets and adjacent properties by using downward-directed lights and/or cutoff devises on outdoor lighting fixtures, including spotlights, floodlights, electrical reflectors, and other means of illumination for signs, structures, parking, loading, unloading, and similar areas. Where desired, illuminate trees and other landscape features by concealed light fixtures. Limit light spillover or trespass to one-quarter foot-candle or less, measured from within five feet of any adjacent property line.
2. Exterior lighting shall produce a maximum initial illuminance of no greater than 0.5 horizontal and vertical footcandles at the site boundary and beyond.
3. The maximum height of free-standing, outdoor light fixtures shall be 35 feet. The maximum height for outdoor bollard-type lighting shall be four (4) feet. Overall, light fixtures shall be the minimum height necessary to maintain pedestrian and motorist safety and facilitate site operations and security.
4. Select all lighting fixtures used in the Development Area from the same – or complementary – family of fixtures with respect to design, materials, fixture color, and light color.
5. Lights should be unbreakable, recessed, or otherwise designed to reduce the problems associated with damage and replacement of fixtures.
6. Neon, flashing and gyrating lighting are prohibited.
7. Locate all electrical meter pedestals and light switch/control equipment in areas with minimum public visibility or screen them with appropriate plant materials.
8. Illuminate parking lots, loading dock areas, pedestrian walkways, Building entrances, and public sidewalks to the level necessary for Building operation and security reasons. Dimmers and motion detectors are permitted. Lighting shall have automatic shut off features between dawn and dusk.
9. Use exterior lights to accent entrances, plazas, activity areas, and special features.
10. Provide for illumination intensity during hours of darkness as follows:
    a. To illuminate parking lots or parking structures and their pedestrian links that provide more than five parking spaces for use by the general public, provide a minimum coverage of one foot-candle of light with a maximum of eight foot-candles on the parking or walkway surface, unless otherwise approved by the City of Irwindale for visibility and security.
    b. To illuminate aisles and passageways within a Building complex, provide a maximum of one-half to one foot-candle of maintained lighting.
11. Low intensity, energy-conserving night lighting is preferred, such as fixtures equipped with light emitting diodes (LED).
12. High Pressure Sodium (HPS) light fixtures are prohibited for site lighting.

Utility Infrastructure Plan VIII

8. Utility Infrastructure

Buildout of the Specific Plan requires the installation of water, sewer, storm water drainage dry utility infrastructure, and solid waste disposal as described below. All utility infrastructure improvements are required to be installed in accordance with applicable City of Irwindale and public service provider design standards and specifications.

8.1 Water

As shown on Figures 8-1 and 8-2, Conceptual Water Plan, Valley County Water District provides water infrastructure to service the Specific Plan area. An existing 12" Valley County Water District main is located in Live Oak Lane, a private road. To service the Development Area with domestic water, including fire protection service and irrigated landscaping, a connection would be made to the existing line to service future buildings and facilities. Water and fire service would be provided with a new 12-inch main comprising private on-site loop system that connects to the existing water line in Live Oak Lane. Alternatively, the water district may require new infrastructure to loop its system through Live Oak Lane. All water service and connection to the distribution system shall be reviewed and approved by the Valley County Water District.

8.2 Sanitary Sewer

As shown on Figures 8-3 and 8-4, Conceptual Sewer Plan, the Specific Plan provides private sewer infrastructure for the interior of the Development Area. Connections to existing public sewer mains are located off-site within Live Oak Avenue to the southeast of the Development Area. The sanitary sewer system for the Development Area will utilize 6"-8" on site private sewer lines, which will be conveyed to a proposed public 6" force main sewer line that drains east on Live Oak Avenue to the existing 10" VCP sewer line on Live Oak Avenue and Rivergrade Road. The private sewer infrastructure collects wastewater flows from the Development Area and conveys these flows to the off-site existing public sewer mains within Live Oak Avenue. All private sewer infrastructure will be installed on-site beneath private driveways and drive aisles, and/or parking lots/truck courts to facilitate access for routine maintenance and/or repair. Locations and alignments of all sewer mains, laterals and connection points shall be subject to the approval of the City Engineer from the City of Irwindale Public Works Department.

8.3 Storm Water Drainage

Prior to use of the Development Area property as a quarry, stormwater flowed across the site from the north and east to the southwest and would leave the site at its southwest corner and discharge to an existing unimproved drainage basin located on the western portion of the Specific Plan within an SCE easement area. As shown on Figures 8-5 and 8-6, Conceptual Storm Water Management Plan the Specific Plan's storm water management system will mimic the property's historical drainage pattern. Storm water flows will be conveyed across the Development Area via a backbone storm drain network to a detention/infiltration basin, which will be constructed pursuant to the approved LID and will replace the existing unimproved drainage basin. A storm drain lift station will convey water southeast through a 12" private force main and into a proposed 24" public storm drain within Live Oak Avenue, and then into the San Gabriel River.

Low Impact Development (LID) site design strategies and Best Management Practice (BMP) control measures promote the use of natural infiltration (where permitted), evaporation, and use of stormwater. LID strategies include, in order of priority: 1) bioretention/infiltration systems, 2) capture and reuse systems, 3) high efficiency biofiltration systems, and 4) proprietary filtration systems. The primary LID measure for the Development Area includes detention basins, capable of retaining the required water quality volumes, designed with either soft bottoms and/or dry wells for infiltration purposes as water quality measures. Where feasible, subsurface storage chambers that serve as water quality infiltration measures can be implemented within the Development Area. The type and extent of the water quality infiltration measures will ultimately be determined based on geotechnical report findings and recommendations for the Development Area. If infiltration is restricted or not feasible in some areas, based on the geotechnical report findings, then capture and reuse, bio-filtration and/or inlet filters as water quality measures are allowed as treatment control BMPs within the Development Area. All LID and BMP features shall comply with the City of Irwindale Building Code and will require grading and drainage permits from the Building & Safety Division.

8.4 Dry Utilities

As shown on Figures 8-7 and 8-8, Dry Utilities, the Development Area will connect to existing dry utilities (electric, gas, and communication systems) installed within Live Oak Avenue. All dry utilities internal to the Development Area will be installed underground in utility trenches. The locations of trenches, lateral connections, transformers, switches, pull boxes, and dry utility manholes will be determined at the time Buildings are positioned in conjunction with implementing development.

A BESS facility may include an onsite “collector” substation that would connect via a 230 kV underground electric tie-line to a Point of Interconnection (POI) at the existing Southern California Edison (SCE) Edison Rio Hondo Substation located south of Live Oak Avenue. The electrical tie-line shall be undergrounded unless the applicable agency(ies), including but not limited to Southern California Edison or California Independent System Operator (CALISO), reject the proposed underground line. If the applicable agency(ies) require an overhead tie-line, the Applicant shall be subject to a Zone Variance application per IMC Chapter 17.32. The overhead line would transition to underground at a transition pole. The underground portion of the electric tie-line would consist of conduits containing electric power cables, fiber optic communications cable, and a grounding conductor within an approximately 3’-0” wide and 3’-0” deep, high-strength concrete encasement that would be a minimum of 3’-0” below the surface. Impacts related to the undergrounding of the electric tie-line would not result in a net increase of impacts of the proposed projects.

8.5 Solid Waste Disposal

The City currently contracts with Athens Services to provide businesses with a full spectrum of solid waste disposal that includes routine trash removal, recyclable collection, organic waste collection, bulky item removal (upon request only), and hazardous waste removal. And a restaurant food waste composting pilot program. Accordingly, all refuse collection services will be available to the development from Athens Services. The development shall provide trash enclosures to accommodate the size, type, and number of bins required for the uses on site.

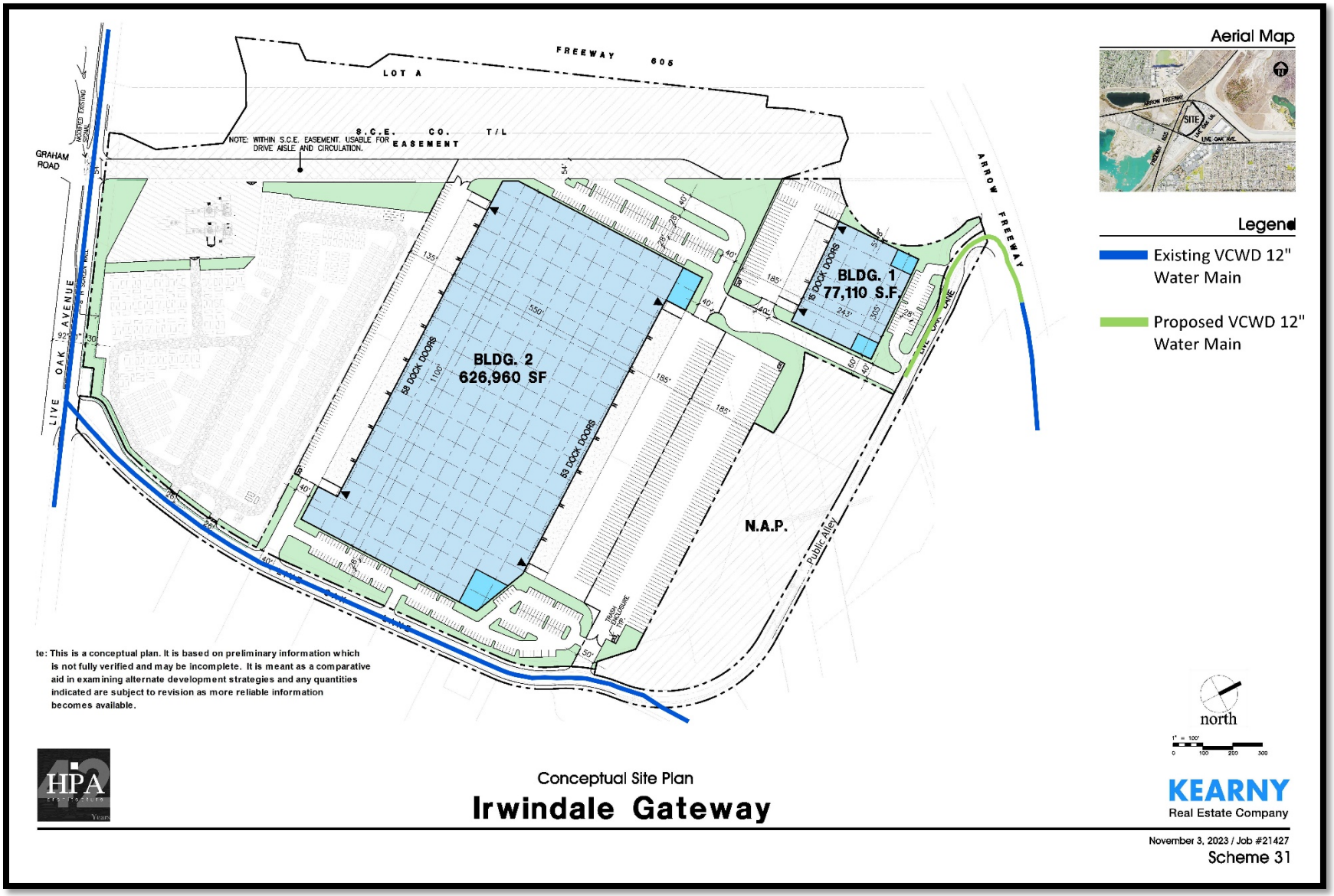


FIGURE 8-1 – CONCEPTUAL WATER PLAN WITH BESS

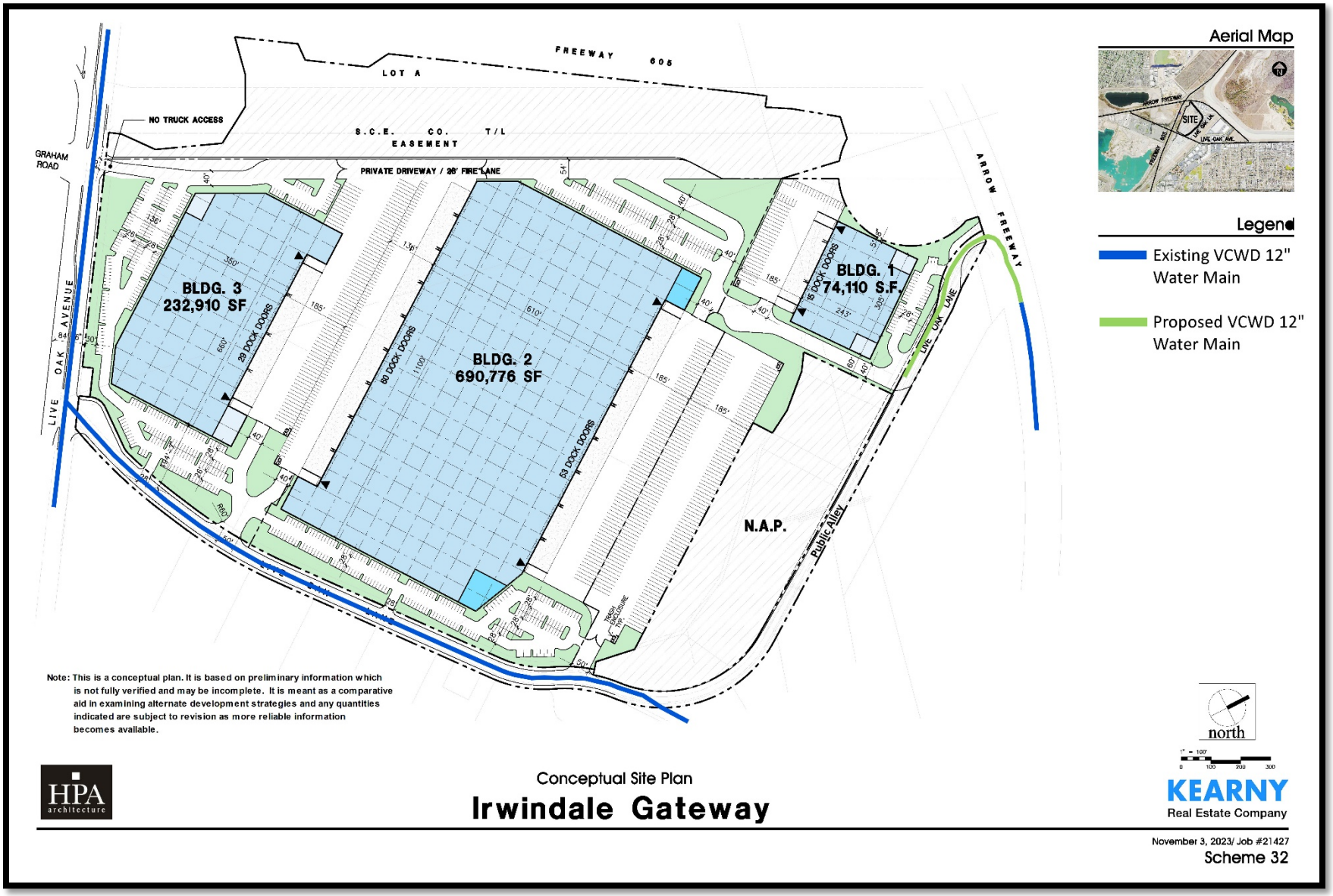


FIGURE 8-2 – CONCEPTUAL WATER PLAN WITHOUT BESS

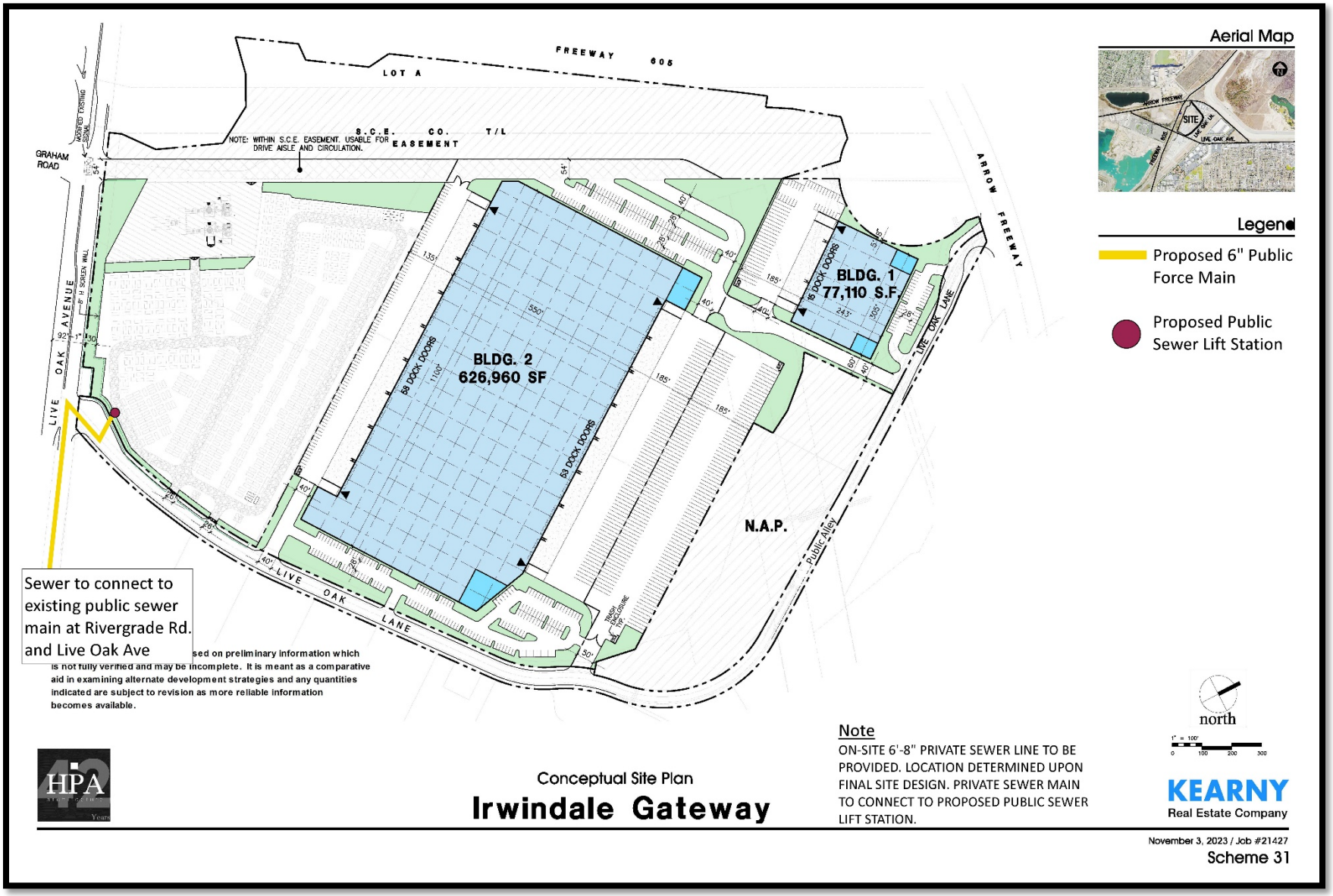


FIGURE 8-3 – CONCEPTUAL SEWER PLAN WITH BESS

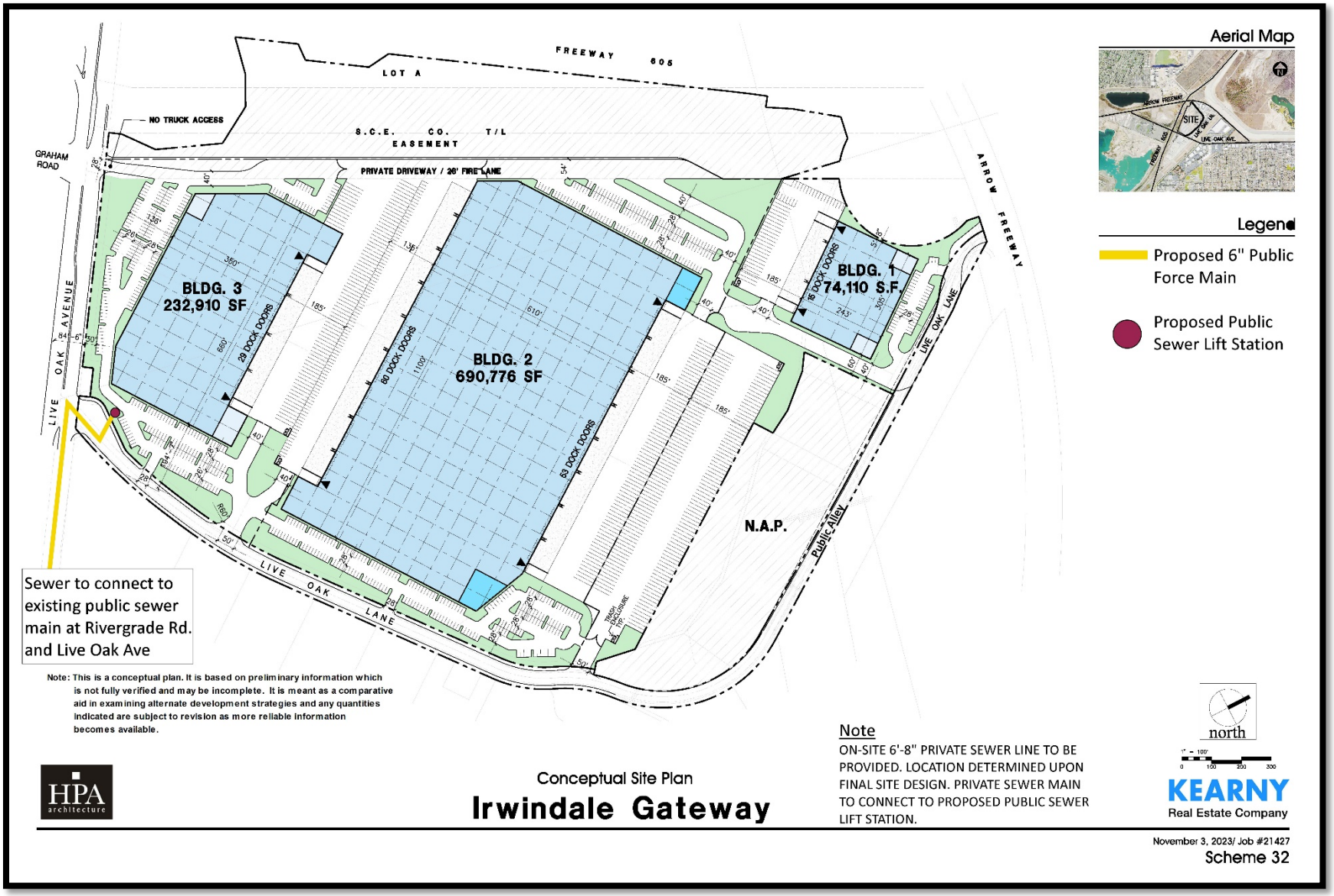


FIGURE 8-4 – CONCEPTUAL SEWER PLAN WITHOUT BESS

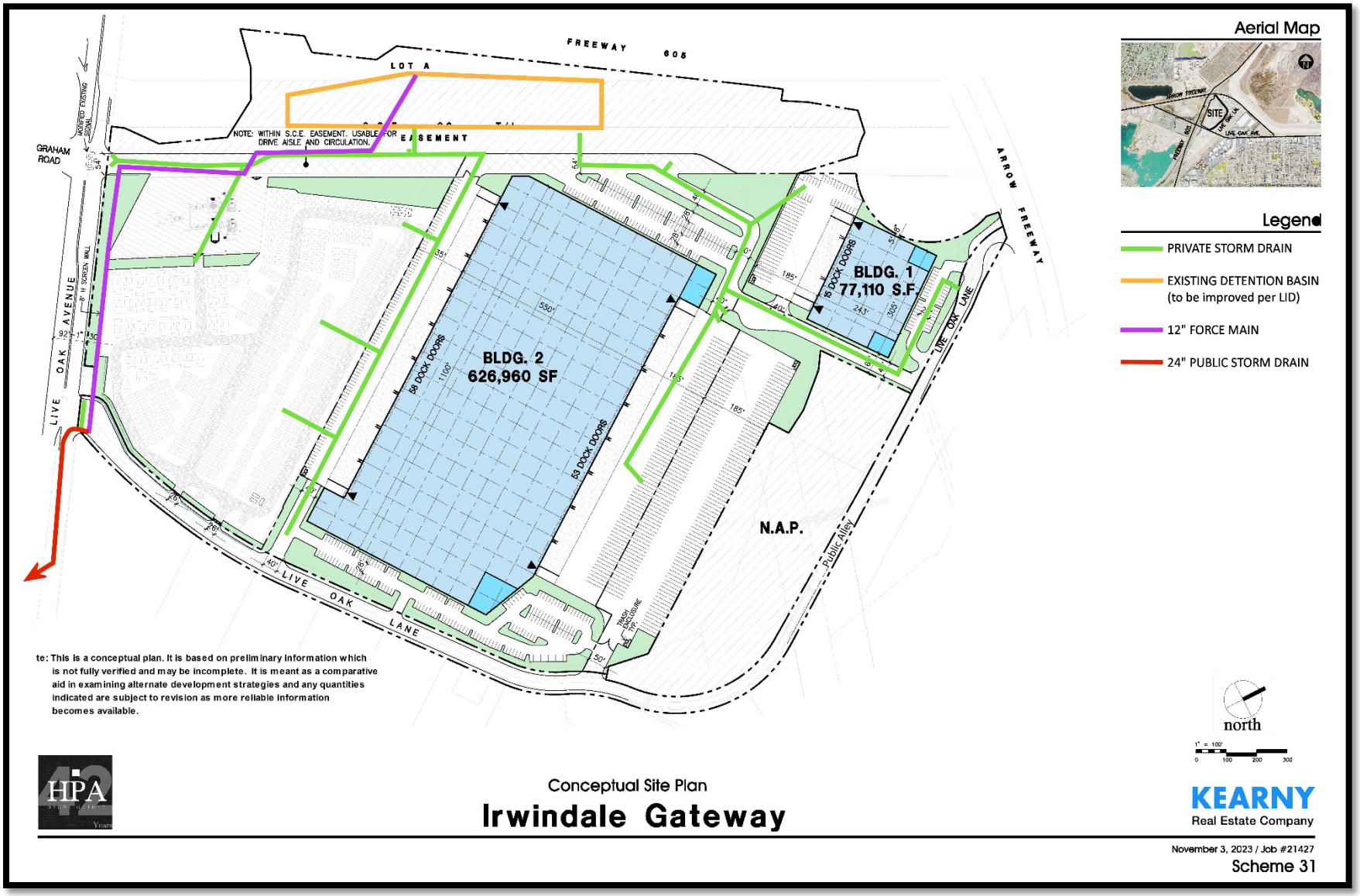


FIGURE 8-5 – CONCEPTUAL STORM WATER MANGEMENT PLAN WITH BESS

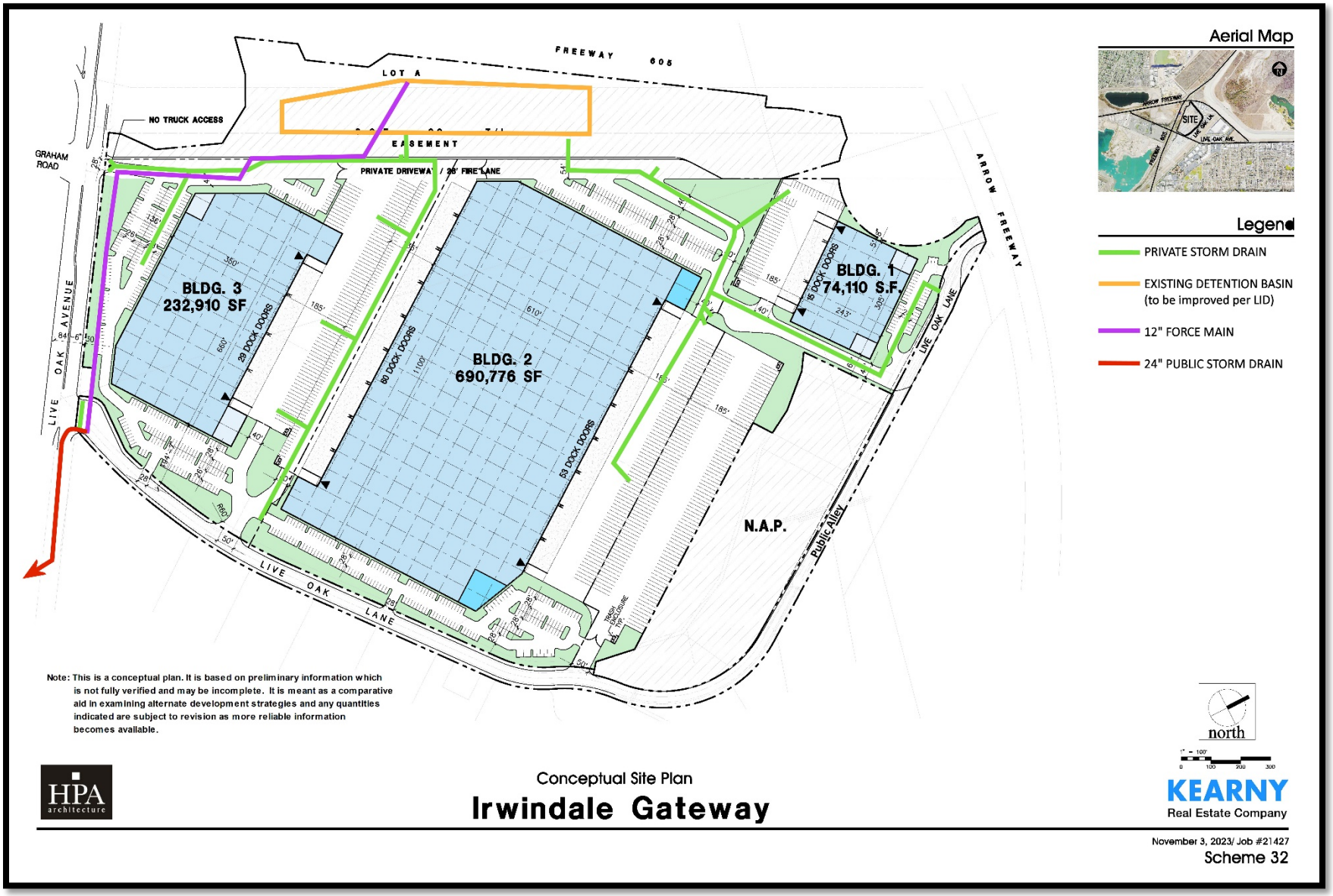


FIGURE 8-6 – CONCEPTUAL STORM WATER MANGEMENT PLAN WITHOUT BESS

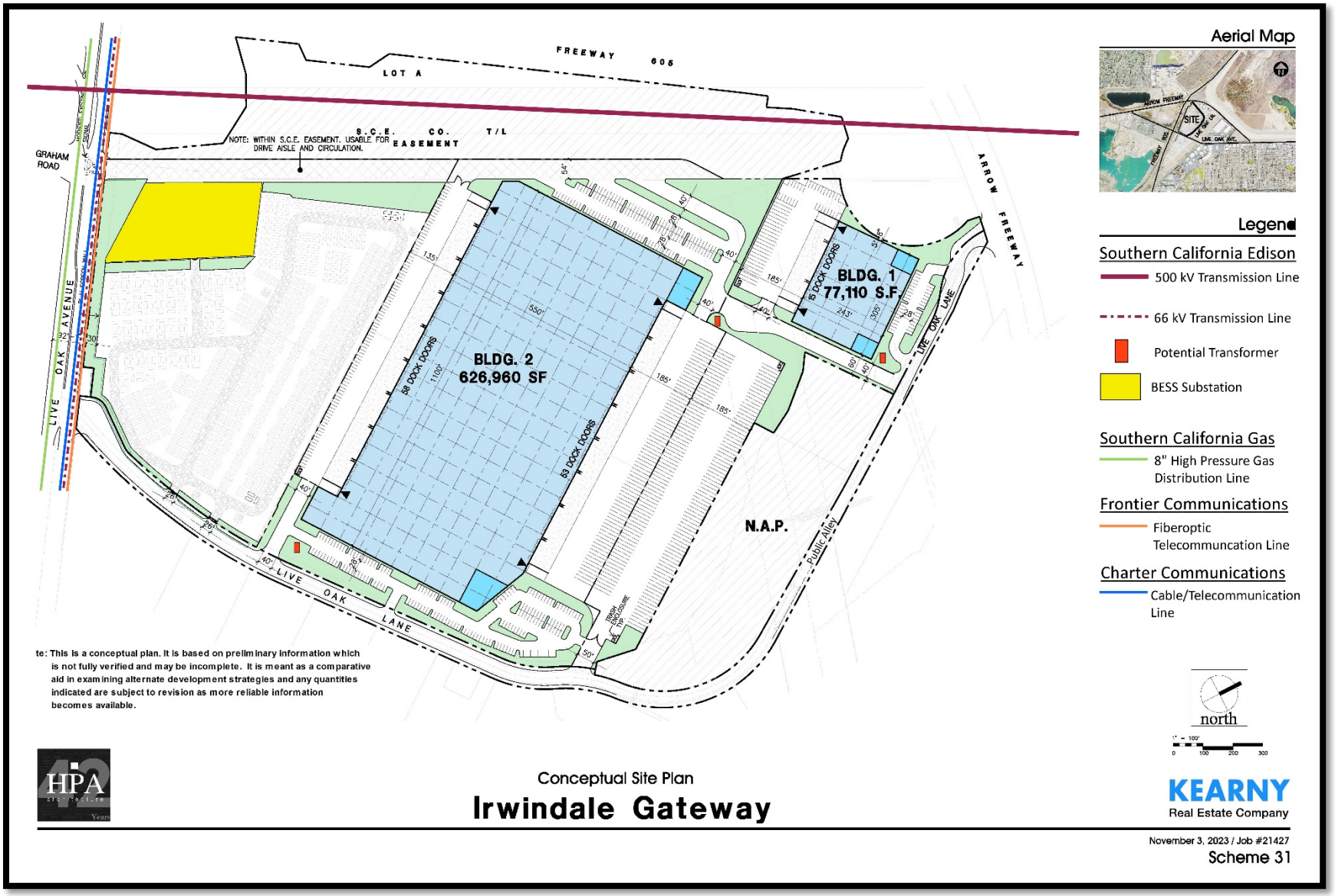


FIGURE 8-7 – CONCEPTUAL DRY UTILITIES PLAN WITH BESS

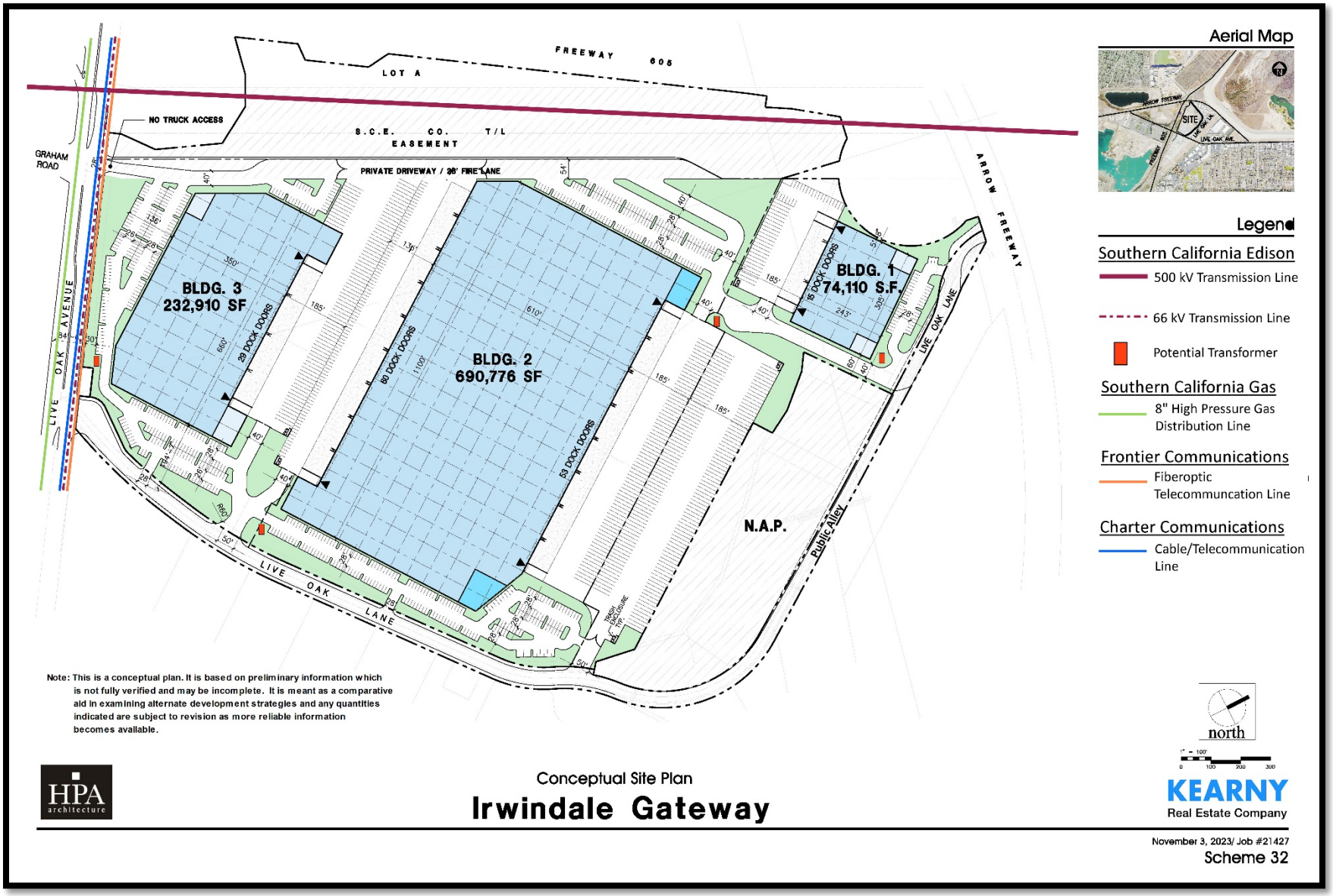


FIGURE 8-8 – CONCEPTUAL DRY UTILITIES PLAN WITHOUT BESS

IX. IMPLEMENTATION

9. Implementation

9.1 Overview

This section establishes the implementation and review process required for development proposed within the Specific Plan Area This section provides general administrative provisions; review and approval procedures; and implementation measures, including short-term and ongoing tasks. The provisions contained in the Specific Plan constitute the primary land use and development standards for the Development Area. While the entire Specific Plan constitutes the zoning for the Specific Plan area, Section 6, Development Standards, contains specific zoning regulations for the Development Area. Upon adoption of the Specific Plan by the City of Irwindale, all on- and off-site improvements shall be consistent with the development standards and design guidelines set forth in Sections 6, 7, and 8 of this Specific Plan.

Implementation of development within the Development Area shall be subject to City approval of lot line adjustments, site plan review, plot plans, subdivision reviews, building permits, and other planning approvals, and permits that may be required by the City of Irwindale pursuant to the Specific Plan or the City of Irwindale Municipal Code, including compliance with any applicable development standards whether set forth herein or in the City of Irwindale Municipal Code. The implementation process described herein provides the procedures for review and approval of development within the Specific Plan Area.

9.2 Severability

If any portion of this Specific Plan is declared to be invalid or ineffective in whole or in part, such decision shall not affect the validity of the remaining portions hereof. The legislative body hereby declares that they would have enacted these regulations and each portion thereof irrespective of the fact that any one or more portions be declared invalid or ineffective.

9.3 Interpretations and Determinations

Requests for interpretations of this Specific Plan and verifications relating to prior approvals or permits may be made to the Community Development Director. Requests shall be in writing. The decision of the Community Development Director on such requests may be appealed pursuant to Chapter 17.25 (Common Procedures) of the IMC.

9.4 Site Plan and Design Review

All development within the Development Area shall be subject to Site Plan and Design Review, as set in the Chapter 17.27 (Site Plan and Design Review) of the IMC.

9.5 Conditional Use Permits

Conditional Use Permits are provided for the individual review of uses at specific locations, as outlined in Table 6-1 to ensure that their operation will be compatible with surrounding areas and uses.

Applications for Conditional Use Permits shall be reviewed pursuant to Chapter 17.28 (Use Permits) of the IMC.

9.6 Minor Variance

As part of a Site Plan and Design Review application, the Community Development Director or Planning Commission, as applicable, may grant a minor variance to the development standards listed in the Specific Plan, pursuant to Chapter 17.31 (Minor Variances) of the IMC.

9.7 Amendments to the Specific Plan

All modifications to the Specific Plan that do not meet the criteria of a minor modification (see Section 9.6) or any applicable interpretation made pursuant to Section 9.3 shall require an amendment to the Specific Plan Amendments shall be processed in accordance with § 65453, et. seq. of the California Government Code, which requires Specific Plan Amendments be reviewed and adopted in the same manner as a General Plan and Chapter 17.35 of the IMC.

9.8 Subdivision

If a proposed project requires a subdivision, the subdivision shall be consistent with and serve to implement the policies and provisions of the Specific Plan and all applicable City policies and ordinances as required by Title 16 (Subdivisions) of the IMC. All subdivisions shall be authorized through the approval of a map or other approval in compliance with Title 16 (Subdivisions) of the IMC and the California Subdivision Map Act for Land.

9.9 Financing of Development in Development Area

Development in the Specific Plan Area and any off-site improvements to roadways or infrastructure required as conditions of approval or mitigation measures identified as part of the Environmental Impact Report prepared for the project pursuant to CEQA and adopted by the City shall be privately funded. All development shall be subject to Development Impact Fees and any other applicable fees.

9.10 Maintenance Plan

The public and private improvements constructed within the Specific Plan Area shall be maintained through a combination of public and private entities as described in Table 9-2.

Major infrastructure costs may be offset by public assistance such as a Community Facility District (CFD) or other special districts to provide funding for the construction of a variety of public facilities and the provision of public services. City Council approval is a prerequisite for the implementation of all special district-financing mechanisms.

For common areas located within the Development Area, a Private Maintenance Association(s) shall be established with recorded covenants, conditions and restrictions to govern allocation of maintenance responsibilities among property owners. Maintenance of public facilities shall be the responsibility of the appropriate public agency.

TABLE 9-2 | MAINTENANCE RESPONSIBILITIES

FACILITY	PRIVATE MAINTENANCE ASSOCIATION	CITY OF IRWINDALE	PUBLIC UTILITY	OTHER MAINTENANCE ENTITY[1]
CIRCULATION & RELATED FACILITIES				
Live Oak Avenue				
Pavement & Curbs		X		
Landscaping within public right-of-way, including medians and parkways		X		
Sidewalks		X		
Pavement & Curbs		X		
Landscaping within public right-of-way, including medians and parkways		X		
Sidewalks		X		
Live Oak Lane		X		
Public Alley		X		
Private Drive Aisles	X			
Parking Lots, including landscaping	X			
Traffic Signals[3]		X		
Traffic Signs				
Within public right-of-way		X		
Within private property	X			
Streetlights				
Within public right-of-way			X	
Within private property	X			
Truck Traffic Management Plan Directional Signage	X			
LANDSCAPING & RELATED FACILITIES				
Common area landscaping, including entry treatments at Live Oak Avenue and Arrow Highway	X			
Monuments and Signage	X			
Walls and Fences	X			
UTILITY INFRASTRUCTURE				
On-site water facilities/infrastructure	X		X	
On-site sanitary sewer facilities/infrastructure	X	X		
Private storm water drainage facilities/infrastructure	X			
Public storm water drainage facilities/infrastructure		X		X
Dry utilities (electricity, natural gas, communications systems)			X	X

TABLE 9-2 | MAINTENANCE RESPONSIBILITIES				
FACILITY	PRIVATE MAINTENANCE ASSOCIATION	CITY OF IRWINDALE	PUBLIC UTILITY	OTHER MAINTENANCE ENTITY[1]
Notes: 1. Other Maintenance Entities may include Caltrans, utility providers, and other public/private entities that may maintain billboards and stormwater drainage facilities on-site. 2. Traffic signals may require maintenance easements for the City to access and maintain the traffic signals.				

9.11 California Environmental Quality Act

An Environmental Impact Report (the "EIR") prepared in compliance with the requirements of the California Environmental Quality Act ("CEQA") for the Specific Plan identified environmental impacts associated with the project requiring mitigation.

The EIR identifies potential impacts resulting from development and establishes mitigation measures to reduce the impacts to a less than significant level. As the Lead Agency, the City of Irwindale has adopted a Mitigation Monitoring and Reporting Program (MMRP) as part of this Specific Plan.

The EIR will serve as the primary environmental clearance document for the Specific Plan and all future development undertaken within the Specific Plan Area. The EIR is considered the primary environmental clearance document for the implementation of the project, including infrastructure, roadway, and any other related on-/off-site improvements. Development applications that require discretionary review will be examined in consultation with the EIR to determine if additional environmental documentation is required. No further analysis would be conducted on projects determined to be exempt from CEQA or in full compliance with the adopted EIR. However, the project applicant will be required to submit documentation evidencing said development is allowed and in conformance with the Specific Plan and that the potential environmental effects are within the parameters analyzed within the EIR.

ATTACHMENT "B"

RESOLUTION NO. 2025-01-3589

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) CERTIFYING THE ENVIRONMENTAL IMPACT REPORT, STATE CLEARING HOUSE (SCH# 2023020290); (2) ADOPTING THE FINDINGS REQUIRED BY CEQA GUIDELINES, SECTION 15091; (3) ADOPTING THE PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM; AND (4) ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE IRWINDALE GATEWAY SPECIFIC PLAN

A. RECITALS.

(i) Jeff Dritley, on behalf of KP Irwindale Owner, LLC 1875 Century Park East, Suite 380, Los Angeles, CA 90067, the Applicant, has made the following requests: 1) General Plan Amendment (GPA) No. 02-2022 to change the Land Use Designation from Regional Commercial to Irwindale Gateway Specific Plan; 2) Zone Ordinance Amendment (ZOA) No. 02-2023 to adopt the Irwindale Gateway Specific Plan; 3) Zone Change (ZC) No. 02-2022 to change the Zoning Map designation from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan; and Tentative Parcel Map (TPM) No. 83854 to subdivide the site into seven (7) parcels for property located at 13620 Live Oak Lane – APNs: 8532-002-046 and 8532-002-047; and

(ii) The proposed Irwindale Gateway Specific Plan (SP), provides for the planned use and long-term development of the property over the next several years; and

(iii) As a result, the following entitlements are being considered for approval for The Irwindale Gateway Specific Plan:

- Environmental Impact Report (SCH #2023020290)
- General Plan Amendment No. 02-2022
- Zone Ordinance Amendment No. 02-2023
- Zone Change No. 02-2022
- Tentative Parcel Map No. 83854

(iv) In compliance with Public Resources Code Section 21080.4, a Notice of Preparation ("NOP") was released by the City for public comment on February 10, 2023 and concluded on March 11, 2023. Eleven (11) comments were received during the comment period. The NOP was distributed for public comment to the State Clearinghouse, Office of Planning and Research, responsible agencies, and other interested parties for a 30-day public review. During the 30-day comment period, a Public Scoping meeting was held on March 2, 2023 to gather information for the scope of the Draft EIR. The meeting was held in the Senior Center Dining

Room (16116 Arrow Highway) at 6:00 PM. The oral and written comments received during the meeting were addressed in the Draft EIR; and

(v) Pursuant to the authority and criteria contained in CEQA, and the City of Irwindale environmental guidelines, the City of Irwindale, as the Lead Agency, has analyzed the project and has prepared an Environmental Impact Report ("EIR") for the Specific Plan project. The Notice of Availability related to the EIR was released by the City for public comment on May 13, 2024 and concluded on June 27, 2024.

(vi) Said comments were responded through a Comments and Responses section as part of the FEIR for the Specific Plan; and

(vii) A copy of the EIR was circulated through the State Clearinghouse (SCH# 2023020290), posted on the City's website, and was available at the Irwindale Public Library, City Clerk's Office, and Community Development Department. A copy of the EIR and Mitigation Monitoring and Reporting Program (Exhibit C) was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-; and

(viii) The public review period for the Draft EIR ended on June 27, 2024**,** and ten (10) comments were received during the comment period; and

(ix) A Final Environmental Impact Report ("FEIR"), SCH# 2023020290 was prepared for the proposed project, including the Draft EIR, comments received on the Draft EIR and responses to those comments, and revisions and corrections to the Draft EIR made in response to comments received, and CEQA Findings of Fact (FOF) and a Statement of Overriding Considerations (SOC) (Exhibit B); and

(x) The FEIR for the proposed Specific Plan provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the Specific Plan, and has been prepared in accordance with Public Resources Code Section 21000 *et seq*. (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq*. (CEQA Guidelines); and

(xi) The Planning Commission of the City of Irwindale (Planning Commission) has considered the FEIR and its implementing actions (State Clearinghouse No. SCH# 2023020290) for the Specific Plan, which provides, among other provisions, for the planned use and long-term development of the industrial/commercial business park; and

(xii) Notice of public hearing before the Planning Commission concerning its consideration of the FEIR was given in accordance with the laws, including CEQA, and policies of the City of Irwindale; and

(xiii) On October 28, 2024, the Irwindale Planning Commission continued the hearing on this item to a date certain (November 26, 2024); and

(xiv) The Special Planning Commission Meeting of November 26, 2024 was later rescheduled to November 14, 2024, and

(xv) Revised notices of public hearing were published, posted, and mailed in accordance with the laws, including CEQA, Government Code and policies of the City of Irwindale; and

(xvi) On November 14 ,2024, the Planning Commission conducted a duly noticed public hearing on the Irwindale Gateway Specific Plan and corresponding General Plan Amendment No. 02-2022, Zone Change No. 02-2022, Zone Ordinance Amendment No. 02-2023, and Tentative Parcel Map No. 83854 , and the FEIR for the Specific Plan (SCH# 2023020290) at which time, the Planning Commission opened the public hearing, took testimony on the Application, at which time they received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, discussed the Proposed Project; and closed the public hearing; and

(xvii) On December 16, 2024, notice of a public hearing before the City Council on the proposed project adoption, was given in accordance with applicable law; and

(xviii) On January 8, 2025, the City Council continued the hearing on this item to a date certain (January 22, 2025); and

(xix) On January 22, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the proposed Application at which time oral and documentary evidence was introduced along with the written recommendation of the City of Irwindale City Council, received public testimony, and directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to remove all references to Battery Energy Storage Systems (BESS), and put on the February 26, 2025 Consent Calendar; and

(xx) On February 26, 2025, the City Council directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to restore all references to Battery Energy Storage Systems (BESS), and put on the March 12, 2025 Consent Calendar; and

(xxi) On March 12, 2025, the City Council adopted the revised Resolutions, Ordinances and Specific Plan document; and

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

B. RESOLUTION.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL of the City of Irwindale, having reviewed and considered the information in the certified FEIR and supporting documents and materials, does hereby find, determine, resolve and order as follows:

1. CITY COUNCIL RECORD RECORD

The proceedings and all evidence introduced before the City Council at its public hearing on the Final EIR held on February 26, 2025, are hereby incorporated into the record of this proceeding. These documents, along with any documents submitted to the decision-makers, including all documents specified under applicable State law shall comprise the entire record of proceedings for any claims under CEQA.

2. FINAL ENVIRONMENTAL IMPACT REPORT CONTENTS

In accordance with CEQA Guidelines, Section 15132, the FEIR consists of the following:

a. The Draft Environmental Impact Report (DEIR) or a revision of the Draft;
b. Comments and recommendations received on the DEIR either verbatim or in summary;
c. A list of persons, organizations, and public agencies comments on the DEIR;
d. The responses of the Lead Agency to significant environmental points raised in the review and consultation process; and
e. Any other information added by the Lead Agency.

(All hereafter collectively referred to as “FEIR”)

3. ACCOMPANYING DOCUMENTS TO FEIR.

Documents that shall accompany the FEIR are:

a. Mitigation Monitoring and Reporting Program; and
b. Findings of Fact; and
c. Statement of Overriding Considerations

4. CITY COUNCIL REGARDING CEQA FINDINGS OF FACT, MITIGATION MONITORING AND REPORTING PROGRAM AND STATEMENT OF OVERRIDING CONSIDERATIONS

   a. *Adoption of Findings of Fact*. The City Council approves, accepts as its own, incorporates as if set forth in full herein, and make each and every one of the findings contained in the Findings of Fact, attached as Exhibit "B" of this Resolution.

   b. *Certification of Final Environmental Impact Report*. The City Council hereby certifies that (1) the FEIR has been completed in compliance with CEQA; (2) that it has reviewed and considered the information contained in the FEIR prior to approving the project; and (3) that the FEIR reflects the City Council's independent judgment and analysis. .

   c. *Adoption of the Mitigation Monitoring and Reporting Program.* As more fully identified and set forth in FEIR and in the Findings of Fact for this Project, which is Exhibit "B" to this Resolution, the City Council finds that the Mitigation Measures described and specifically identified in the above referenced documents are feasible and shall become binding upon the entity (such as the project proponent or the City) assigned thereby to implement the particular Mitigation Measures as identified in the Mitigation Monitoring and Reporting Program.

   d. A*doption Statement of Overriding Considerations*. Even after the adoption of all feasible mitigation measures and, certain significant or potentially significant environmental effects caused by the Project directly, or cumulatively, will remain. Therefore, the City Council hereby issues and adopts a Statement of Overriding Considerations in the form set forth in the attached Exhibit "B" a copy of which is on file in the office of the City Clerk, identifying the specific economic, legal, social, technological, and other considerations that render the unavoidable significant adverse environmental effects acceptable, either in its current form or as may be modified or amended by the City Council.

BE IT FURTHER RESOLVED THAT a copy of this resolution be transmitted to the City Council and to the Applicant.

The Secretary shall:

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

PASSED, APPROVED AND ADOPTED this 12th day of March 2025.

Larry G. Burrola, 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. 2025-01-3589 was adopted at a regular meeting of the Irwindale City Council held on the 12th day of March 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibits:

A. Final Environmental Impact Report (SCH #2023020290)
https://www.irwindaleca.gov/DocumentCenter/View/9569/Irwindale-Gateway-FEIR-10282024-FINAL-w-appendices

B. CEQA Findings of Fact which include: Impacts Determined to be Less Than Significant; Impacts Mitigated to Less Than Significant; Significant Unavoidable Adverse Impacts; Alternatives Considered and Rejected; and Statement of Overriding Considerations
https://www.irwindaleca.gov/DocumentCenter/View/9604/Irwindale-Gateway-FOF-SOC-FINAL-10142024

C. Mitigation Monitoring and Reporting Program
https://www.irwindaleca.gov/DocumentCenter/View/9605/Irwindale-Gateway-MMRP-FINAL-10242024

EXHIBIT “A”

IRWINDALE GATEWAY SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) WITH APPENDICES

https://www.irwindaleca.gov/DocumentCenter/View/9569

IRWINDALE GATEWAY SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) WITHOUT APPENDICES

https://www.irwindaleca.gov/DocumentCenter/View/9603

EXHIBIT “B”

CEQA FINDINGS OF FACT (FOF)
STATEMENT OF OVERRIDING CONSIDERATIONS (SOC)
https://www.irwindaleca.gov/DocumentCenter/View/9604

CEQA FINDINGS OF FACT
AND STATEMENT OF OVERRIDING CONSIDERATIONS
REGARDING THE
FINAL ENVIRONMENTAL IMPACT REPORT
FOR THE
IRWINDALE GATEWAY SPECIFIC PLAN

STATE CLEARINGHOUSE NO. 2023020290

I. INTRODUCTION

The California Environmental Quality Act ("CEQA") requires that a number of written findings be made by the lead agency in connection with certification of an environmental impact report ("EIR") prior to approval of the project pursuant to Sections 15091 and 15093 of the CEQA Guidelines and Section 21081 of the Public Resources Code. The State CEQA Guidelines Section 15091 provides:

(a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR.

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can or should be adopted by such other agency.

3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

(b) The findings required by subdivision (a) shall be supported by substantial evidence in the record.

(c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subsection (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.

(d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.

(e) The public agency shall specify the location and custodian of the documents or other materials which constitute the record of the proceedings upon which its decision is based.

(f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

Public Resources Code Section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." CEQA Guidelines section 15364 adds another factor: "legal" considerations. (See *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 565 (*Goleta II*).)

The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. (*California Native Plant Soc. v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1001 ["an alternative 'may be found infeasible on the ground it is inconsistent with the project objectives as long as the finding is supported by substantial evidence in the record'"].) An alternative may also be rejected because it "would not 'entirely fulfill' [a] project objective." *Citizens for Open Government v. City of Lodi* (2012) 205 Cal.App.4th 296, 314-315.) "[F]easibility" under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors." (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417; see also *Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 715.)

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." (CEQA Guidelines, §§ 15093, 15043, subd. (b); see also Pub. Resources Code, § 21081, subd. (b).) The California Supreme Court has stated, "[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (*Goleta II*, *supra*, 52 Cal.3d at p. 576.)

When adopting Statements of Overriding Considerations, State CEQA Guidelines Section 15093 further provides:

> (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."
>
> (b) Where the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. This statement of overriding considerations shall be supported by substantial evidence in the record.
>
> (c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

Having received, independently reviewed, and considered the Draft Environmental Impact Report ("Draft EIR") and the Final Environmental Impact Report ("Final EIR") for the Irwindale Gateway Specific Plan Project, SCH No. 2023020290 (collectively, the "EIR"), as well as all other information in the record of proceedings on this matter, the following Findings of Facts ("Findings") are hereby adopted by the City of Irwindale ("City") in its capacity as the CEQA Lead Agency.

These Findings set forth the environmental basis for the discretionary actions to be undertaken by the City for adoption and implementation of the Irwindale Gateway Specific Plan ("proposed project" or "Specific Plan"). This action includes the certification of the following:

- Irwindale Gateway Specific Plan Environmental Impact Report, SCH No. 2023020290

A. DOCUMENT FORMAT

These Findings have been organized into the following sections:

1) **Section I** provides an introduction.

2) **Section II** provides a summary of the project, overview of the discretionary actions required for approval of the project, and a statement of the project's objectives.

3) **Section III** provides a summary of previous environmental reviews related to the project area that took place prior to the environmental review done specifically for the project, and a summary of public participation in the environmental review for the project.

4) **Section IV** sets forth findings regarding the environmental impacts that were determined to be—as a result of the Notice of Preparation (NOP) and consideration of comments received during the NOP comment period—either not relevant to the project or clearly not at levels that were deemed significant for consideration given the nature and location of the proposed project.

5) **Section V** sets forth findings regarding significant or potentially significant environmental impacts identified in the Draft EIR that the City has determined are either not significant or can feasibly be mitigated to a less than significant level through the imposition of project design features and/or mitigation measures. In order to ensure compliance and implementation, all of these measures are included in the Mitigation Monitoring and Reporting Program ("MMRP") for the project and adopted as conditions of the project by the Lead Agency. Where potentially significant impacts can be reduced to less than significant levels through adherence to project design features and/or mitigation measures, these findings specify how those impacts were reduced to an acceptable level. Section 5 also includes findings regarding those significant or potentially significant environmental impacts identified in the Draft EIR that will or may result from the project and which the City has determined cannot feasibly be mitigated to a less than significant level.

6) **Section VI** sets forth findings regarding alternatives to the proposed project.

7) **Section VII** sets forth the Statement of Overriding Considerations which discusses the economic, legal, social, technological, and other benefits of the proposed project and compares these to the project's unavoidable environmental risks.

B. RECORD OF PROCEEDINGS

For purposes of CEQA and these Findings, the Record of Proceedings for the Proposed Project consists of the following documents and other evidence, at a minimum:

- The NOP and all other public notices issued by the City in conjunction with the proposed project
- The Draft EIR for the proposed project
- The Final EIR for the proposed project
- All written comments submitted by agencies or members of the public during the public review comment period on the Draft EIR
- All responses to written comments submitted by agencies or members of the public during the public review comment period on the Draft EIR

- All written and verbal public testimony presented during a noticed public hearing for the proposed project
- The Mitigation Monitoring and Reporting Program
- The reports and technical memoranda included or referenced in the Response to Comments
- All documents, studies, EIRs, or other materials incorporated by reference in the Draft EIR and Final EIR
- The Resolutions adopted by the City of Irwindale in connection with the proposed project, and all documents incorporated by reference therein, including comments received after the close of the comment period and responses thereto
- Matters of common knowledge to the City of Irwindale, including but not limited to federal, state, and local laws and regulations
- Any documents expressly cited in these Findings
- Any other relevant materials required to be in the record of proceedings by Public Resources Code Section 21167.6(e)

The documents and other material that constitute the record of proceedings on which these findings are based are located at the City of Irwindale Community Development Department. The custodian for these documents is the City of Irwindale. This information is provided in compliance with Public Resources Code Section 21081.6(a)(2) and 14 California Code Regulations Section 15091(e).

C. CUSTODIAN AND LOCATION OF RECORDS

The documents and other materials that constitute the administrative record for the City's actions related to the project are at the City of Irwindale Community Development Department – Planning Division, 16102 Arrow Highway, Irwindale, CA 91706. The City's Community Development Department – Planning Division is the custodian of the administrative record for the project. Copies of these documents, which constitute the record of proceedings, are and at all relevant times have been and will be available upon request at the City of Irwindale Community Development office. This information is provided in compliance with Public Resources Code Section 21081.6(a)(2) and 14 California Code Regulations Section 15091(e).

II. PROJECT SUMMARY

The Irwindale Gateway Specific Plan (Specific Plan) outlines two (2) options for the development of the project site, both of which are outlined in the Specific Plan. Both options involve developing the project site as an industrial logistics and distribution center, however, Option 2 would develop a Battery Energy Storage System (BESS) on a portion of the site, discussed below. The impacts associated with these two options are discussed and analyzed separately throughout the Draft EIR.

Prior to implementation of the Specific Plan, a majority of the site will have undergone reclamation pursuant to the Nu-Way Live Oak Reclamation Operations Plan. The Operations Plan for site reclamation was approved by the Regional Water Quality Control Board in September 2022 and the rough grading plan for the reclamation was approved by the County of Los Angeles Department of Public Works in September 2022. These reclamation activities are currently underway and the rough graded site per the Operations Plan serves as the baseline for analysis in the Draft EIR.

The Specific Plan includes details, regulations, and conditions necessary for Specific Plans pursuant to California Government Code Section 65451, including:

- The distribution and location of housing, agriculture, and open space, together with regulations establishing height, bulk, and setback limits for such buildings and facilities, including the location of areas such as floodplains or excessively steep or unstable terrain.
- Standards for existing and proposed transportation, sewage, water, and drainage.
- Standards for the conservation, development, and utilization of natural resources, including the prevention, control, and correction of soil erosion caused by subdivision roads or any other sources, and the protection of watershed areas.

A. PROJECT LOCATION

The Specific Plan site is at 13620 Live Oak Lane in the central portion of the City of Irwindale in Los Angeles County. The project site is bordered by Interstate 605 (I-605) to the west, Live Oak Lane to the north and east, and Live Oak Avenue to the south. The Assessor's Parcel Numbers (APNs) for the project site are 8532-002-046 and 8532-002-047. There is also a 9.61-acre Southern California Edison (SCE) easement on the project site. The project site encompasses a former sand and gravel quarry, the NuWay Live Oak Inert Landfill (NuWay Landfill), and a former street-cleaning business.

The site does not include the industrial uses (APNs 8532-002-036, 8532-002-040, and 8532-002-043) that are between the northeast part of the project site and Live Oak Lane, nor does the site boundary include the parcel owned by the Valley County Water District (APN 8532-002-904) at the southeastern corner of the project site.

B. PROJECT DESCRIPTION

Option 1

Option 1 of the Specific Plan would include a 52.65-acre parcel developed as an industrial logistics and distribution center with three buildings and associated parking and loading docks. The remaining 13.99 acres of the site would be used for public rights-of-way and the SCE easement that runs from north to south along the western portion of the site. The three buildings would allow a maximum of 997,796 square feet of building space—954,796 square feet of warehouse space and 43,000 square feet of office space. Trailer, truck, and/or car parking would be included throughout the project site.

Option 2

Option 2 would include a 36.71-acre parcel developed as an industrial logistics and distribution center with two warehousing/office buildings and a 15.94-acre parcel for the 400-megawatt BESS (electric energy storage, transmission and AC/DC and voltage conversion). The two buildings would allow a maximum of 704,070 square feet—668,070 square feet of warehouse space and 36,000 square feet of office space. The preliminary design for the BESS has 353,000 square feet of battery arrays, within which battery enclosures, inverter enclosures, and medium voltage transformers would be arranged. The BESS would be served by an undergrounded electrical tie-line unless applicable agencies (Southern California Edison or California Independent System Operator (CALISO)) require an overhead line. If required, an overhead electric tie-line would consist of three 220-kilovolt conductor cables below an optical ground wire that serves dual purposes of grounding and fiber optic communications An overhead line would be subject to a Zone Variance application per IMC Chapter 17.32.

C. DISCRETIONARY ACTIONS AND APPROVALS

Project development requires the following discretionary actions and approvals from the City:

- Certification of the Irwindale Gateway Specific Plan EIR
- Approval of City of Irwindale General Plan Amendment
- Approval of City of Irwindale Zone Change
- Approval of City of Irwindale Zone Ordinance Amendment (adopting the Irwindale Gateway Specific Plan)
- Approval of Tentative Parcel Map
- Certification of the Environmental Impact Report SCH No. 2023020290
- Adoption of Findings of Fact and Statement of Overriding Considerations

- Adoption of Mitigation Monitoring and Reporting Program

D. STATEMENT OF PROJECT OBJECTIVES

1. Create a comprehensive master plan for the re-use of a reclaimed sand and gravel quarry, including the development of a utility-scale battery energy storage system.

2. Provide state-of-the-art buildings that can accommodate various industrial and manufacturing uses, including warehouse distribution, logistics, and fulfillment centers with proximate access to Interstate 605 on- and off-ramps.

3. Ensure that infrastructure plans for water, sewer, and drainage are adequately designed for the Specific Plan.

4. Provide a circulation system that meets transportation requirements and minimizes potential adverse impacts on the surrounding area.

5. Provide guidelines and standards for architecture, landscaping, walls, fencing, lighting, and entry treatments that are compatible with the design and architecture of the surrounding uses.

III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION PROCESS

In conformance with CEQA and the State CEQA Guidelines, the City conducted an extensive environmental review of the Proposed Project.

- The City of Irwindale determined that an EIR would be required for the Proposed Project and issued a Notice of Preparation ("NOP") on February 10, 2023. The NOP was sent to all responsible agencies, trustee agencies, and the Office of Planning Research and posted at the Los Angeles County Clerk-Recorder's office and on the City's website on February 10, 2023. The thirty (30)-day public review period extended from February 10, 2023, to March 11, 2023. However, because the scoping meeting was held relatively close to the end date of the comment period, the local comment period was extended to March 18, 2023, to give local individuals and organizations one additional week to submit comments.

- A scoping meeting was held during the NOP review period to solicit additional suggestions on the scope of the Draft EIR. The scoping meeting was held on Thursday March 2, 2023 at 6:00 PM at the Irwindale Community Center. The notice of the public scoping meeting was included in the NOP. Oral and written comments were received during the meeting.

    - The scope of the Draft EIR was determined based on the City's comments received in response to the NOP. Section 2.3 of the DEIR describes the issues identified for analysis in the Draft EIR.

- The City of Irwindale prepared a Draft EIR, which was made available for a forty-five (45)-day public review period beginning Monday, May 13, 2024 and ending Thursday, June 27, 2024.

    - The complete Draft EIR consists of the analysis of the Specific Plan and all referenced appendices. The Notice of Availability ("NOA") for the Draft EIR was sent to all interested persons, agencies, and organizations. The Notice of Completion ("NOC") was sent to the State Clearinghouse in Sacramento for distribution to public agencies. The NOA was posted at the Los Angeles County Clerk-Recorder's office and published in the San Gabriel Valley Tribune on May 13, 2024. Copies of the Draft EIR were made available for public review at the City of Irwindale City Hall, Irwindale Public Library, and Irwindale Community Development -- Planning Division. The Draft EIR was also made available for download via the City's website: https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway

- A special meeting of the City of Irwindale Planning Commission is scheduled for October 28, 2024, at 6:30 PM. The meeting will be held in the City of Irwindale Council Chambers, located at 5050 Irwindale Avenue, Irwindale, CA 91706, and online via Zoom.

- Section 15088(b) of Title 14 of the California Code of Regulations (State CEQA Guidelines requires lead agencies to provide written Responses to Comments to public agencies commenting on the Draft EIR at least 10 days prior to certifying the Final EIR. Seven comment letters were received from public agencies.

IV. ENVIRONMENTAL ISSUES THAT WERE DETERMINED NOT TO BE POTENTIALLY AFFECTED BY THE PROPOSED PROJECT

A. IMPACTS DETERMINED TO BE LESS THAN SIGNIFICANT DURING THE SCOPING PROCESS

Based on the public scoping process (including review of NOP responses), in addition to analysis prepared for the Draft EIR, the City determined, based upon the threshold criteria for significance, that none of the environmental topics were determined to have no impact or were found to be less than significant. As a result, all environmental topics were analyzed in Chapter 5 of the EIR.

B. IMPACTS DETERMINED AS "NO IMPACT" AND "LESS THAN SIGNIFICANT IMPACTS" IN THE EIR

This section identifies impacts of the proposed project determined to be less than significant without implementation of project-specific mitigation measures. This determination assumes compliance with existing regulations, as detailed in each respective topical section of Chapter 5 and Chapter 8, *Impacts Found Not to Be Significant*, in the Draft EIR.

a) Aesthetics. Implementation of the proposed project under Option 1 or 2 would not obstruct existing views of the San Gabriel Mountains and Puente Hills from surrounding roadways that abut the project site due to the substantially higher elevation of the mountains when compared to the proposed buildings and BESS infrastructure. Additionally, implementation of the proposed Specific Plan would ensure that the proposed development does not conflict with aesthetic related zoning regulations. The Specific Plan also provides standards for lighting and glare to ensure that project development does not adversely affect surrounding receptors. Furthermore, there would be no impacts to scenic corridors or highways since none exist within the vicinity of the project site.

b) Agricultural and Forestry Resources. Most of the project site is a former sand and gravel quarry and inert landfill and is currently undergoing remedial grading operations. As such, the project site does not contain any existing agricultural uses, land designated as important farmland by the California Department of Conservation, Williamson Act contracts, or forest/timberland resources. Therefore, development of the site under either Option 1 or 2 would have no impact on agricultural and forestry resources.

c) Air Quality. The proposed project would not exceed the South Coast Air Quality Management District's (AQMD's) localized significance thresholds for construction and operational emissions under either Option 1 or Option 2. Additionally, the qualified health risk from construction and operational emissions would not exceed South Coast AQMD's cancer risk and chronic hazards thresholds for either Option 1 or Option 2. The potential health risk associated with a thermal runaway event

of lithium-ion battery systems from the BESS was also evaluated and was determined unlikely to result in substantial toxic air contaminant concentrations for sensitive receptors.

d) Biological Resources. The project site is a former sand and gravel quarry and inert landfill. It has been highly disturbed over the last 65 years, with mining on the site commencing in 1957. A majority of the project site is currently undergoing remedial grading operations. The proposed project would not disturb any area that was not previously disturbed by reclamation activities, and the SCE easement would remain undeveloped under proposed conditions. Areas disturbed by reclamation activities have no habitat suitable for the two special species of concern that have been observed and recorded within a mile of the project site, the coast horned lizard or coastal whiptail. Additionally, while the project site is 0.34 miles southwest of the San Gabriel Canyon Significant Ecological Area which provides critical habitat for southwestern willow flycatcher, no suitable habitat for the species exists on the project site and no trees would be removed from the project site during implementation of the Specific Plan. Additionally, the project site does not contain sensitive natural communities or viable riparian habitat that is considered a protected wetland. Project development would take place within the boundaries of the project site and adjacent urban lands to the south including Live Oak Avenue and the Rio Hondo substation and would not impact the San Gabriel River or Santa Fe Flood Control Dam. The proposed project was concluded to have less than significant impacts to biological resources under both Options 1 and 2.

e) Cultural Resources. The proposed project would have no impact on historic resources since no historic resources exist on the project site. Additionally, while grading activities under construction of the proposed project have the potential to unearth human remains, existing laws and regulations outline specific procedures in the event of these discoveries that ensure that impacts under both Option 1 and Option 2 are less than significant.

f) Energy. The proposed project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation for Option 1 or Option 2. Energy use associated with construction would be temporary. Construction contractors would be required to minimize nonessential idling of construction equipment during construction in accordance with the California Code of Regulations, Title 13, Chapter 9, Article 4.8, Section 2449. Additionally, under Option 2, the proposed project would facilitate greater use of renewable energy sources, therefore decreasing reliance on fossil fuels. All land uses under the proposed project would also comply with the Building Energy Efficiency Standards and the California Green Building Code (CALGreen).

g) **Geology and Soils.** The project site is not located on or near any active surface faults or liquefaction hazard zones. While seismic activity in the project area could lead to ground-shaking, project buildings would comply with California Building Code (CBC) standards. Additionally, the grading to be conducted as part of the Operations Plan prior to implementation of the proposed project would ensure that uneven and unstable ground is filled and that the project site is flat. Erosion resulting from construction of the proposed project would be reduced with compliance with a Storm Water Pollution Prevention Plan (SWPPP) and Irwindale Municipal Code (IMC) and CBC standards. Subsequent geotechnical evaluation would identify engineering recommendations based on final project design, and mandatory compliance with the recommendations of the geotechnical evaluation would ensure impacts associated with other soil hazards including compressible soils, unstable soils, and subsidence would be less than significant for Options 1 and 2. Additionally, either version of the proposed project would not result in significant impacts to paleontological resources since the project site is covered by a thick layer of artificial fill. If the grading activities extend into the native alluvium, paleontological resources could be impacted by the project, though the likelihood is low.

h) **Greenhouse Gas Emissions.** Neither option of the proposed project would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs, which include the California Air Resources Board 2022 Scoping Plan and the Southern California Association of Government's (SCAG's) Regional Transportation and Sustainable Communities Strategy (RTP/SCS). For example, the proposed project would comply with the Building Energy Efficiency Standards and CALGreen in addition to supporting GHG emissions reduction measures through the development of BESS under Option 2. Additional ways that the proposed project would support the scoping plan and the RTP/SCS are discussed on page 5.6-24 of the Draft EIR.

i) **Hazards and Hazardous Materials.** Both options of the proposed project would comply with all applicable regulations to ensure that the use, transport, and disposal of hazardous materials under the proposed project would not result in significant impacts. This includes specific fire safety requirements for BESS that are discussed in detail under Impact 5.7-1 of the Draft EIR. Additionally, all existing recognized environmental conditions at the project site would be remediated with impacts being reduced to less than significant under implementation of the Operations Plan. The proposed project would also result in less than significant impacts with respect to emergency service and evacuation access with plan review by the City's Building and Safety Department, along with the Los Angeles County Fire Department and Irwindale Police Department, to ensure adequate site access is maintained and that project driveways would not interfere with circulation on adjacent streets. The project site is not within proximity to an airport and no conditions under the proposed project would exacerbate fire risk.

j) Hydrology and Water Quality. Both options of the proposed project would be required to implement a Stormwater Pollution Prevention Plan and comply with the Municipal Code, the erosion control plan, and grading requirements throughout the construction phase of the development accommodated by the Specific Plan. These regulatory requirements would address anticipated pollutants of concern from construction activities. Pursuant to the State Construction General Permit, the MS4 Permit, the Statewide General Permit for Stormwater Discharges Associated with Industrial Activities, Chapter 8.28 of the City's Municipal Code, and requirements of Sections 404 and 401 of the CWA, the Specific Plan would be required to implement federal, State, and local water quality standards; construction phase BMPs; post-construction site design, treatment, and source control measures to help keep pollutants out of stormwater. Additionally, the proposed project would not interfere with groundwater recharge, since the proposed project would have sufficient water supply from the project's water provider Valley County Water District (VCWD). The preliminary hydrology report for the proposed project shows that the that the proposed basin for the project site regulates peak flows from the 50-Year 24-Hour storm event so that the post-development runoff does not exceed 1 cubic-feet-second/acre. The project site is not subject to flooding hazards.

k) Land Use and Planning. Neither option under the proposed project would physically divide an existing community. The proposed uses are generally consistent with the land use currently operating on adjacent properties and the project site does not provide access to established communities. An analysis of the project's consistency with relevant plans including the SCAG RTP/SCS, Irwindale General Plan, and Irwindale Zoning Code included in Table 5.9-1, *SCAG 2020-2045 RTP/SCS Goals Consistency Analysis,* and Table 5.9-2, *General Plan Consistency Analysis*, of the Draft EIR. The Specific Plan would be consistent with the applicable policies and goals of these plans.

l) Mineral Resources. The project site is in an area designated MRZ-2 and the Irwindale Production Area, however, the site is designated with land uses incompatible with mining in the San Gabriel P-C region and no active mining operations are present on the project site. Furthermore, there are no active mining operations on-site, and past mining operations depleted mineral resources at the project site. There would be no impacts to mineral resources under either option of the proposed project.

m) Noise. Construction associated with either option under the proposed project would generate noise-level increases from 0.2 to 0.3 dBA Leq at the nearest receiver locations which would not exceed the 5 dBA threshold for noise increases, consistent with the Irwindale Municipal Code. Additionally, operational noise levels would not exceed 5 dBA for either Option 1 or Option 2 at the nearest receptor locations. Similarly, traffic noise levels as a result of traffic added by the proposed project would not exceed the incremental noise level increase thresholds. Vibration

impacts from construction equipment would not result in damage to nearby receptors.

n) Population and Housing. The proposed project would not result in any new housing in the City but is expected to add approximately 580 long-term new jobs under Option 1 and 475 long-term new jobs under Option 2. These jobs are expected to be filled by residents in the City and region. No direct population growth would occur. Additionally, no housing exists at the project site and therefore no residents or homes would be displaced by the proposed project.

o) Public Services. The Los Angeles County Fire Department (LACFD) would provide fire service to the project site and anticipates that the proposed project would not have a significant impact on the service demands of the station that serves the proposed project. The BESS would be subject to LACFD review and would be required to comply with fire code requirements specific to energy storage systems. The Irwindale Police Department noted that the proposed project would not require expansion of police protection facilities. School and library services would not be impacted by the proposed project because the project would not generate population growth.

p) Recreation. Recreational uses under the proposed project would not be impacted by the proposed project since the project does not involve uses that would generate population in the City.

q) Transportation. Neither option under the proposed project would impact City circulation systems. A Traffic Impact Analysis was conducted for the proposed project and is included as Appendix L2 to the Draft EIR which concluded that signalization at the intersection of Live Oak Avenue and Live Oak Lane would be needed to address traffic impacts from both options of the proposed project. The proposed project would also provide pedestrian amenities and bicycle parking facilities both on the project site and within the surrounding right-of-way, supporting the City's implementation of its Active Transportation Plan. Additionally, the proposed project would not create roadway hazards or result in inadequate emergency access to the project site. The development would comply with fire and building codes, and circulation plans would be reviewed by the Planning Division and LACFD. Furthermore, consistent with the Specific Plan, prior to the issuance of building permits for development projects in the project site that involve a driveway connection point on Live Oak Avenue, the project applicant shall submit a driveway access study to the Irwindale Public Works Department for City review and approval.

r) Utilities and Service Systems. As discussed in the analysis of Impact 5.15-1 and the Sewer Area Study for the proposed project, the existing wastewater infrastructure serving the project site would be able to accommodate the additional flows from development under the Specific Plan. Wastewater from the project site

would be treated at the San Jose Creek Water Reclamation Plant which has capacity to accommodate the wastewater from the proposed project. The total water demand for the project site is anticipated to be 101 acre-feet-year, accounting for water losses, which falls within the residual water supplies available to VCWD. Impacts to stormwater drainage would be less than significant with implementation of the on-site detention basin and the modular wetlands systems at the project site, as discussed further in Sections 5.8 *Hydrology and Water Quality*, and Section 5.15, *Utilities and Service Systems*, of the Draft EIR. Solid waste disposal under the proposed project would be required to comply with various federal, state, and local laws and regulations that govern solid waste disposal. Additionally, the two (2) landfills that would serve the proposed project would have capacity to serve the proposed project. While the Specific Plan would increase energy demand at the site compared to existing conditions, all development would be required to comply with the latest applicable Building Energy Efficiency Standards and CALGreen. The proposed project would represent negligible increases to the natural gas and electricity consumption of its service area.

s) Wildfire. The project site is not in a high Fire Hazard Severity Zone (FHSZ) or very high FHSZ but is adjacent to a very high FHSZ. However, the project site is separated from this FHSZ area due to roadways which would act as fire breaks. The electrical infrastructure of the BESS would undergo maintenance to ensure that there is no fuel buildup that would exacerbate fire risk on- or off-site. The proposed project would therefore not exacerbate fire risk.

V. FINDINGS REGARDING POTENTIALLY SIGNIFICANT ENVIRONMENTAL IMPACTS

The following potentially significant environmental impacts were analyzed in the Draft EIR, and the effects of the project were considered. Because of environmental analysis of the project and the identification of relevant General Plan policies; compliance with existing laws, codes, and statutes; and the identification of feasible mitigation measures, some potentially significant impacts have been determined by the City to be reduced to a level of less than significant, and the City has found—in accordance with CEQA Section 21081(a)(1) and State CEQA Guidelines Section 15091(a) (1)—that "Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment." This is referred to herein as "**Finding 1**."

Where the City has determined—pursuant to CEQA Section 21081(a)(2) and State CEQA Guidelines Section 15091(a)(2)—that "Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency," the City's finding is referred to herein as "**Finding 2**."

Where, as a result of the environmental analysis of the project, the City has determined that either (1) even with the identification of project design features, compliance with existing laws, codes and statutes, and/or the identification of feasible mitigation measures, potentially significant impacts cannot be reduced to a level of less than significant, or (2) no feasible mitigation measures or alternatives are available to mitigate the potentially significant impact, the City has found in accordance with CEQA Section 21081(a)(3) and State CEQA Guidelines Section 15091(a)(3) that "Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report." This is referred to herein as "**Finding 3**."

A. IMPACTS MITIGATED TO LESS THAN SIGNIFICANT

The following summary describes impacts of the Proposed Project that, without mitigation, would result in significant adverse impacts. Upon implementation of the mitigation measures provided in the EIR, these impacts would be considered less than significant.

1. Air Quality

Impact 5.2-4: The proposed project would result in other emissions that would adversely affect a substantial number of people. [Threshold AQ-4]

Construction

During construction activities, construction equipment exhaust and application of asphalt and architectural coatings would temporarily generate odors. Any construction-related odor emissions would be temporary and intermittent. Additionally, noxious odors would be

confined to the immediate vicinity of the construction equipment. By the time such emissions reached any sensitive receptor sites, they would be diluted to well below any level of air quality concern. Furthermore, short-term construction-related odors are expected to cease upon the drying or hardening of odor-producing materials. Therefore, impacts associated with construction-generated odors are considered less than significant for both Option 1 and Option 2 of the proposed project.

Operation

The type of facilities that are considered to have objectionable odors include wastewater treatment plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities. The types of businesses accommodated under the proposed project could result in these types of uses: asphalt plants, automobile and truck repair garages, bakeries and confectionaries (manufacturing and wholesale), bottling plants, computer and electronic parts manufacturing, concrete manufacturing, distribution warehousing and e-commerce fulfillment centers for dry and frozen goods, machinery manufacturing, and product assembly. While these and other types of industrial land uses associated with the proposed project would be required to comply with South Coast AQMD Rule 402, additional measures may be necessary to prevent an odor nuisance. Therefore, certain types of industrial land uses that could be associated with either option of the proposed project may generate potentially significant odor impacts to a substantial number of people.

Mitigation Measure

AQ-2 Prior to future discretionary approval, if it is determined that a project has the potential to emit nuisance odors beyond the property line, an odor management plan shall be prepared by the project applicant, subject to review and approval by the City of Irwindale Community Development Department. Facilities that have the potential to generate nuisance odors include but are not limited to:

- Wastewater treatment plants
- Composting, green waste, or recycling facilities
- Fiberglass manufacturing facilities
- Painting/coating operations
- Large-capacity coffee roasters
- Food-processing facilities

The odor management plan shall show compliance with the South Coast Air Quality Management District's Rule 402 for nuisance odors. The odor management plan shall identify the best available control technologies for toxics (T-BACTs) that will be utilized to reduce potential odors to acceptable levels, including appropriate enforcement mechanisms. T-BACTs may include,

but are not limited to scrubbers (i.e., air pollution control devices) at the industrial facility. T-BACTs identified in the odor management plan shall be identified as mitigation measures in the environmental document and/or incorporated into the site plan.

Finding:

Finding 1 – The City hereby makes Finding 1. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted.

2. Cultural Resources

Impact 5.4-2: Development of the project could impact archaeological resources. [Threshold C-2]

The project site is a former sand and gravel quarry and inert landfill. The project site has been highly disturbed over the last approximately 65 years with mining on the site commencing in 1957. When mining operations ceased in approximately 1973, the depleted quarry pits extended to a maximum depth of approximately 120 feet below ground surface. The Nu-Way Live Oak Inert Landfill operated on the site from approximately 1996 to 2005. Under landfill operation, the former quarry was backfilled with inert materials to its capacity at street level. The site operations plan for reclamation describes the excavation, screening, and placement of approximately 8.3 million cubic yards of fill material. Under the operations plan, existing fill is being excavated to a maximum depth of 120 feet. Excavated materials will be screened for noncompliant materials, which will be segregated and disposed of.

The results of the California Historical Resources Information System records search indicated that there are no archeological resources on the project site or within a 0.25-mile radius. Additionally, the Native American Heritage Commission (NAHC) responded on April 21, 2023, with a negative Sacred Lands File search, indicating no record for the presence of Native American sacred land within the project site. Although the project site has a low potential for archaeological resources, previously unidentified subsurface (buried) resources could potentially be uncovered during ground-disturbing activity in areas that have not been excavated during the reclamation activities and for off-site improvements. If such archaeological resources are encountered during project construction, there could be an adverse change of an archaeological resource, resulting in a significant impact. These impacts would apply under both Option 1 and Option 2 of the proposed project. Mitigation Measures CUL-1 and CUL-2 would be implemented as part of the proposed project to mitigate this impact to less-than-significant.

Mitigation Measures:

The following mitigation measures reduce this impact to less than significant:

CUL-1 Prior to the issuance of any permits allowing ground-disturbing activities, the project proponent/operator shall retain a Qualified Archaeologist, defined as an archaeologist meeting the Secretary of the Interior's Standards for professional archaeology (U.S. Department of the Interior, 2011), to carry out all mitigation measures related to archaeological resources. The contact information for this Qualified Archaeologist shall be provided to the City of Irwindale Community Development Department - Planning Division prior to the commencement of any construction activities on-site.

CUL-2 In the event that unanticipated cultural resources are encountered during any phase of project construction, all construction work within 50 feet of the find shall cease, and the Qualified Archaeologist and designated Native American representative, as defined in Mitigation Measure TCR-2, shall assess the find for importance. Construction activities may continue in other areas. If the discovery is determined to not be significant by the Qualified Archaeologist and/or designated Native American representative, work will be permitted to continue in the area.

If a find is determined to be important by the Qualified Archaeologist and designated Native American representative, he or she shall immediately notify the City. The City shall consult on a finding of eligibility and implement appropriate treatment measures if the find is determined to be eligible for inclusion in the California Register of Historical Resources (CRHR). Work may not resume within the no-work radius until the lead agency, through consultation as appropriate, determines that the site either: (1) is not eligible for the CRHR; or (2) treatment measures have been completed to its satisfaction.

Finding:

Finding 1 – The City hereby makes Finding 1. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted.

3. Transportation

Impact 5.13-2: Development accommodated by the Specific Plan would conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). [Threshold T-2]

Both Options 1 and 2 of the Irwindale Gateway Specific Plan include proposed development of industrial warehousing, associated parking, and loading docks. The project site is currently a vacant lot that is used for a variety of industrial and commercial uses as well as stockpiled materials and debris. Option 1 includes the development of 954,796 square feet of warehouse space and 43,000 square feet of office space. A variety of general warehousing and manufacturing tenants could be accommodated in the three (3) buildings. Option 2 would include two (2) industrial buildings providing 668,070 square feet of warehouse space and 36,000 square feet of office space. Additionally, this option would include a 400-megawatt BESS on approximately 16 acres.

As shown in Table 5.13-1, *Project VMT Characteristics*, in the Draft EIR, the proposed project would result in 20.8 daily Vehicle Miles Traveled (VMT) per employee for both Options 1 and 2, which would exceed the City's threshold of 18.5 daily VMT per employee. Therefore, impacts would be potentially significant without mitigation for both Option 1 and Option 2.

However, as shown in Table 5.13-1, with the implementation of Mitigation Measures T-1 and T-2 the San Gabriel Valley Council of Governments Regional VMT Analysis Tool forecasts the project's VMT to be reduced to 18.4 daily VMT per employee using industry standards measures of effectiveness for VMT reduction measures within the geographic context of the project. The VMT per employee value is below the City's threshold. Therefore, impacts would be less than significant.

Mitigation Measure:

The following mitigation measures would reduce this impact to less than significant:

T-1 The applicant shall coordinate with Foothill Transit and the City of Irwindale to install a bus stop at Live Oak Avenue and Live Oak Lane for the Foothill Transit Line 492. The design and installation of the bus stop shall be coordinated with Foothill Transit and shall be paid for by the project applicant. The bus stop shall be constructed prior to the issuance of a Certificate of Occupancy for the first development project on the project site.

T-2 The applicant shall modify the public sidewalk and landscaping along the north side of the portion of Live Oak Avenue that abuts the project site to include accommodation of a Class IV trail consistent with the City of Irwindale Active Transportation Plan to create a portion of the connection to the San Gabriel River Trail. Prior to the issuance of grading plans, the applicant shall submit

the required improvement plans for the Class IV trail to the City of Irwindale's Public Works Department for review and approval.

Finding:

Finding 1 – The City hereby makes Finding 1. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted.

4. Tribal Cultural Resources

Impact 5.14-2: The proposed project would cause a substantial adverse change in the significance of a tribal cultural resource that is determined by the lead agency to be significant pursuant to criteria in Public Resources Code section 5024.1(c). [Threshold TCR-1.ii]

The Sacred Lands File (SLF) search conducted by the Native American Heritage Commission (NAHC) did not indicate the presence of known Tribal Cultural Resources (TCRs) within or immediately adjacent to the project site. However, the Gabrieleño Band of Mission Indians–Kizh Nation indicated that the project area is of high importance to the tribe and that there is the potential for unknown and/or buried TCRs to be encountered during construction activities. Should such resources be determined by the lead agency to be significant, the proposed project could result in potentially significant impacts related to the substantial adverse change in the significance of TCRs. Mitigation Measures CUL-1, CUL-2, and TCR-1 through TCR-3 would be implemented as part of the proposed project to mitigate this impact to less than significant. This potential impact applies to both Option 1 and Option 2 and these mitigation measures would be implemented under either option of the proposed project.

Mitigation Measure:

In addition to the following mitigation measures, implementation of Mitigation Measure CUL-1 and CUL-2 would reduce impacts to less than significant.

TCR-1 The project applicant shall retain a Native American monitor from or approved by the Gabrieleño Band of Mission Indians–Kizh Nation. The monitor shall be retained prior to the commencement of any ground-disturbing activity for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). Ground-disturbing activity shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

The monitor shall complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities; the type of construction activities performed; locations of ground-disturbing activities; soil types; cultural-related materials; and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered tribal cultural resources, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc. (collectively, tribal cultural resources, or TCRs) as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs shall be provided to the project applicant/lead agency upon written request to the Tribe.

On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.

TCR-2 Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh shall recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural, and/or historic purposes.

TCR-3 Native American human remains are defined in Public Resources Code 5097.98(d)(1) as an inhumation or cremation and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.

If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resources Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed. Human remains and grave/burial goods shall be treated alike per California Public Resources Code Sections 5097.98(d)(1) and (2). Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial

goods. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

Finding:

Finding 1 – The City hereby makes Finding 1. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted.

B. SIGNIFICANT AND UNAVOIDABLE SIGNIFICANT IMPACTS THAT CANNOT BE MITIGATED TO BELOW THE LEVEL OF SIGNIFICANCE

The following summary describes the unavoidable adverse impacts of the Proposed Project where either mitigation measures were found to be infeasible, or the mitigation measures are under the control of another lead agency. The following impacts would remain significant and unavoidable:

1. Air Quality

Impact 5.2-1: The proposed project would conflict with or obstruct implementation of the applicable air quality plan (the South Coast AQMD AQMP). [Threshold AQ-1]

Support for this environmental impact conclusion is fully discussed in Section 5.2, *Air Quality*, starting on page 5.2-27 of the Draft EIR.

Though the proposed project would result in an increase in employment, it would not cause the City to reach or exceed the number of jobs forecast by SCAG. And because the Air Quality Management Plan (AQMP) is based on the SCAG forecasts, the proposed project would not substantially conflict with the emissions inventory in the current 2022 AQMP.

Long-term emissions generated by the proposed project would produce criteria air pollutants that exceed the South Coast AQMD significance thresholds for VOC and NO_X during the proposed project Option 1 operations, and for NOx only during Option 2 operations (see Impact 5.2-3). South Coast AQMD's significance thresholds identify whether a project has the potential to cumulatively contribute to the Southern California Air Basin's (SoCAB's) nonattainment designations. Implementation of the proposed project would result in an increase in the frequency or severity of existing air quality violations; cause or contribute to new violations; or delay timely attainment of the Ambient Air Quality Standards (AAQS). Therefore, overall, the proposed project (Options 1 and 2) would be considered inconsistent with the AQMP, and impacts would be potentially significant.

Mitigation Measures:

The following feasible measures are required to be implemented:

AQ-1 The construction contractor shall specify in the construction bid that the construction contractor(s) shall only use interior and exterior paints with a low VOC (volatile organic compound) content with a maximum concentration of 0 grams per liter (g/L) for building architectural coating during construction and for future coating to reduce VOC emissions. All building and site plans shall note use of paints with a maximum VOC concentration of 0 g/L. Prior to construction, the construction contractor(s) shall ensure that all construction plans submitted to the City of Irwindale Building and Safety Department and the Community Development Department clearly show this requirement.

GHG-2 Prior to issuance of an occupancy permit for a new tenant/business entity, the new tenant/business entity shall provide documentation to the City demonstrating the proposed project's buildings would consume 100 percent carbon-free electricity, when feasible and commercially available in accordance with Southern California Edison's approved programs in effect at the time the tenant/business entity seeks issuance of an occupancy permit. Measures to achieve 100 percent carbon-free electricity use for the proposed project's buildings may include, but are not limited to, plans for 100 percent renewable electricity.

GHG-4 Prior to the issuance of a building permit, the Project Applicant shall provide documentation to the City demonstrating that the project buildings' electrical room is sufficiently sized to hold additional panels that may be needed to supply power for future installation of electric charging systems for electric trucks and power transport refrigeration units (TRUs). Conduit shall be installed from the electrical room to tractor-trailer parking spaces in logical locations on-site to facilitate future electric truck charging. Conduit shall be installed between the electrical room and the loading docks to facilitate the use of electric plug-in TRUs.

GHG-7 Prior to issuance of an occupancy permit, a new tenant/business entity shall place legible, durable, weather-proof signs at truck access gates, loading docks, and truck parking areas that identify applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum, each sign shall include: 1) instructions for truck drivers to shut off engines when not in use; 2) instructions for drivers of diesel trucks to restrict idling to no more than five minutes once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged; and 3) telephone numbers of the building facilities manager and CARB to report violations. The City shall conduct a site inspection to ensure that the signs are in place.

T-1 The applicant shall coordinate with Foothill Transit and the City of Irwindale to install a bus stop at Live Oak Avenue and Live Oak Lane for the Foothill Transit Line 492. The design and installation of the bus stop shall be coordinated with Foothill Transit and shall be paid for by the project applicant. The bus stop shall be constructed prior to the issuance of a Certificate of Occupancy for the first development project on the project site.

T-2 The applicant shall modify the public sidewalk and landscaping along the north side of the portion of Live Oak Avenue that abuts the project site to include accommodation of a Class IV trail consistent with the City of Irwindale Active Transportation Plan to create a portion of the connection to the San Gabriel River Trail. Prior to the issuance of grading plans, the applicant shall submit the required improvement plans for the Class IV trail to the City of Irwindale's Public Works Department for review and approval.

Finding:

Finding 3 – The City hereby makes Finding 3. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted. The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment and residential opportunities, make infeasible the alternatives identified in the EIR(Public Resources Code §§ 21081(a)(1), (3); Guidelines §§ 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

Impact 5.2-2: Construction and operation associated with the proposed project under Option 1 and Option 2 would result in a cumulatively considerable net increase of criteria pollutants that exceed South Coast AQMD's threshold criteria. [Threshold AQ-2]

Support for this environmental impact conclusion is fully discussed in Section 5.2, *Air Quality*, and in particular, starting on page 5.2-28 of the Draft EIR.

Construction

Construction activities produce combustion emissions from various sources, such as on-site heavy-duty construction vehicles, vehicles hauling materials to and from the site, and motor vehicles transporting the construction crew. Construction of the proposed project would generate criteria air pollutants associated with construction equipment exhaust and fugitive dust from site preparation, rough grading, fine grading, utilities trenching, building construction, paving, architectural coating, and finishing and landscaping; off-site improvements; and sewer and storm drain construction. Option 2 would also include installation of the BESS facility on-site. Air pollutant emissions from construction activities on-site would vary daily as construction activity levels change. An estimate of maximum daily construction emissions for Option 1 and Option 2 of the proposed project are provided in Table 5.2-9, *Maximum Daily Regional Construction Emissions (Option 1),* and Table 5.2-10, *Maximum Daily Regional Construction Emissions (Option 2),* in the Draft EIR. The tables show the highest daily emissions that would be generated by the overlapping construction activities over the anticipated development period.

Option 1

As shown in Tables 5.2-9, the maximum daily emissions for NOx, CO, SO_2, PM_{10}, and $PM_{2.5}$ from construction-related activities would be less than their respective South Coast AQMD regional significance threshold values for Option 1. However, VOC emissions from construction activities overlapping with the proposed project's architectural coating phase would exceed the South Coast AQMD Regional construction threshold for Option 1.[1] Therefore, short-term air quality impacts from proposed project-related construction activities would exceed South Coast AQMD's threshold criteria for VOC, and impacts for Option 1 would be potentially significant.

Option 2

As shown in Tables 5.2-10, the maximum daily emissions for NOx, VOC, CO, SO_2, PM_{10}, and $PM_{2.5}$ from construction-related activities would all be less than their respective South Coast AQMD regional significance threshold values for Option 2. Therefore, short-term air quality impacts from proposed project-related construction activities under Option 2 would be less than significant.

Operation

As shown in Table 5.3-11, *Maximum Daily Regional Operation Emissions (Option 1),* and Table 5.3-12, *Maximum Daily Regional Operation Emissions (Option 2)*, in the Draft EIR, project-related air pollutant emissions from daily operations would exceed the South Coast AQMD regional emissions thresholds for VOC and NOx under Option 1 and NOx under Option 2. The primary sources of long-term criteria air pollutant emissions would be project-generated passenger vehicle and truck trips as well as use of off-road equipment

[1] The maximum daily construction VOC emissions for Option 2 is estimated to be 74.69 lb/day, which is less than the South Coast AQMD threshold for VOC.

on-site such as yard trucks and forklifts. Option 2 would also include operation of the BESS on-site. However, it would not require natural gas use to operate and thus would not generate criteria air pollutant emissions. Emissions of VOC and NOx that exceed the South Coast AQMD regional threshold would cumulatively contribute to the O_3 nonattainment designation of the SoCAB. Emissions of NOx that exceed the South Coast AQMD regional significance thresholds would also cumulatively contribute to the particulate matter (PM_{10} and $PM_{2.5}$) nonattainment designations of the SoCAB. Therefore, the project would result in a potentially significant impact because it would significantly contribute to the nonattainment designations of the SoCAB.

Mitigation Measure:

The following feasible mitigation measure is required to be implemented**:**

AQ-1 The construction contractor shall specify in the construction bid that the construction contractor(s) shall only use interior and exterior paints with a low VOC (volatile organic compound) content with a maximum concentration of 0 grams per liter (g/L) for building architectural coating during construction and for future coating to reduce VOC emissions. All building and site plans shall note use of paints with a maximum VOC concentration of 0 g/L. Prior to construction, the construction contractor(s) shall ensure that all construction plans submitted to the City of Irwindale Building and Safety Department and the Community Development Department clearly show this requirement.

Finding:

Finding 3 – The City hereby makes Finding 3. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted. The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment and residential opportunities, make infeasible the alternatives identified in the EIR (Public Resources Code §§ 21081(a)(1), (3); Guidelines §§ 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

2. Greenhouse Gas Emissions

Impact 5.6-1: The proposed project would generate greenhouse gas (GHG) emissions, either directly or indirectly, that may have a significant impact on the environment. [Threshold GHG-1]

Support for this environmental impact conclusion is fully discussed in Section 5.6, *Greenhouse Gas Emissions,* and in particular, starting on page 5.6-20 of the Draft EIR.

Operation of development accommodated by under Option 1 would generate up to 2,058 trips per day (non-passenger equivalent) consisting of 1,508 passenger vehicle trips and 550 heavy-heavy duty truck trips. Proposed project development under Option 2 would involve construction and operation of a BESS facility and 704,070 square feet of industrial space. Under Option 2, the proposed project would generate up to 418 truck trips and 1,093 passenger trips for a total of 1,511 trips per day. In addition, operation of the BESS under Option 2 would consume electricity to power its components and to charge its batteries, which would generate GHG emissions. However, as the BESS facility would store excess electricity from the grid for use at a later time, it would lower the need for electricity generated from nonrenewable sources, thereby resulting in a reduction in GHG generation from such sources. Furthermore, the BESS, along with the installation of other battery energy storage facilities, would contribute to CARB's goal for reaching 100 percent renewable energy production, thereby reducing GHG emissions from energy production.

The amount of energy derived from nonrenewable sources available on the electric grid that is used to charge the project's batteries is "too speculative for evaluation" (CEQA Guidelines, Section 15145). The same is true for any attempt to evaluate the amount of GHG emissions caused by the project's charging from nonrenewable sources available on the electric grid. Thus, any attempt to quantify indirect GHG emissions from the project would be too speculative to be of real value and thus is not required by CEQA.

Annual average construction emissions were amortized over 30 years and included in the emissions inventory to account for one-time GHG emissions from the construction phase of development accommodated by the proposed project. The proposed construction- and operation-related emissions of development accommodated by the proposed project are quantified and shown in Table 5.6-5, *Project-Related GHG Emissions (Option 1)*, and Table 5.6-6, *Project-Related GHG Emissions (Option 2),* in the Draft EIR. As demonstrated in the tables, development and operation associated with the proposed project's annual emissions would exceed the South Coast AQMD bright-line threshold of 3,000 metric tons of carbon dioxide equivalent ($MTCO_2e$) per year. Therefore, GHG emissions generated by the project would be considered to cumulatively contribute to statewide GHG emissions, and impacts are potentially significant.

Mitigation Measures

The following feasible mitigation measures are required to be implemented**:**

GHG-1 Prior to the issuance of building permits, the Project Applicant shall provide documentation to the City demonstrating that the project shall install measures listed below. Implementation of these measures shall be verified by the City prior to the issuance of final certificate of occupancy.

- All-electric energy systems.
- Enhanced window insulation (0.4 U-factor, 0.32 SHGC).
- Duct insulation (R-6).
- High efficiency HVAC (EER 15/80 percent AFUE or 8 HSPF).
- Weather-based irrigation control systems combined with drip irrigation.
- Low flow toilets, urinals, and bathroom faucets to reduce water usage.

GHG-2 Prior to issuance of an Occupancy Permit for a new tenant/business entity, the new tenant/business entity shall provide documentation to the City demonstrating the proposed project's buildings would consume 100 percent carbon-free electricity, when feasible and commercially available in accordance with Southern California Edison's approved programs in effect at the time the tenant/business entity seeks issuance of an occupancy permit. Measures to achieve 100 percent carbon-free electricity use for the proposed project's buildings may include, but are not limited to, plans for 100 percent renewable electricity.

GHG-3 Prior to issuance of an Occupancy Permit for a new tenant/business entity, the project developer/facility owner and tenant/business entity shall provide to the City of Irwindale Community Development Department a signed document (verification document) noting that the project development/facility owner has disclosed to the tenant/business entity the requirement to implement the following measures:

- A solar photovoltaic (PV) system associated with proposed project buildings. The PV system shall be designed to comply with Section 140.10, *Prescriptive Requirements for Photovoltaic and Battery Storage Systems*, of the 2022 Building Energy Efficiency Standards. For purposes of this mitigation measure, battery storage modules are not considered buildings.
- High-efficiency lights (>50 percent of fixtures) to reduce energy usage.
- All major end-user appliances (e.g., dishwashers and refrigerators) installed are Energy Star certified or of equivalent energy efficiency where applicable.
- All landscape equipment (e.g., leaf blower) used for property management shall be electric powered only. The property manager/facility owner shall provide documentation (e.g., purchase, rental, and/or services agreement)

to the Planning Department to verify, to the City's satisfaction, that all landscaping equipment utilized will be electric powered, as allowed.

- Truck check-in points shall be inside the project site to ensure no trucks are queuing on local roadway(s).
- All on-site outdoor cargo-handling equipment (including yard trucks, hostlers, yard goats, pallet jacks, forklifts, generators, pumps, and other on-site equipment) shall be electric or non-diesel fueled. All on-site indoor forklifts shall be powered by electricity.
- All truck/dock bays that serve cold storage facilities within the proposed buildings shall be electrified to facilitate plug-in capabilities and support use of electric standby and/or hybrid electric transport refrigeration units.
- Prior to the issuance of a building permit, the site plan shall include the minimum number of automobile electric vehicle charging stations in accordance with the requirements of the Tier 2 Nonresidential Voluntary Measures of CALGreen Section A5.106.5.3, Electric vehicle (EV) charging. required by the California Code of Regulations Title 24.

In addition, the project developer/facility owner has provided the following:

- Occupants/tenants shall be provided documentation on the United States Environmental Protection Agency's SmartWay program.
- Occupants/tenants shall be provided documentation on funding opportunities, such as the Carl Moyer Program, that provide incentives for using cleaner-than—required engines and equipment.

This verification document shall be signed by authorized agents for the project developer/facility owner and tenant/business entities. In addition, if applicable, the tenant/business entity shall provide documentation (e.g., purchase or rental agreement) to the City of Irwindale Community Development Department to verify, to the City's satisfaction, compliance with these measures.

GHG-4 Prior to the issuance of a building permit, the Project Applicant shall provide documentation to the City demonstrating that the project buildings' electrical room is sufficiently sized to hold additional panels that may be needed to supply power for future installation of electric charging systems for electric trucks and power transport refrigeration units (TRUs). Conduit shall be installed from the electrical room to tractor-trailer parking spaces in logical locations on-site to facilitate future electric truck charging. Conduit shall be installed between the electrical room and the loading docks to facilitate the use of electric plug-in TRUs.

GHG-5 In accordance with the City of Irwindale's Municipal Code Chapter 17.66, *Trip Reduction and Travel Demand Measures,* shall make provision for each of the

TDM measures outlined in Subsection 17.66.030(B), *Development Standards* and shall comply with the *Monitoring* requirements in Section 17.66040. The project applicant shall demonstrate compliance with each measure in a written report submitted to the city prior to the issuance of a building permit and show compliance prior to the issuance of Certificate of Occupancy. The Transportation Demand Management (TDM) Program shall include detailed strategies for reducing the use of single occupant vehicles by employees by increasing carpool/vanpool participation and transit use. Additionally, the TDM program may provide for alternative work or compressed work schedules to reduce the number of days an employee commutes to work.

GHG-6 Prior to the issuance of a building permit, the site plan shall include surface parking lots to provide parking for low-emitting, fuel-efficient, and carpool/van vehicles associated with trips to the proposed project's buildings. At minimum, the number of preferential parking spaces shall equal to the Tier 2 Nonresidential Voluntary Measures of CALGreen Section A5.106.5.1.2. In addition, the site plan shall also include automobile electric vehicle charging stations equal to the Tier 2 Nonresidential Voluntary Measures of CALGreen.

GHG-7 Prior to issuance of an occupancy permit, a new tenant/business entity shall place legible, durable, weather-proof signs at truck access gates, loading docks, and truck parking areas that identify applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum, each sign shall include: 1) instructions for truck drivers to shut off engines when not in use; 2) instructions for drivers of diesel trucks to restrict idling to no more than five minutes once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged; and 3) directional text on the sign shall read "To Truck Route" with a directional arrow, and 4) telephone numbers of the building facilities manager and CARB to report violations. The City shall conduct a site inspection to ensure that the signs are in place.

Finding:

Finding 3 – The City hereby makes Finding 3. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted. The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment and residential opportunities, make infeasible the alternatives identified in the EIR, as discussed in Section D of these Findings (Public Resources Code §§ 21081(a)(1), (3); Guidelines §§ 15091(a)(1), (3)). As described in the

Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

VI. FINDINGS REGARDING ALTERNATIVES

CEQA requires that an EIR include a discussion of reasonable project alternatives that would "feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen any significant effects of the project, and evaluate the comparative merits of the alternatives" (CEQA Guidelines § 15126.6[a]).

A. ALTERNATIVES CONSIDERED AND REJECTED DURING THE SCOPING/PROJECT PLANNING PROCESS

The following is a discussion of the alternatives considered during the scoping and planning process and the reasons why they were not selected for detailed analysis in the EIR.

1. Alternative Development Area

CEQA requires that the discussion of alternatives focus on alternatives to the project or its location that are capable of avoiding or substantially lessening any significant effects of the project. Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR (CEQA Guidelines Section 15126.6[f][2][A]). Key factors in evaluating the feasibility of potential off-site locations for EIR project alternatives include:

- If it is in the same jurisdiction.
- Whether development as proposed would require a General Plan Amendment.
- Whether the project applicant could reasonably acquire, control, or otherwise have access to the alternative site (or the site is already owned by the proponent). (CEQA Guidelines Section 15126.6[f][1])

As shown in Figure 4-3, *City of Irwindale Cumulative Projects within Two Miles of the Proposed Project*, and Figure 4-4, *Cumulative Projects within Two Miles of the Proposed Project in Surrounding Jurisdictions*, and detailed in corresponding Tables 4-1 and 4-2, in the Draft EIR, the project area is characterized by high development activity. Four (4) of the five (5) approved or pending projects within the City of Irwindale are, as with the proposed project, industrial warehousing developments. Limited opportunities for new projects remain in the City, and the applicant does not own or have options on other properties within the City of Irwindale area or surrounding area.

Moreover, the proposed project site's location is key to the applicant's project objectives. Key to their proposal is the proximate access to the Interstate 605 (I-605) and on- and off-ramps. A critical site component for Option 2 that includes the BESS facility is the site's adjacency to an existing substation.

For these reasons, an alternate project site was not evaluated as a feasible project alternative.

2. Alternative Land Use

The following alternative land uses for the project site were reviewed for their potential to reduce or eliminate the significant impacts associated with the project as proposed while attaining most of the project's basic objectives:

- **Retail.** A market analysis was conducted by The Concord Group (TCG) for potential retail and hotel use of the project site (Concord Group 2022). This report is included as Appendix N of the Draft EIR. The analysis was conducted in light of the City embarking on a General Plan update and with an objective to determine the viability of site development in accordance with the site's Regional Commercial designation. TCG arrived at the following high-level conclusions regarding the market potential of the property:

  - Large-scale, anchored format retail (regional mall, big box center, neighborhood center) is neither market nor financially feasible, due to the following factors:

    - Poor retail conditions nationally, characterized by oversupply, declining availability of anchor tenants, department store revenue decline and growth of e-commerce (see Appendix N, Exhibit II-1, of the Draft EIR).

    - Inferior visibility compared to existing stock which favors locations off I-10 and I-210, with traffic counts that are 35 percent to 50 percent higher than that along the I-605 near the project site (see Appendix N, Exhibit II-2A, of the Draft EIR).

    - The demographic character locally and associated median incomes and home values are inferior to other established retail locations in the greater market area (see Appendix N, Exhibit II-4, of the Draft EIR).

    - Two major malls are located within five-miles of the project site, while nearly all major big box anchors have a presence within a three-mile radius (Appendix N, Exhibit II-5C and& II-5D, of the Draft EIR).

  - The neighborhood location and market area retail dynamics could support the development of smaller format, convenience retail centers servicing the local workforce and drive-by traffic along I-605.

  - The immediate surrounding land uses are problematic for attracting large-scale retail tenants to this location. Large-scale asphalt operators and overhead powerlines are not attractive for potential retail and hotel users.

  This alternative was, therefore, rejected for further analysis.

- **Hotel.** Based on The Concord Group report, the location of the project site, adjacent to the I-605, is not a desired location for hotels. The market opportunity of a hotel development targeting leisure or business travel is weak in the current climate of the San Gabriel Valley. Market conditions have not recovered from the COVID-19 downturn as occupancy and average daily rates are still well below 2019 levels. The

site is not suited for leisure travel, and the surrounding land uses do not support development for business travel hotels as they are all located along the employment corridors of the I-10 and I-210. The immediate surrounding land uses are problematic for attracting hotel and large-scale retail tenants to this location. Large-scale asphalt operators and overhead powerlines are not attractive for potential retail and hotel users. There is also an oversupply of hotels within a 5-mile radius, with three (3) hotels totaling 389 rooms either completed or under construction in Monrovia and Duarte since the 2022 Concord Report. For these reasons, a hotel use was not evaluated further as a viable project alternative.

- **Office.** An all-office space alternative would not be economically viable. According to a recent report regarding the economic viability of office real estate by CBRE Group, Inc., office vacancy rates continue to rise in the Greater Los Angeles area due to companies adopting hybrid-flexible work from home schedules for their employees, low asking-lease rates, and businesses downsizing. Additionally, the Greater Los Angeles office market has posted a negative net absorption for five quarters straight (-3,272,532 square feet), meaning there is a surplus of office space in the Greater Los Angeles area, which means investing in the development of excess office space would not be economically viable. This alternative was, therefore, rejected for further analysis.

B. ALTERNATIVES SELECTED FOR FURTHER ANALYSIS

The following alternatives were determined to represent a reasonable range of alternatives with the potential to feasibly attain most of the basic objectives of the Proposed Project but avoid or substantially lessen any of the significant effects of the project. Table 7-6, *Summary of Proposed Project and Alternatives Impacts,* of the Draft EIR, identifies how each of the alternatives selected for further analysis compare to the Proposed Project. Table 7-7, *Ability of Each Alternative to Meet the Project Objectives,* of the Draft EIR, provides a summary of the ability of the alternatives to achieve the project objectives.

1. No Project/No Development Alternative

As with the proposed project, under this alternative, implementation of the Nu-Way Live Oak Reclamation Operations Plan would be fully implemented. The landfill reclamation is not part of the proposed project. As such the site would be rough graded in accordance with the Operations Plan and any remaining structures would be removed. Existing structures located in the northwest corner of the project site, however, are not within the grading plan approved for the Operations Plan (see Figure 3-5, *Rough Grading Plan and Remedial Grading Over-Excavation*, in the Draft EIR). Under the No Project/No Development plan, these structures would remain. The balance of the site would remain undeveloped and rough graded.

This alternative would result in similar impacts to 5 impact categories, reduce or eliminate impacts to 12 environmental impacts, and increase impacts to 3 categories. Impacts would

be similar for agricultural, biological, and mineral resources; population and housing; and recreation. This alternative would reduce impacts for air quality, cultural resources, energy, geology and soils, greenhouse gases, hazards, land use and planning, noise, public services, tribal cultural resources, utilities, and wildfire. The significant, unavoidable project-related impacts would be eliminated under the No Project alternative. Because the beneficial improvements under the proposed project for aesthetic, hydrology, and transportation would not occur under this alternative, the impacts to these categories would be considered greater than the proposed project. Overall, impacts under this alternative would be decreased in comparison to the proposed project.

The No Project alternative would meet none of the proposed project's objectives.

Finding:

This alternative is rejected because it would not meet any of the objectives of the proposed project and would therefore result in none of the benefits of the proposed project including the economic benefits to the City from developing a new warehouse distribution, logistics, and fulfillment center. This alternative would also increase impacts to aesthetics, hydrology and water quality, and transportation since no site improvements would be implemented. As a result, specific economic, legal, social, technological, or other considerations, including provision of employment and residential opportunities, make infeasible this project alternative for the reasons identified in the EIR. Since the site would remain vacant, the site would not provide employment or residential opportunities and would not provide revenues to support infrastructure improvements.

2. Existing General Plan Alternative

Under this alternative, the site would be developed consistent with the existing land use designation, Regional Commercial (RC). The RC land use designation encourages a mix of commercial, office professional, and light manufacturing uses along a number of high-visibility traffic corridors. Given that commercial retail and office uses have been determined not to be economically viable for this site, this alternative has been defined to focus on light manufacturing with very minimal retail square footage. The site is zoned M-2 (Heavy Manufacturing) for which the zoning ordinance describes a variety of over 100 different allowed manufacturing-type uses. The RC designation defines a floor area ratio of 2.0 to 1.0. The current zone does not have a maximum building height. The market analysis for the project site concludes that the site could support the development of smaller format, convenience retail centers serving the local workforce and drive-by traffic along I-605. Specifically, this alternative includes a total of 10,000 square feet to support a fast-food restaurant, gas station, and convenience mart, as described in the TCG report. Since a new Specific Plan use would require a General Plan Amendment, this alternative only includes one option and assumes a Floor Area Ratio (FAR) of 2.0 for the manufacturing use on approximately 49 acres resulting in (approximately 4.3 million square feet [SF] along with the 10,000 SF of retail use.

This alternative would only reduce impacts to one category in comparison to the proposed project: land use and planning. This is because the project would be consistent with the existing General Plan land use designation and would not require a General Plan amendment. This alternative would result in similar impacts to ten (10) impact categories and increased impacts to nine (9) categories. Impacts would be similar for agricultural, biological, and cultural resources; hazards; hydrology; minerals; recreation; transportation; tribal cultural resources; and wildfire. This alternative would increase impacts to aesthetics, air quality, energy, geology, greenhouse gases, noise, population and housing, public services, and utilities. As with the proposed project, impacts to air quality and greenhouse gas emissions would remain significant and unavoidable. Overall, impacts under this alternative would be increased in comparison to the proposed project.

The Existing General Plan alternative would achieve two (2) of the project objectives. It is assumed that with compliance of existing regulations and City and other agency requirements and permitting reviews, that this alternative would ensure adequately designed infrastructure and circulation systems (Objectives Nos. 3 and 4). Although this alternative could provide state-of-the-art buildings that accommodate various industrial and manufacturing uses, the existing General Plan would not allow warehousing distribution and logistics uses at this project site (Objective No. 2). Similarly, it would not permit a battery energy storage system as stipulated in Objective No. 1. And finally, although this alternative would comply with existing City land use, zoning and design guidelines, it would not provide project-specific detailed guidelines and standards for architecture, landscaping, walls, fencing, lighting, and entry treatments that are required in a specific plan (Objective No. 5).

Finding:

This alternative is rejected because it would not reduce impacts when compared to the proposed project with the exception of land use and planning since no General Plan Amendment and rezone would be required. Additionally, it would only meet two project objectives. Therefore, this alternative would not result in most of the benefits of the proposed project including the development of a warehousing and logistics center and/or a BESS and detailed design guidelines and development standards. As a result, specific economic, legal, social, technological, or other considerations, including provision of employment and residential opportunities, make infeasible this project alternative for the reasons identified in the EIR.

3. Reduced Intensity Alternative

This alternative includes the same land uses as the proposed project but assumes that the warehousing square footage is reduced sufficiently to eliminate the significant greenhouse gas emissions impact of the proposed project. It would accommodate up to 116,018 SF of warehousing plus 5,225 SF of office space (approximately 12 percent of the proposed project SF) and could be designed with a BESS use (which is assumed to be the same acreage as the proposed project) as a second option. The warehousing

square footage for the BESS option is reduced the same proportion as the Option 1 reduction (12 percent of the warehousing SF for proposed project Option 2).

This alternative would reduce impacts to nine (9) environmental impacts, result in similar impacts to nine (9) categories, and increase two (2) impacts. It would reduce impacts to air quality, cultural resources, greenhouse gas emissions, hazards, noise, public services, tribal cultural resources, and utilities. This alternative would eliminate the significant, unavoidable impact to greenhouses gases. Impacts would be similar for agricultural resources, biological resources, geology, hydrology, minerals, population and housing, recreation, transportation, and wildfire. Impacts to aesthetics and land use and planning would be greater than the proposed project. As with the proposed project, impacts to air quality would remain significant and unavoidable. Overall, impacts under this alternative would be reduced in comparison to the proposed project.

The Reduced Intensity alternative would represent a similar project as the proposed project, but with a substantial reduction in building square footage. It would offer an Option 1 scenario as well as an Option 2 scenario that could accommodate a battery energy storage system (BESS) identical to the proposed project's BESS (Objectives Nos. 1 and 2). The land uses (both warehousing and the BESS) would require a General Plan amendment, and it is assumed that a Specific Plan would be prepared. Along with City and service providers' requirements and review, the Specific Plan would ensure that infrastructure plans (water, sewer, and drainage) are adequately designed (Objective No. 3). Similarly, the Specific Plan and City/agency reviews would ensure that circulation improvements minimize potential adverse impacts in the project area (Objective No. 4). Finally, a Specific Plan would provide detailed guidelines and standards for architecture, landscaping, walls, fencing, lighting, and entry treatments that are required in a Specific Plan (Objective No. 5). Although the Reduced Intensity Alternative has the potential to meet each of the project objectives, the success of achieving these objectives would be dependent upon the economic viability of the land uses defined. There is no certainty that the limited use required to avoid a significant greenhouse gas impact would be sufficient to finance the required infrastructure and amenities outlined in a Specific Plan. Moreover, with such a limited warehousing use within the large site (52 acres under Option 1 and 37 acres under Option 2), much of the site would be vacant.

Finding:

This alternative is rejected because it would not avoid significant impacts to air quality and would increase impacts to aesthetics and land use and planning. While this alternative would meet the objectives of the proposed project, a large portion of the project site would remain vacant and the limited scale of the development could decrease the economic viability of this alternative to the extent that the improvements defined in the Specific Plan would no longer be feasible to finance. As a result, specific economic, legal, social, technological, or other considerations, including provision of higher-paying employment opportunities, make infeasible this project alternative for the reasons identified in the EIR.

4. Truck Trailer Storage Alternative

This alternative was previously considered by the project applicant. A conceptual site plan is shown as Figure 7-1, *Truck Trailer Parking Project Alternative,* in the Draft EIR. The plan included a total of 2,062 tractor trailer parking stalls and a 40,726 SF building accommodating warehousing and office space. This alternative was considered for the entire site, and an Option 2 has not been evaluated.

This alternative would reduce impacts to seven (7) environmental impacts, have similar impacts to eleven (11) categories, and increase two (2) impacts in comparison to the proposed project. It would reduce impacts to air quality, energy, geology, greenhouse gas emissions, hazards, public services, and utilities. Impacts would be similar for agricultural, biological and cultural resources; hydrology, mineral resources, noise, population and housing, recreation, transportation, tribal cultural resources, and wildfire. It would increase impacts to aesthetics and land use and planning. As with the proposed project, impacts to air quality and greenhouse gas emissions would remain significant and unavoidable. Overall, impacts under this alternative would be reduced in comparison to the proposed project.

The Truck Trailer Storage alternative would substantially reduce the overall building square footage, but would develop most of the site, much like the proposed project. This alternative would only meet two (2) out of the five (5) project objectives. Specifically, this alternative would only meet Objective Nos. 3 and 4. It would ensure that infrastructure plans for water, sewer, and drainage are adequately designed for the project area and would provide a circulation system that meets transportation requirements and minimizes potential adverse impacts. Since it is unlikely that a Specific Plan would be prepared for this use, it would not provide guidelines and standards for architecture, landscaping, walls, fencing, lighting, and entry treatments that are compatible with the design and architecture of the surrounding uses (Objective No. 5). A comprehensive master plan for the re-use of a reclaimed sand and gravel quarry including the development of a utility scale battery energy storage would not be a part of this alternative (Objective No. 1). Lastly, as the warehousing square footage is limited to one 40,726 SF building (which includes 4,000 SF office), it would not provide state-of-the-art buildings that can accommodate various industrial and manufacturing uses, including warehouse distribution, logistics, and fulfillment centers with proximate access to Interstate 605 on- and off-ramps (Objective No. 2).

Finding:

This alternative is rejected because it would not reduce significant and unavoidable impacts to air quality and greenhouse gases and would increase impacts to aesthetics and land use and planning. Furthermore, this alternative would only meet two (2) out of the five (5) project objectives, therefore lacking a Specific Plan with guidelines and standards to develop the site, an option for BESS development, and the development of state-of-the-art buildings for industrial and manufacturing uses. As a result, specific

economic, legal, social, technological, or other considerations, including provision of employment opportunities, make infeasible this project alternative for the reasons identified in the EIR.

C. ENVIRONMENTALLY SUPERIOR ALTERNATIVE

CEQA requires a lead agency to identify the "environmentally superior alternative," and in cases where the "No Project" Alternative is environmentally superior to the proposed project, the environmentally superior development alternative must be identified. In this case, the No Project alternative would be considered the environmentally superior alternative. As summarized in Table 7-6, *Summary of Project and Alternative Impacts*, in the Draft EIR, the No Project alternative would reduce 12 impacts and eliminate both of the significant, unavoidable impacts of the proposed project (air quality and greenhouse gases). The Reduced Intensity alternative is identified as "environmentally superior" to the proposed project. This alternative reduces nine (9) of the impacts of the proposed project and only increases two (2) impacts (aesthetics and land use and planning). It eliminates the significant greenhouse gas impact of the proposed project.

VII. STATEMENT OF OVERRIDING CONSIDERATIONS

A. INTRODUCTION

The City of Irwindale is the Lead Agency under CEQA for preparation, review and certification of the EIR for the proposed project. As the Lead Agency, the City is also responsible for determining the potential environmental impacts of the proposed action and which of those impacts are significant, and which can be mitigated through imposition of mitigation measures to avoid or minimize those impacts to a level of less than significant. CEQA then requires the Lead Agency to balance the benefits of a proposed action against its significant unavoidable adverse environmental impacts in determining whether or not to approve the proposed project. In making this determination the City is guided by CEQA Guidelines Section 15093, Statement of Overriding Considerations, which states:

> a. CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."
>
> b. When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.
>
> c. If an agency makes a Statement of Overriding Considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

In addition, Public Resources Code Section 21081(b) requires that where a public agency finds that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in an EIR and thereby leave significant unavoidable effects, the public agency must also find that overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects of the project.

Pursuant to Public Resources Code Section 21081(b) and the State CEQA Guidelines Section 15093, the City has balanced the benefits of the proposed project against the unavoidable adverse impacts associated with the project and has adopted all feasible mitigation measures with respect to these impacts. The City also has examined alternatives to the proposed project, none of which both meets the project objectives and is environmentally preferable to the proposed project, for the reasons discussed in the Findings and Facts in Support of Findings.

The City of Irwindale, as the Lead Agency for this project, and having reviewed the EIR for the proposed project, and reviewed all written materials within the City's public record and heard all oral testimony presented at public hearings, adopts this Statement of Overriding Considerations, which has balanced the benefits of the project against its significant unavoidable adverse environmental impacts in reaching its decision to approve the project.

B. PROJECT BENEFITS IN SUPPORT OF THE STATEMENT OF OVERRIDING CONSIDERATIONS

The City, after balancing the specific economic, legal, social, technological, and other benefits of the project, has determined that the unavoidable adverse environmental impacts identified above may be considered acceptable due to the following specific considerations, which outweigh the unavoidable, adverse environmental impacts of the project, and each of which, standing alone, is sufficient to support approval of the project, in accordance with CEQA Section 21081(b) and CEQA Guidelines Section 15093. The specific economic, legal, social, technological, or other benefits of the project are as follows:

1. **Implements the Objectives Established for the Proposed Project**

   The proposed project is a Specific Plan that provides guidelines and standards for the development of the project site as an industrial and manufacturing hub, including plans that specifically address utility infrastructure requirements and circulation within and around the site. The Specific Plan also addresses the re-use of the project site for both the industrial/manufacturing uses in addition to BESS. Therefore, the proposed project would implement each objectives of the proposed project, as listed in Section II.D, *Statement of Project Objectives*.

2. **Develops a Currently Under-Utilized Brownfield Site**

   The project site has formerly hosted a quarry, the Nu-Way Live Oak Inert Landfill, and a street-sweeping business, but since the closing of operations for each of these uses, undergone remedial grading and largely remained vacant. The proposed Specific Plan envisions the long-term development of the project site as hub for industrial businesses to thrive and encourage further economic investment in the City of Irwindale. The proposed uses would maximize the location the project site which is

proximate to the on- and off-ramps of Interstate 605, thereby allowing easy access for heavy-duty trucks to a major transport route, by-passing local streets. The contemporary design for the industrial and business park uses would also enhance the visual quality of the currently vacant site. Due to the former and surrounding uses of the site, its development with industrial, manufacturing, and potentially BESS uses are consistent with other land uses and the visual character of the area. This would also assist the City in the concentrating non-residential uses away from residential uses in the City. These two (2) land uses can often be incompatible due to the operational characteristics of non-residential uses, which by their nature, can result in traffic congestion, air emissions, and industrial light and noise. Overall, the Specific Plan provides an opportunity to develop an underutilized site with uses that are both are appropriate for the site and that would increase the economic output of the City.

3. **Provides Consistency with the General Plan**

   As described in Section 3.1 of the Specific Plan, the proposed project provides a framework for the development of the project site that is consistent with the City's General Plan goals. For example, the Specific Plan serves as a plan to transition a former quarry site into a productive and beneficial use for the City, consistent with Policy CDE 2 in the Community Development Element. The Specific Plan would also implement a comprehensive plan for the site that is consistent with its designation, per Policies CDE 3 and 5. The Specific Plan also provides high quality design, a plan for property maintenance, and entry treatments, consistent with Policies CDE 12, 14, and 15, respectively. The Specific Plan also outlines its consistency with Policies in the Infrastructure Element, Resource Management Element, and Public Safety Element.

4. **Creates Jobs, Provides Economic Benefits, and Meets Demands for Industrial Space**

   The Specific Plan allows for up to 997,796 square feet of industrial and business park uses on a former quarry site. Revenue benefits to the City of Irwindale may include but not be limited to increased property tax revenue and point-of-sale tax revenue. In addition, the Specific Plan will allow for development of uses leading to creation of jobs that can be filled by residents of the City and surrounding communities. The analysis in the Draft EIR assumes that up to 580 long-term new jobs would be created by the proposed project.

   The proposed project would provide much-needed flexible industrial space to fulfill the needs of the growing industrial sector. The greater Southern California region is expected to continue to see strong demand for industrial facilities driven by the needs of retail and e-commerce users for facilities with modern amenities to maximize distribution efficiency, as well by as the scarcity of available facilities and land to develop such facilities in the more expensive and constrained Los Angeles, Orange County, San Bernardino and Riverside area industrial markets. Both options under the Specific Plan envision industrial/manufacturing uses, with the design focusing on the

expectation that some of the proposed space would be used for warehousing, logistics, and fulfillment uses. The Specific Plan would result in the benefit of supporting the goods movement industry in decreasing lead times for delivery of consumer products and increasing the local supply of goods for regional consumers.

5. **Provides Enhanced Utility Infrastructure for the Project Site**

   The proposed project would construct utility improvements throughout the project site to accommodate the proposed development. This includes the construction of water lines that would connect to the existing 12-inch main line on Live Oak Lane, a new 6-inch force main sewer line that would drain south and east on Live Oak Avenue to the existing 10-inch sewer line on Live Oak Avenue and Rivergrade Road, and a new 24-inch gravity storm drain that connects to the existing storm drain on Live Oak Avenue. Dry utilities, including electricity and natural gas service, would also be installed.

6. **Improves the Circulation System of the Project Site and Surrounding Area**

   The proposed circulation system under the proposed project is described in detail within Chapter 3, *Project Description*, of the Draft EIR and in the proposed Specific Plan. In addition to internal drive aisles and a sidewalk network within the project site, the proposed project would include off-site improvements that while also accommodating the uses of the proposed project, would provide benefits to other users of the City's circulation system in the project area. Such improvements include:

   - A 750 feet of a five-foot-wide, meandering public sidewalk and minimum 20-foot-wide landscaped parkway on the north side of the portion of Live Oak Avenue that abuts the project site.
   - Expansion of Live Oak Lane to improve it to the City's standard of 60 feet.
   - Construction of minimum five-foot-wide sidewalks along both sides of Live Oak Lane and ten-foot-wide landscaped setbacks along the portion of Live Oak Lane that abuts the project site.
   - Installation of a new traffic signal at the Live Oak Lane and Live Oak Avenue intersection.
   - Installation of five (5) new public streetlights along the north side of Live Oak Lane abutting the project site and eight (8) new public streetlights along the east side of Live Oak Lane abutting the project site.
   - Construction of a meandering sidewalk and parkway along the south side of Arrow Highway.
   - Modification of the public sidewalk and landscaping along the north side of the portion of Live Oak Avenue that abuts the project site to accommodate

a Class IV trail consistent with the City of Irwindale Active Transportation Plan to create a portion of the connection to the Class IV San Gabriel River Trail.

7. **Improves the Aesthetic Character of the Project Site**

The proposed Specific Plan includes development standards and design guidelines that direct the design of the proposed project within specific parameters. These standards and guidelines include a variety of features that aim to increase the visual appeal of the development. This includes requirements to screen the BESS equipment through walls or landscaping when in proximity to the surrounding streets and using screening materials compatible with the design and architecture of the building. The Specific Plan encourages diverse building designs while promoting consistency among all buildings to maintain visual cohesiveness. It also has standards for the design of building façades that face view corridors of the surrounding streets that would offer an inviting design to passing pedestrians and motorists. The project site would also be fully landscaped as shown in Figures 3-12, *Preliminary Landscape Plan for Option 1*, and 3-13, *Preliminary Landscape Plan for Option 2*, of the Draft EIR. The proposed project's landscaping and green-space plan is thus focused on ornamental landscaping. Entry treatments at the project site's prominent intersections would include monument signage, water features, flowering accent and palm trees, groundcover, and shrub masses.

C. CONCLUSION

The City Council of Irwindale has balanced the project's benefits against the significant unavoidable impacts. The City Council finds that the proposed project's benefits, outweigh the proposed project's significant unavoidable impacts, and these impacts, therefore, are considered acceptable in the light of the proposed project's benefits. The City Council finds that each of the benefits described above is an overriding consideration, independent of the other benefits, that warrants approval of the proposed project notwithstanding the proposed project's significant unavoidable impacts.

EXHIBIT “C”

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

https://www.irwindaleca.gov/DocumentCenter/View/9605

October 2024 | Mitigation Monitoring and Reporting Program
State Clearinghouse No. 2023020290

IRWINDALE GATEWAY SPECIFIC PLAN MITIGATION MONITORING AND REPORTING PROGRAM

City of Irwindale

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PLACEWORKS

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1. Introduction

1.1 PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) has been developed to provide a vehicle by which to monitor mitigation measures and conditions of approval outlined in the Irwindale Gateway Specific Plan Draft Environmental Impact Report (Draft EIR), State Clearinghouse No. 2023020290. The MMRP has been prepared in conformance with Section 21081.6 of the Public Resources Code and City of Irwindale Monitoring Requirements. Section 21081.6 states:

> (a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:
>
> (1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.
>
> (2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

The State CEQA Guidelines Section 15097 provides clarification of mitigation monitoring and reporting requirements and guidance to local lead agencies on implementing strategies. The reporting or monitoring program must be designed to ensure compliance during project implementation. The City of Irwindale is the lead agency for the proposed project and is therefore responsible for implementing the MMRP. The MMRP has been drafted to meet the requirements of Public Resources Code Section 21081.6 as a fully enforceable monitoring program.

The MMRP consists of the mitigation program and the measures to implement and monitor the mitigation program. The MMRP defines the following for the mitigation measure outlined in Table 1, *Mitigation Monitoring Requirements*:

- **Definition of Mitigation.** The mitigation measure contains the criteria for mitigation, either in the form of adherence to certain adopted regulations or identification of the steps to be taken in mitigation.

- **Responsible Party or Designated Representative.** Unless otherwise indicated, the project applicant is the responsible party for implementing the mitigation, and the City of Irwindale or a designated representative is responsible for monitoring the performance and implementation of the mitigation measures. To guarantee that the mitigation measure will not be inadvertently overlooked, a supervising public official acting as the Designated Representative is the official who grants the permit or authorization called for in the performance. Where more than one official is identified, permits or authorization from all officials shall be required.

- **Time Frame.** In each case, a time frame is provided for performance of the mitigation measure or review of evidence that mitigation has taken place. The performance points selected are designed to ensure that impact-related components of project implementation do not proceed without establishing that the mitigation is implemented or ensured. All activities are subject to the approval of all required permits from local, state, and federal agencies with permitting authority over the specific activity.

The numbering system in Table 1 corresponds with the numbering system used in the Draft EIR. The last column of the MMRP table will be used by the parties responsible for documenting when implementation of the mitigation measure has been completed. The ongoing documentation and monitoring of mitigation compliance will be completed by the City of Irwindale. The completed MMRP and supplemental documents will be kept on file at the City of Irwindale Community Development Department.

1.2 PROJECT LOCATION

The Irwindale Gateway Specific Plan (Specific Plan) site is at 13620 Live Oak Lane in the central portion of the City of Irwindale in Los Angeles County. The project site is bordered by Interstate 605 (I-605) to the west, Live Oak Lane to the north and east, and Live Oak Avenue to the south. The Assessor's Parcel Numbers (APNs) for the project site are 8532-002-046 and 8532-002-047. There is also a 9.61-acre Southern California Edison (SCE) easement on the project site. The project site encompasses a former sand and gravel quarry, the NuWay Live Oak Inert Landfill (NuWay Landfill), and a former street-cleaning business. A majority of the project site is currently undergoing an active reclamation. The Nu-Way Live Oak Reclamation Operations Plan was approved by the Regional Water Quality Control Board in 2022 and is to be completed prior to implementation of the Specific Plan. The rough graded site per the Operations Plan serves as the baseline conditions for implementation of the Specific Plan.

The site does not include the industrial uses (APNs 8532-002-036, 8532-002-040, and 8532-002-043) that are between the northeast part of the project site and Live Oak Lane, nor does the site boundary include the parcel owned by the Valley County Water District (APN 8532-002-904) at the southeastern corner of the project site.

1.3 PROJECT SUMMARY

The Specific Plan outlines two options for the development of the project site. A land use comparison is shown in Table 1-1, *Proposed Land Use, Option 1 and Option 2*. One of these two options would be the end use for the project site after reclaiming the property. The project would also include the dedication of Live Oak Lane along the proposed project's frontage to improve the street to the City's standard of 60 feet; installation of a new

traffic signal at the Live Oak Lane/Live Oak Avenue intersection; 2,100 feet of new public water main; and 750 feet of new public sidewalk.

Table 1-1 Proposed Land Use, Option 1 and Option 2

Development Option	Land Use	Acres	Permitted Building/Structure Use	Square Feet/Other Details
Option 1	Industrial/Business Park	52.65 ac	General light industrial, manufacturing, warehouse/distribution, e-commerce fulfillment center	• Up to 1,000,000 sf of building space • Conceptual plan: 954,796 sf of warehouse space and 43,000 sf of office space
Option 2	Industrial/Business Park	36.71 ac	General light industrial, manufacturing, warehouse/distribution, e-commerce fulfillment center	• Up to 705,000 sf of building space • Conceptual plan: 668,070 sf of warehouse space and 36,000 sf of office space
	Battery Energy Storage System (BESS)	15.94 ac	Electric energy storage, transmission, and AC/DC and voltage conversion	• Battery/Inverter/medium voltage transformer array area: Appx. 353,000 sf • Roads and parking: Appx. 91,000 sf • Collector Substation: Appx. 87,000 sf • Aux. Transformer Pads: Appx. 2,000 sf

1.3.1 Option 1

Option 1 would include a 52.65-acre parcel developed as an industrial logistics and distribution center with three buildings and associated parking and loading docks. The remaining 13.99 acres of the site would be used for public rights-of-way and the SCE easement that runs from north to south along the western portion of the site. The three buildings would allow a maximum of 997,796 square feet of building space—954,796 square feet of warehouse space and 43,000 square feet of office space (see Table 1-2, *Building Square Footage, Option 1*). Trailer, truck, and/or car parking would be included throughout the project site.

Table 1-2 Building Square Footage, Option 1

	Building Square Feet		
Buildings	Warehouse	Office	Total
Building 1	222,910	10,000	232,910
Building 2	660,776	30,000	690,776
Building 3	71,110	3,000	74,110
Total	**954,796**	**43,000**	**997,796**

Option 2

Option 2 would include a 36.71-acre parcel developed as an industrial logistics and distribution center with two warehousing/office buildings and a 15.94-acre parcel for the 400-megawatt BESS (electric energy storage, transmission and AC/DC and voltage conversion). The two buildings would allow a maximum of 704,070 square feet—668,070 square feet of warehouse space and 36,000 square feet of office space (see Table 1-3, *Building Square Footage, Option 2*). The preliminary design for the BESS has 353,000 square feet of battery arrays, within which battery enclosures, inverter enclosures, and medium voltage transformers would be arranged. The BESS would be served by an undergrounded electrical tie-line unless applicable agencies (Southern California Edison or California Independent System Operator (CALISO)) require an overhead line. If required, an overhead electric tie-line consisting of three 220-kilovolt conductor cables below an optical ground wire that serves dual purposes of grounding and fiber optic communications. An overhead line would be subject to a Zone Variance application per IMC Chapter 17.32.

Table 1-3 Building Square Footage, Option 2

Buildings	Building Square Feet		
	Warehouse	Office	Total
Building 1	599,960	30,000	626,960
Building 2	71,110	6,000	77,110
Total	668,070	36,000	704,070

2. Mitigation Monitoring and Reporting Requirements

Project-specific mitigation measures have been categorized in matrix format, as shown in Table 1. The matrix identifies the environmental factor, specific mitigation measures, schedule, and responsible monitor. The mitigation matrix will serve as the basis for scheduling the implementation of, and compliance with, all mitigation measures.

2. Mitigation Monitoring and Reporting Requirements

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Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
AIR QUALITY					
AQ-1	The construction contractor shall specify in the construction bid that the construction contractor(s) shall only use interior and exterior paints with a low VOC (volatile organic compound) content with a maximum concentration of 0 grams per liter (g/L) for building architectural coating during construction and for future coating to reduce VOC emissions. All building and site plans shall note use of paints with a maximum VOC concentration of 0 g/L. Prior to construction, the construction contractor(s) shall ensure that all construction plans submitted to the City of Irwindale Building and Safety Department and the Community Development Department clearly show this requirement.	Future Project Applicants, Construction Contractor	Prior to construction	City of Irwindale Building and Safety Department City of Irwindale Community Development Department	
AQ-2	Prior to future discretionary approval, if it is determined that a project has the potential to emit nuisance odors beyond the property line, an odor management plan shall be prepared by the project applicant, subject to review and approval by the City of Irwindale Community Development Department. Facilities that have the potential to generate nuisance odors include but are not limited to: • Wastewater treatment plants • Composting, green waste, or recycling facilities • Fiberglass manufacturing facilities • Painting/coating operations • Large-capacity coffee roasters • Food-processing facilities The odor management plan shall show compliance with the South Coast Air Quality Management District's Rule 402 for nuisance odors. The odor management plan shall identify the best available control technologies for toxics (T-BACTs) that will be utilized to reduce potential odors to acceptable levels,	Future Project Applicants	Prior to issuance of an Occupancy Permit for a new tenant/business entity	City of Irwindale Community Development Department City of Irwindale Code Enforcement Division	

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	including appropriate enforcement mechanisms. T-BACTs may include, but are not limited to scrubbers (i.e., air pollution control devices) at the industrial facility. T-BACTs identified in the odor management plan shall be identified as mitigation measures in the environmental document and/or incorporated into the site plan.				
CULTURAL RESOURCES					
CUL-1	Prior to the issuance of any permits allowing ground-disturbing activities, the project proponent/operator shall retain a Qualified Archaeologist, defined as an archaeologist meeting the Secretary of the Interior's Standards for professional archaeology (U.S. Department of the Interior, 2011), to carry out all mitigation measures related to archaeological resources. The contact information for this Qualified Archaeologist shall be provided to the City of Irwindale Planning Department prior to the commencement of any construction activities on-site.	Future Project Applicant's Qualified Archaeologist	Prior to grading permits	City of Irwindale Community Development Department	
CUL-2	In the event that unanticipated cultural resources are encountered during any phase of project construction, all construction work within 50 feet of the find shall cease, and the Qualified Archaeologist and designated Native American representative, as defined in Mitigation Measure TCR-2, shall assess the find for importance. Construction activities may continue in other areas. If the discovery is determined to not be significant by the Qualified Archaeologist and designated Native American representative, work will be permitted to continue in the area. If a find is determined to be important by the Qualified Archaeologist and designated Native American representative, he or she shall immediately notify the City. The City shall consult on a finding of eligibility and implement appropriate treatment measures if the find is determined to be eligible for inclusion in the California Register of Historical	Future Project Applicant's Qualified Archaeologist/Native American Representative	During construction	City of Irwindale Community Development Department	

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	Resources (CRHR). Work may not resume within the no-work radius until the lead agency, through consultation as appropriate, determines that the site either: (1) is not eligible for the CRHR; or (2) treatment measures have been completed to its satisfaction.				
GREENHOUSE GAS EMISSIONS					
GHG-1	Prior to the issuance of building permits, the Project Applicant shall provide documentation to the City demonstrating that the project shall install measures listed below. Implementation of these measures shall be verified by the City prior to the issuance of final Certificate of Occupancy. • All-electric energy systems. • Enhanced window insulation (0.4 U-factor, 0.32 SHGC). • Duct insulation (R-6). • High efficiency HVAC (EER 15/80 percent AFUE or 8 HSPF). • Weather-based irrigation control systems combined with drip irrigation. • Low flow toilets, urinals, and bathroom faucets to reduce water usage.	Future Project Applicants	Prior to the issuance of building permits (documentation provisions) and prior to final Certificate of Occupancy (verification)	City of Irwindale Building and Safety Department City of Irwindale Community Development Department	
GHG-2	Prior to issuance of an Occupancy Permit for a new tenant/business entity, the new tenant/business entity shall provide documentation to the City demonstrating enrollment in a 100 percent carbon-free electricity energy plan such as Southern California Edison's Green Rate program. If a 100 percent carbon-free electricity plan is not available, the responsible party shall enroll in an energy plan with the next highest carbon-free electricity until a 100 percent carbon-free electricity energy plan becomes available. Measures to achieve 100 percent carbon-free electricity use for the	Tenants/Business Entities	Prior to issuance of an Occupancy Permit	City of Irwindale Building and Safety Department	

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	proposed project's building may include but are not limited to 100 percent renewable electricity. If such caron-free electricity energy plans are waitlisted, the responsible party shall sign up on the waiting list until such time a plan is available.				
GHG-3	Prior to issuance of an Occupancy Permit for a new tenant/business entity, the project developer/facility owner and tenant/business entity shall provide to the City of Irwindale Community Development Department a signed document (verification document) noting that the project development/facility owner has disclosed to the tenant/business entity the requirement to implement the following measures. With the exception of the landscape equipment requirement (4th bullet), this measure shall not apply to the BESS: • A solar photovoltaic (PV) system associated with proposed project buildings. The PV system shall be designed to comply with Section 140.10, *Prescriptive Requirements for Photovoltaic and Battery Storage Systems*, of the 2022 Building Energy Efficiency Standards. For purposes of this mitigation measure, battery storage modules are not considered buildings. • High-efficiency lights (>50 percent of fixtures) to reduce energy usage. • All major end-user appliances (e.g., dishwashers and refrigerators) installed are Energy Star certified or of equivalent energy efficiency where applicable. • All landscape equipment (e.g., leaf blower) used for property management shall be electric powered only. The property manager/facility owner shall provide documentation (e.g., purchase, rental, and/or services agreement) to the Planning Department to verify, to the City's satisfaction, that	Project Developer/Facility Owners & Tenant/Business Entities	Prior to issuance of an Occupancy Permit for a new tenant/business entity	City of Irwindale Building and Safety Department City of Irwindale Community Development Department	

Table 2-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
all landscaping equipment utilized will be electric powered, as allowed. • Truck check-in points shall be inside the project site to ensure no trucks are queuing on local roadway(s). • All on-site outdoor cargo-handling equipment (including yard trucks, hostlers, yard goats, pallet jacks, forklifts, generators, pumps, and other on-site equipment) shall be electric or non-diesel fueled. All on-site indoor forklifts shall be powered by electricity. • All truck/dock bays that serve cold storage facilities within the proposed buildings shall be electrified to facilitate plug-in capabilities and support use of electric standby and/or hybrid electric transport refrigeration units. • Prior to the issuance of a building permit, the site plan shall include the minimum number of automobile electric vehicle charging stations in accordance with the requirements of the Tier 2 Nonresidential Voluntary Measures of CALGreen Section A5.106.5.3, Electric vehicle (EV) charging. required by the California Code of Regulations Title 24. In addition, the project developer/facility owner has provided the following: • Occupants/tenants shall be provided documentation on the United States Environmental Protection Agency's SmartWay program. • Occupants/tenants shall be provided documentation on funding opportunities, such as the Carl Moyer Program, that provide incentives for using cleaner-than—required engines and equipment. This verification document shall be signed by authorized agents for the project developer/facility owner and tenant/business entities. In addition, if applicable, the tenant/business entity shall provide documentation (e.g.,				

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	purchase or rental agreement) to the City of Irwindale Community Development Department to verify, to the City's satisfaction, compliance with these measures.				
GHG-4	Prior to the issuance of a building permit, the Project Applicant shall provide documentation to the City demonstrating that the project buildings' electrical room is sufficiently sized to hold additional panels that may be needed to supply power for future installation of electric charging systems for electric trucks and power transport refrigeration units (TRUs). Conduit shall be installed from the electrical room to tractor-trailer parking spaces in logical locations on-site to facilitate future electric truck charging. Conduit shall be installed between the electrical room and the loading docks to facilitate the use of electric plug-in TRUs. This mitigation measure shall not apply to the BESS.	Future Project Applicants	Prior to issuance of building permits	City of Irwindale Building and Safety Department	
GHG-5	In accordance with the City of Irwindale's Municipal Code Chapter 17.66, *Trip Reduction and Travel Demand Measures,* the project shall make provision for each of the TDM measures outlined in Subsection 17.66.030(B), *Development Standards* and shall comply with the *Monitoring* requirements in Section 17.66.040. The project applicant shall demonstrate compliance with each measure in a written report submitted to the city prior to the issuance of a building permit and show compliance prior to the issuance of Certificate of Occupancy. The Transportation Demand Management (TDM) Program shall include detailed strategies for reducing the use of single occupant vehicles by employees by increasing carpool/vanpool participation and transit use. Additionally, the TDM program may provide for alternative work or compressed work schedules to reduce the number of days an employee commutes to work. This mitigation measure shall not apply to the BESS.	Project Applicant/Tenant/Business Entities	Prior to issuance of building permits (submit written report) and prior to Certificate of Occupancy (verify compliance)	City of Irwindale Community Development Department City of Irwindale Public Works/Engineering Department	

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
GHG-6	Prior to the issuance of a building permit, the site plan shall include surface parking lots to provide parking for low-emitting, fuel-efficient, and carpool/van vehicles associated with trips to the proposed project's buildings. At minimum, the number of preferential parking spaces shall equal to the Tier 2 Nonresidential Voluntary Measures of CALGreen Section A5.106.5.1.2. In addition, the site plan shall also include automobile electric vehicle charging stations equal to the Tier 2 Nonresidential Voluntary Measures of CALGreen. This measure shall not apply to the BESS.	Future Project Applicants	Prior to issuance of building permits	City of Irwindale Building and Safety Department	
GHG-7	Prior to issuance of an Occupancy Permit, a new tenant/business entity shall place legible, durable, weather-proof signs at truck access gates, loading docks, and truck parking areas that identify applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum, each sign shall include: 1) instructions for truck drivers to shut off engines when not in use; 2) instructions for drivers of diesel trucks to restrict idling to no more than three minutes once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged; and 3) directional text on the sign shall read "To Truck Route" with a directional arrow, and 4) telephone numbers of the building facilities manager and CARB to report violations. The City shall conduct a site inspection to ensure that the signs are in place. This measure shall not apply to the BESS.	Tenant/Business Entities	Prior to issuance of Occupancy Permits	City of Irwindale Community Development Department	
TRANSPORTATION					
T-1	The Applicant shall coordinate with Foothill Transit and the City of Irwindale to install a bus stop at Live Oak Avenue and Live Oak Lane for the Foothill Transit Line 492. The design and installation of the bus stop shall be coordinated with Foothill Transit and shall be paid for by the project applicant. The bus stop shall be constructed prior to the issuance of a	Future Project Applicants	Prior to issuance of Certificate of Occupancy for the first development at the project site	City of Irwindale Public Works/Engineering Department	

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	Certificate of Occupancy for the first development project on the project site.				
T-2	The Applicant shall modify the public sidewalk and landscaping along the north side of the portion of Live Oak Avenue that abuts the project site to include accommodation of a Class IV trail consistent with the City of Irwindale Active Transportation Plan to create a portion of the connection to the San Gabriel River Trail. Prior to the issuance of grading plans, the Applicant shall submit the required improvement plans for the Class IV trail to the City of Irwindale's Public Works Department for review and approval.	Future Project Applicants	Prior to the Issuance of grading permits	City of Irwindale Community Development Department City of Irwindale Public Works/Engineering Department	
TRIBAL CULTURAL RESOURCES					
TCR-1	The project applicant shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any ground-disturbing activity for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). Ground-disturbing activity shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. The monitor shall complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-	Future Project Applicants/Native American Monitor	Prior to ground-disturbing activities/during construction	City of Irwindale Building and Safety Department City of Irwindale Community Development Department	

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered Tribal Cultural Resources (TCRs), including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs shall be provided to the project applicant/lead agency upon written request to the Tribe. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.				
TCR-2	Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh shall recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.	Future Project Applicants, Construction Contractors, & Kizh monitor and/or Kizh archaeologist.	During construction upon discovery of TCRs	City of Irwindale Building and Safety Department City of Irwindale Community Development Department	

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
TCR-3	Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.	Future Project Applicants	During construction	City of Irwindale Building and Safety Department City of Irwindale Community Development Department	

ATTACHMENT "C"

RESOLUTION NO. 2025-02-3590

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE COMMUNITY DEVELOPMENT ELEMENT AND LAND USE PLAN MAP OF THE CITY'S GENERAL PLAN (GPA NO. 02-2022) FROM REGIONAL COMMERCIAL TO SPECIFIC PLAN FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-047) AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i) Jeff Dritley, on behalf of KP Irwindale Owner, LLC 1875 Century Park East, Suite 380, Los Angeles, CA 90067, the Applicant, has made the following request: 1) General Plan Amendment (GPA) No. 02-2022 to change the Land Use Designation from Regional Commercial to Specific Plan for property located at 13620 Live Oak Lane – APNs: 8532-002-046 and 8532-002-047 ("Property"). (This GPA is being processed concurrently with FEIR State Clearinghouse No. 2023020290, ZOA No. 02-2023, ZC No. 02-2022 and TPM No. 83854); and

(ii) The proposed Irwindale Gateway Specific Plan, provides for the planned use and long-term development of the Property over the next several years; and

(iii) The Planning Commission, in connection with the implementing actions necessary for the adoption of the Specific Plan, has considered proposed General Plan Amendment No. 02-2022, an amendment to the Community Development Element and Land Use Plan Map from Regional Commercial to Irwindale Gateway Specific Plan Land Use Designation; and

(iv) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has prepared an Environmental Impact Report ("EIR"). The EIR was circulated for public review for 45 days from May 13, 2024 through June 27, 2024. A copy of the EIR was circulated through the State Clearinghouse (SCH# 2023020290), posted on the City's website, and was available at the Irwindale Public Library, City Clerk's Office, and Community Development Department. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-; and

(v) The public review period for the Draft EIR ended on June 27, 2024; and

(vi) A Final Environmental Impact Report (SCH# 2023020290) was prepared for the proposed project, including the Draft EIR, comments received on the Draft EIR and responses to those comments, and revisions and corrections to the Draft EIR made in response to comments received; and

(vii) On October 28, 2024, the Irwindale Planning Commission continued the hearing on this item to a date certain (November 26, 2024); and

(viii) The Special Planning Commission meeting of November 26, 2024 was later rescheduled to November 14, 2024, and

(ix) Revised notices of public hearing were published, posted, and mailed in accordance with the laws, including CEQA, Government Code, and policies of the City of Irwindale; and

(x) On November 14, 2024, the Planning Commission conducted a duly noticed Special public hearing on the Irwindale Gateway Specific Plan and corresponding General Plan Amendment No. 02-2022, at which time, the Planning Commission opened the public hearing, took testimony on the Application, at which time they received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, discussed the Proposed Project; and closed the public hearing; and

(xi) On December 16, 2024, notice of a public hearing before the City Council on the proposed project adoption, was given in accordance with applicable law; and

(xii) On January 8, 2025, the City Council continued the hearing on this item to a date certain (January 22, 2025); and

(xiii) On January 22, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the proposed Application at which time oral and documentary evidence was introduced along with the written recommendation of the City of Irwindale City Council, received public testimony, and directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to remove all references to Battery Energy Storage Systems (BESS), and put on the February 26, 2025 Consent Calendar; and

(xiv) On February 26, 2025, the City Council directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to restore all references to Battery Energy Storage Systems (BESS), and put on the March 12, 2025 Consent Calendar; and

(xv) On March 12, 2025, the City Council adopted the revised Resolutions, Ordinances and Specific Plan document; and

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

B. RESOLUTION.

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

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

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to this Application, including written staff reports and verbal testimony, and evidence in the City's record for the project, this City Council hereby specifically finds as follows:

   a. The Property was previously contemplated in the City's General Plan as a landfill in the stage of reclamation. The Nu-Way Live Oak Reclamation Operations Plan is currently active and expected to be completed in approximately 2026. Upon completion of reclamation, the property will be graded to match the adjacent grade. The final reclaimed and rough graded site, consistent with the previous General Plan designation, serves as the baseline for the Irwindale Gateway Specific Plan.

      The proposed change in land use designation from Regional Commercial to Irwindale Gateway Specific Plan is intended to encourage the highest and best use for the subject property to guide the development of a former landfill and sand and gravel quarry into a productive site based on its unique characteristics and will be in the best interests and welfare of the City and its residents. Therefore, the proposed General Plan Amendment is consistent with Section California Government Code Section 65358(a) (Amendments), "If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan."

   b. The proposed General Plan Amendment is internally consistent with all other provisions of the General Plan. The Community Development Element of the General Plan promotes several policies that support the adoption of the Specific Plan and associated entitlements. Community Development Element Policy 1 strives to preserve the overall mix of land uses and development in the community. Community Development Element Policy 3 seeks to ensure that the type, location, and intensity of all new development and intensified developments adhere to the requirements specified in its particular land use category. Community Development Element Policy 5 promotes the comprehensive development consistent with the General Plan as opposed to piecemeal and incremental planning. If adopted, the proposed General Plan Amendment would implement the

proposed Irwindale Gateway Specific Plan, which implements policies set forth in the General Plan, to provide direction for the long-term development of the Irwindale Gateway Specific Plan, addresses sustainable practices, and promotes compatibility with surrounding areas.

c. The proposed General Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The purpose of the proposed General Plan Amendment is to implement the Specific Plan, which provides a comprehensive framework for the long-term development of the Irwindale Gateway Specific Plan and provides clarity in processes and in the coordination between the Applicant and the City of Irwindale. If adopted, the proposed Specific Plan would define permitted uses, regulate the sizes and locations of buildings, specify design guidelines and development standards, address mobility and connectivity issues, identify project infrastructure and services, and provide administrative and implementation language for the entire 66.64-acre property.

d. The affected properties are physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. Irwindale Gateway Specific Plan and adjacent environs were studied for physical suitability as part of the preparation for the Specific Plan and associated Final Environmental Impact Report.

3. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City Council finds that the Environmental Impact Report (EIR) for The Irwindale Gateway Specific Plan (State Clearinghouse (SCH) No. 2023020290), including the Mitigation Monitoring and Reporting Program and Findings of Fact and Statement of Overriding Considerations adequately describes the Project and its potential impacts, as well as the impacts potentially resulting from the approval of the Irwindale Gateway Specific Plan for the purposes of CEQA review, and the proposed General Plan Amendment No. 02-2022 is consistent with the analysis of the Project within the Final Environmental Impact Report, Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations.

4. Based upon the substantial evidence and conclusions set forth herein above and upon other oral evidence presented at the public hearing, and subject to the City Council considering and adopting the FEIR, certified by the City of Irwindale as the Lead Agency, this City Council hereby recommends that the City Council adopt

General Plan Amendment No. 02-2022, which amends the Community Development Element and Land Use Plan Map (attached Exhibit "A") from Regional Commercial to Irwindale Gateway Specific Plan.

BE IT FURTHER RESOLVED THAT a copy of this resolution be transmitted to the City Council and to the Applicant.

The Secretary shall:

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

PASSED, APPROVED AND ADOPTED this 12th day of March 2025.

_____
Larry G. Burrola, 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. 2025-01-3589 was adopted at a regular meeting of the Irwindale City Council held on the 12th day of March 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

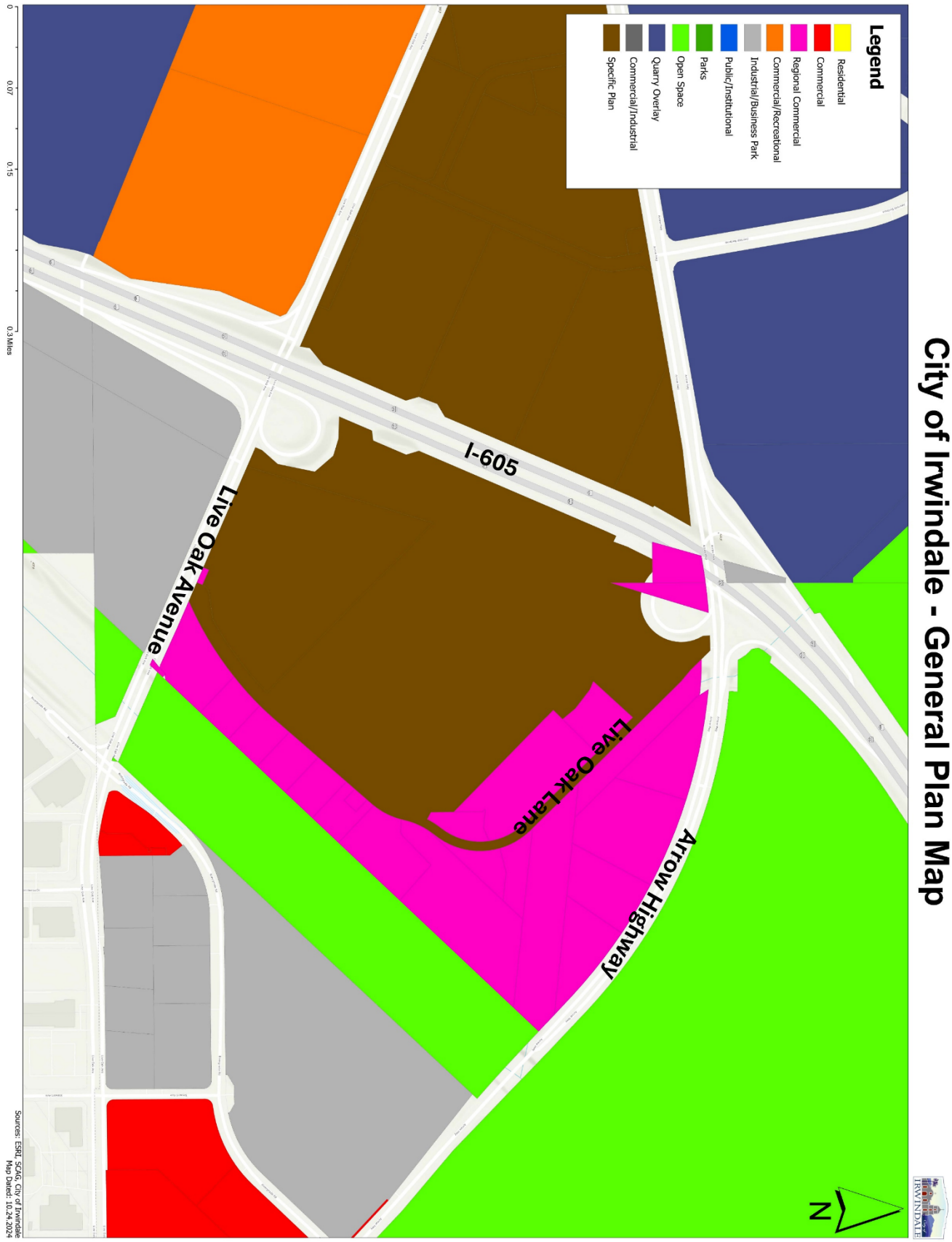
ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit:
A. Proposed General Plan Land Use Map

EXHIBIT "A"


City of Irwindale - General Plan Map
Legend
Residential
Commercial
Regional Commercial
Commercial/Recreational
Industrial/Business Park
Public/Institutional
Parks
Open Space
Quarry Overlay
Commercial/Industrial
Specific Plan
I-605
Live Oak Avenue
Live Oak Lane
Arrow Highway
N
0
0.07
0.15
0.3 Miles
Sources: ESRI, SCAG, City of Irwindale
Map Dated: 10.24.2024

ATTACHMENT "D"

ORDINANCE NO. 787

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING ZONE ORDINANCE AMENDMENT NO. 02-2023 TO ADD IRWINDALE GATEWAY SPECIFIC PLAN TO TITLE 17 OF THE IRWINDALE MUNICIPAL CODE (IMC), DEFINING PERMITTED USES, REGULATING THE SIZES AND LOCATIONS OF BUILDINGS, SPECIFYING DESIGN GUIDELINES AND DEVELOPMENT STANDARDS, ADDRESSING MOBILITY AND CONNECTIVITY TOPICS, IDENTIFYING PROJECT INFRASTRUCTURE AND SERVICES, AND PROVIDING ADMINISTRATIVE AND IMPLEMENTATION LANGUAGE FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)

WHEREAS, Jeff Dritley, on behalf of KP Irwindale Owner, LLC 1875 Century Park East, Suite 380, Los Angeles, CA 90067, the Applicant, has made the following request: 1) Zone Ordinance Amendment (ZOA) No. 02-2023 to add Irwindale Gateway Specific Plan to Title 17 of the Irwindale Municipal Code for property located at 13620 Live Oak Lane – APNs: 8532-002-046 and 8532-002-047. (This ZOA is being processed concurrently with FEIR State Clearinghouse No. 2023020290, GPA No. 02-2022, ZC No. 02-2022, and TPM No. 83854); and

WHEREAS, Government Code Section 65450 allows for the adoption of a specific plan after the legislative body has adopted a General Plan, and the planning agency may, or if so directed by the legislative body, shall, prepare specific plans for the systematic implementation of the General Plan for all or part of the area covered by the General Plan. A specific plan may be adopted/amended per Government Code Section 65453; and

WHEREAS, the proposed project will allow for the establishment of the Irwindale Gateway Specific Plan. The Specific Plan area within the City is currently located at 1360 Live Oak Lane (APNS: 8532-002-046 and 8532-002-047); and

WHEREAS, an electronic copy of the proposed Specific Plan is available on the City's website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-, printed copies are available at the Irwindale Public Library, City Clerk's Office, and the Community Development Department; and

WHEREAS, the proposed Specific Plan, provides for the planned use and long-term development of the business park and;

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has prepared an Environmental Impact Report ("EIR"). The EIR was circulated for public

review for 45 days from May 13, 2024 through June 27, 2024. A copy of the EIR was circulated through the State Clearinghouse (SCH# 2023020290), posted on the City's website, and was available at the Irwindale Public Library, City Clerk's Office, and Community Development Department. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-; and

WHEREAS, the public review period for the Draft EIR ended on June 27, 2024; and

WHEREAS, a Final Environmental Impact Report (SCH# 2023020290) was prepared for the proposed project, including the Draft EIR, comments received on the Draft EIR and responses to those comments, and revisions and corrections to the Draft EIR made in response to comments received; and

WHEREAS, on October 28, 2024, the Irwindale Planning Commission continued its hearing on this item to a date certain (November 26, 2024); and

WHEREAS, the Special Planning Commission meeting of November 26, 2024 was later rescheduled to November 14, 2024, and

WHEREAS, revised notices of public hearing were published, posted, and mailed in accordance with the laws, including CEQA, the Government Code, and policies of the City of Irwindale; and

WHEREAS, on November 14, 2024, the Planning Commission conducted a duly noticed Special public hearing on the Irwindale Gateway Specific Plan and corresponding Zone Ordinance Amendment No. 02-2023, and adopted PC Resolution No. 836(24), recommending that the City Council adopt an ordinance adopting the Irwindale Gateway Specific Plan; and

WHEREAS, notice of a public hearing before the City Council on the proposed Specific Plan adoption, was given in accordance with applicable law; and

WHEREAS, on January 8, 2025, the Irwindale Planning Commission continued its hearing on this item to a date certain (January 22, 2025); and

WHEREAS, on January 22, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the proposed Application at which time oral and documentary evidence was introduced along with the written recommendation of the City of Irwindale City Council, received public testimony, and directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to remove all references to Battery Energy Storage Systems (BESS), and put on the February 26, 2025 Consent Calendar; and

WHEREAS, on February 26, 2025, the City Council directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to restore all references to Battery Energy Storage Systems (BESS), and put on the March 12, 2025 Consent Calendar; and

WHEREAS, on March 12, 2025, the City Council adopted the revised Resolutions, Ordinances and Specific Plan document; and

WHEREAS, a copy of the proposed Specific Plan as presented to the City Council is on file with the Community Development Department, City Clerk's Office, and additional printed copies are also posted at the Irwindale Public Library, and an electronic copy is provided on the project's dedicated webpage; and

WHEREAS, the City Council has considered the staff report and all of the information, evidence, and testimony received at the public hearing, including the recommendation of the Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, all of which shall constitute the entire record of this matter, the City Council hereby finds and determines:

a. The Irwindale Gateway Specific Plan is consistent with the Irwindale General Plan, as amended through General Plan Amendment No. 02-2022. The Property was previously contemplated in the City's General Plan as a landfill in the stage of reclamation. The Nu-Way Live Oak Reclamation Operations Plan is currently active and expected to be completed in approximately 2026. Upon completion of reclamation, the property will be graded to match the adjacent grade. The final reclaimed and rough graded site, consistent with the previous General Plan designation, serves as the baseline for the Irwindale Gateway Specific Plan.

General Plan Amendment No. 02-2022 processed concurrently designates the site as the Irwindale Gateway Specific Plan. The Irwindale Gateway Specific Plan is intended to encourage the highest and best use for the subject property to guide the development of a former landfill and sand and gravel quarry into a productive site based on its unique characteristics and will be in the best interests and welfare

of the City and its residents. The Specific Plan is therefore consistent with the City's General Plan Land Use Designations and the Zoning Designation, as amended.

Furthermore, the Community Development Element of the General Plan promotes several policies that support the adoption of the Specific Plan and associated entitlements. Community Development Element Policy 1 strives to preserve the overall mix of land uses and development in the community. Community Development Element Policy 3 seeks to ensure that the type, location, and intensity of all new development and intensified developments adhere to the requirements specified in its particular land use category. Community Development Element Policy 5 promotes the comprehensive development consistent with the General Plan as opposed to piecemeal and incremental planning. The Irwindale Gateway Specific Plan implements policies set forth in the General Plan, to provide direction for the development of the business park over several years, addresses sustainable practices on and off-site, promotes compatibility with surrounding areas, and provides a unique and flexible policy document that facilitates orderly development of the site.

b. Based on the above findings, the Irwindale Gateway Specific Plan and the City Council's adoption thereof complies with Government Code Section 65450 *et seq*.

SECTION 3. Based upon the substantial evidence and testimony received at the public hearing and the findings and conclusions set forth hereinabove, the City Council hereby accepts the recommendation of the Planning Commission and hereby adopts the Irwindale Gateway Specific Plan, on file with the Community Development Department and as presented to the City Council at the time of the adoption of this Ordinance.

SECTION 4. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City Council finds that the Environmental Impact Report (EIR) for The Irwindale Gateway Specific Plan (State Clearinghouse (SCH) No. 2023020290), including the Mitigation Monitoring and Reporting Program and Findings of Fact and Statement of Overriding Considerations adequately describes the Project and its potential impacts, as well as the impacts potentially resulting from the approval of the Irwindale Gateway Specific Plan for the purposes of CEQA review, and it is consistent with the analysis of the Project within the City Council certified Final Environmental Impact Report, adopted Mitigation Monitoring and Reporting Program, adopted Findings of Fact, and adopted Statement of Overriding Considerations.

SECTION 5. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction , such decision shall not affect the validity or effectiveness of the remaining portions of this

Ordinance or any part thereof. The City Council herby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph , sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared severable.

SECTION 6. This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby authorizes and directs the Mayor and the Chief Deputy City Clerk to execute this Ordinance on behalf of the City of Irwindale forthwith upon its adoption.

SECTION 7. The Chief Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

PASSED, APPROVED AND ADOPTED this 26th day of February 2025.

_____
Larry G. Burrola, 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. 787 was duly introduced at a regular meeting of the Irwindale City Council held on the 12th day of March 2025, and was duly approved and adopted on second reading at its regular meeting held on the 26th day of March 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit:
A. Irwindale Gateway Specific Plan (dated March X, 2025) (insert link)

ATTACHMENT "E"

ORDINANCE NO. 788

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE MODIFYING THE CITY OF IRWINDALE ZONING MAP (ZONE CHANGE NO. 02-2022) FROM M-2 (HEAVY MANUFACTURING) TO IRWINDALE GATEWAY SPECIFIC PLAN FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)

WHEREAS, Jeff Dritley, on behalf of KP Irwindale Owner, LLC 1875 Century Park East, Suite 380, Los Angeles, CA 90067, the Applicant, has made the following request: 1) Zone Change (ZC) No. 02-2022 to change the City of Irwindale Zoning Map from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan for property located at 13620 Live Oak Lane – APNs: 8532-002-046 and 8532-002-047. (This ZC is being processed concurrently with FEIR State Clearinghouse No. 2023020290, GPA No. 02-2022, ZOA No. 02-2023, and TPM No. 83854); and

WHEREAS, Section 17.84.010 of the Irwindale Municipal Code allows for changes to the zoning and the classification of property "whenever the public interest and necessity so require"; and

WHEREAS, the proposed Irwindale Gateway Specific Plan, provides for the planned use and long-term development of the business park for the next several years; and

WHEREAS, the City Council, in connection with the implementing actions necessary for the adoption of the Irwindale Gateway Specific Plan, has considered the proposed Zone Change No. 02-2022, an amendment to the Zoning Code and the Zoning Map designation for two (2) parcels (APNs: 8532-002-046 and 8532-002-047) to the Irwindale Gateway Specific Plan; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has prepared an Environmental Impact Report ("EIR"). The EIR was circulated for public review for 45 days from May 13, 2024 through June 27, 2024. A copy of the EIR was circulated through the State Clearinghouse (SCH# 2023020290), posted on the City's website, and was available at the Irwindale Public Library, City Clerk's Office, and Community Development Department. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-; and

WHEREAS, the public review period for the Draft EIR ended on June 27, 2024; and

WHEREAS, a Final Environmental Impact Report (SCH# 2023020290) was prepared for the proposed project, including the Draft EIR, comments received on the Draft EIR and responses to those comments, and revisions and corrections to the Draft EIR made in response to comments received; and

WHEREAS, On October 28, 2024, the Irwindale Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and requested that the item be continued until the entire Planning Commission was present. The item was continued the meeting to a date certain (November 26, 2024); and

WHEREAS, the Special Planning Commission meeting of November 26, 2024 was later rescheduled to November 14, 2024; and

WHEREAS, revised notices of public hearing were published, posted, and mailed in accordance with the laws, including CEQA, Government Code, and policies of the City of Irwindale; and

WHEREAS, on November 14, 2024, the Planning Commission conducted a duly noticed public hearing on the Irwindale Gateway Specific Plan and corresponding Zone Change No. 02-2022, and adopted PC Resolution No. 837(24) recommending that the City Council of the City of Irwindale adopt Zone Change No. 02-2022 to modify the City of Irwindale Zoning Map from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan; and

WHEREAS, notice of a public hearing before the City Council on the proposed Zone Change for the Specific Plan project, was given in accordance with applicable law; and

WHEREAS, on January 8, 2025, the Irwindale Planning Commission continued its hearing on this item to a date certain (January 22, 2025); and

WHEREAS, on January 22, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the proposed Application at which time oral and documentary evidence was introduced along with the written recommendation of the City of Irwindale City Council, received public testimony, and directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to remove all references to Battery Energy Storage Systems (BESS), and put on the February 26, 2025 Consent Calendar; and

WHEREAS, on February 26, 2025, the City Council directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to restore all references to Battery Energy Storage Systems (BESS), and put on the March 12, 2025 Consent Calendar; and

WHEREAS, on March 12, 2025, the City Council adopted the revised Resolutions, Ordinances and Specific Plan document; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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

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

SECTION 2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, and evidence in the City's record for the project, this City Council hereby specifically finds as follows:

a. The proposed Zone Change from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan is intended to encourage the highest and best use for the subject property and is in the best interests and welfare of the City and its residents.

b. The proposed Zone Change is internally consistent with all other provisions of the General Plan. The Community Development Element of the General Plan promotes several policies that support the adoption of the SP and associated entitlements. Community Development Element Policy 1 strives to preserve the overall mix of land uses and development in the community. Community Development Element Policy 3 seeks to ensure that the type, location, and intensity of all new development and intensified developments adhere to the requirements specified in its particular land use category. Community Development Element Policy 5 promotes the comprehensive development consistent with the General Plan as opposed to piecemeal and incremental planning. If adopted, the proposed Zone Change would implement the proposed Irwindale Gateway Specific Plan, which implements policies set forth in the General Plan, to provide direction for the development of the business park over several years, addresses sustainable practices on and off-site, promotes compatibility with surrounding areas, and provides a unique and flexible policy document that facilitates orderly development of the site.

c. The proposed Zone Change will not be detrimental to the public interest, health safety, convenience, or welfare of the City. The purpose of the proposed Zone Change is to implement the Specific Plan, which provides a comprehensive framework for the long-term growth and development of the entire business park, provides clarity

in processes and in the coordination between the applicant, developers, and City. If adopted, the proposed Specific Plan would define permitted uses, regulate the sizes and locations of buildings, specify design guidelines and development standards, address mobility and connectivity issues, identify project infrastructure and services, and provide administrative and implementation language for the entire 66.64-acre property.

d. The affected properties are physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. The site and adjacent environs were studied for physical suitability as part of the preparation for the Specific Plan and associated Final Environmental Impact Report.

SECTION 3. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City Council finds that the Environmental Impact Report (EIR) for The Irwindale Gateway Specific Plan (State Clearinghouse (SCH) No. 2023020290), including the Mitigation Monitoring and Reporting Program and Findings of Fact and Statement of Overriding Considerations adequately describes the Project and its potential impacts, as well as the impacts potentially resulting from the approval of the Irwindale Gateway Specific Plan for the purposes of CEQA review, and it is consistent with the analysis of the Project within the City Council certified Final Environmental Impact Report, adopted Mitigation Monitoring and Reporting Program, adopted Findings of Fact, and adopted Statement of Overriding Considerations.

SECTION 4. Based upon substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the City Council adopts and approves proposed Zone Change No. 02-2022 to change the Zoning Map as shown in attached Exhibit “A” to this Ordinance.

SECTION 5. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction , such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council herby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or

more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared severable.

SECTION 6. This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby authorizes and directs the Mayor and the Chief Deputy City Clerk to execute this Ordinance on behalf of the City of Irwindale forthwith upon its adoption.

SECTION 7. The Chief Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale

PASSED, APPROVED AND ADOPTED this 12th day of March 2025.

_____
Larry G. Burrola, 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. 788 was duly introduced at a regular meeting of the Irwindale City Council held on the 12th day of March 2025, and was duly approved and adopted on second reading at its regular meeting held on the 26th day of March 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

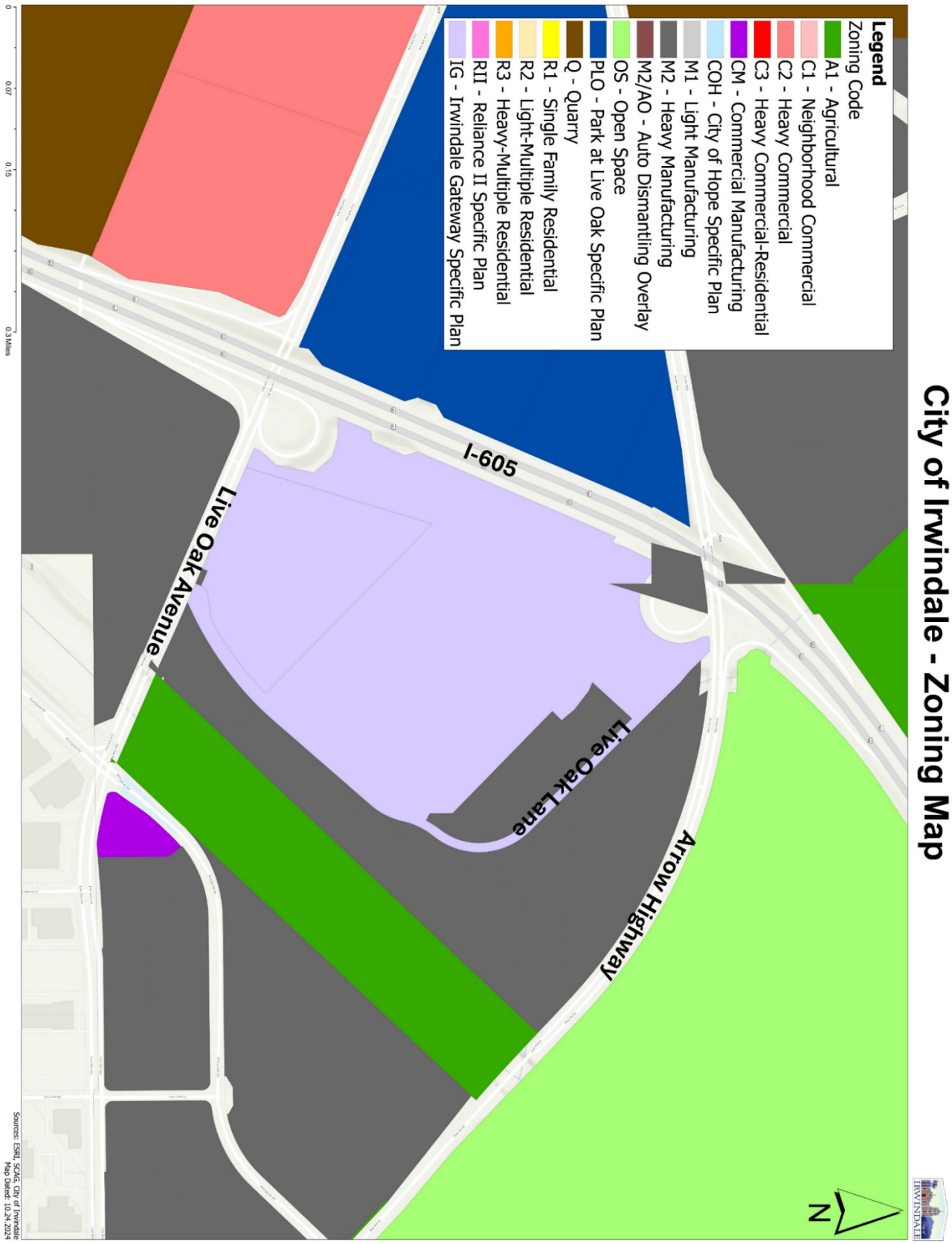
ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit:
A. Proposed Zoning Map

EXHIBIT "A"


City of Irwindale - Zoning Map
Legend
Zoning Code
A1 - Agricultural
C1 - Neighborhood Commercial
C2 - Heavy Commercial
C3 - Heavy Commercial-Residential
CM - Commercial Manufacturing
COH - City of Hope Specific Plan
M1 - Light Manufacturing
M2 - Heavy Manufacturing
M2/AO - Auto Dismantling Overlay
OS - Open Space
PLO - Park at Live Oak Specific Plan
Q - Quarry
R1 - Single Family Residential
R2 - Light-Multiple Residential
R3 - Heavy-Multiple Residential
RII - Reliance II Specific Plan
IG - Irwindale Gateway Specific Plan
I-605
Live Oak Avenue
Live Oak Lane
Arrow Highway
N
0
0.07
0.15
0.3 Miles
Sources: ESRI, SCAG, City of Irwindale
Map Dated: 10/24/2024

ATTACHMENT "F"

RESOLUTION NO. 2025-05-3593

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING TENTATIVE PARCEL MAP NO. 83854 TO CREATE SEVEN (7) PARCELS FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-04) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i) Jeff Dritley, on behalf of KP Irwindale Owner, LLC 1875 Century Park East, Suite 380, Los Angeles, CA 90067, the Applicant, has made the following request: 1) Tentative Parcel Map (TPM) No. 83854 to create seven (7) parcels for property located at 13620 Live Oak Lane – APNs: 8532-002-046 and 8532-002-047. (This TPM is being processed concurrently with FEIR State Clearinghouse No. 2023020290, GPA No. 02-2022, ZOA No. 02-2023, and ZC No. 02-2022); and

(ii) The proposed application will allow for the creation of seven (7) individual parcels for future industrial development in accordance with the proposed Specific Plan and the Subdivision Map Act.

(iii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has prepared an Environmental Impact Report ("EIR"). The EIR was circulated for public review for 45 days from May 13, 2024 through June 27, 2024. A copy of the EIR was circulated through the State Clearinghouse (SCH# 2023020290), posted on the City's website, and was available at the Irwindale Public Library, City Clerk's Office, and Community Development Department. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-; and

(iv) The public review period for the Draft EIR ended on June 27, 2024; and

(v) A Final Environmental Impact Report (SCH# 2023020290) was prepared for the proposed project, including the Draft EIR, comments received on the Draft EIR and responses to those comments, and revisions and corrections to the Draft EIR made in response to comments received; and

(vi) On October 28, 2024, the Irwindale Planning Commission continued the hearing on this item to a date certain (November 26, 2024); and

(vii) The Special Planning Commission meeting of November 26, 2024 was later rescheduled to November 14, 2024; and

(viii) Revised notices of public hearing were published, posted, and mailed in accordance with the laws, including CEQA, the Government Code, and policies of the City of Irwindale; and

(ix) On November 14, 2024, the Planning Commission conducted a duly noticed Special public hearing on the Irwindale Gateway Specific Plan and corresponding Zone Ordinance Amendment No. 02-2023, at which time, the Planning Commission opened the public hearing, took testimony on the Application, at which time they received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, discussed the Proposed Project; and closed the public hearing; and

(x) On December 16, 2024, notice of a public hearing before the City Council on the proposed project adoption, was given in accordance with applicable law; and

(xi) On January 8, 2025, the City Council continued the hearing on this item to a date certain (January 22, 2025); and

(xii) On January 22, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the proposed Application at which time oral and documentary evidence was introduced along with the written recommendation of the City of Irwindale City Council, received public testimony, and directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to remove all references to Battery Energy Storage Systems (BESS), and put on the February 26, 2025 Consent Calendar; andOn February 26, 2025, the City Council directed Staff to revise the draft Specific Plan document, Resolutions and Ordinances to restore all references to Battery Energy Storage Systems (BESS), and put on the March 12, 2025 Consent Calendar; and

(xiii) On March 12, 2025, the City Council adopted the revised Resolutions, Ordinances and Specific Plan document; and

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

B. RESOLUTION.

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

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

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

Tentative Parcel Map 83854

a. *The proposed map is consistent with the General Plan, applicable specific plans, and the Zoning Code.*

The proposed map is for the subdivision of a property for development of industrial and commercial uses. The subject property has a General Plan land use designation of Regional Commercial and is zoned M-2 (Heavy Manufacturing). The proposed map is being processed concurrently with General Plan Amendment (GPA) No. 02-2022 to amend the Community Development Element and Land Use Plan Map to designate the property as Irwindale Gateway Specific Plan, ZOA 02-2023 to adopt the Irwindale Gateway Specific Plan, and ZC 02-2022 to change the Zoning Map designation from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan. The Specific Plan proposes an industrial business park to include development standards concerning a) facilities and improvements; b) pedestrian and vehicular ingress, egress, and internal circulation; c) setbacks; d) height of buildings; e) mechanical and utility service equipment; f) landscaping; g) grading; h) lighting; i) parking; j) drainage; and k) intensity of land use so as to avoid traffic congestion, to ensure the public health, safety, and welfare, and to prevent adverse effects on surrounding properties. The proposed project involves redevelopment of a site that is a former landfill, and sand and gravel quarry. Therefore, the proposed map is consistent with the General Plan, as amended, the Irwindale Gateway Specific Plan, and the Zoning Code.

b. *The design or improvement of the proposed subdivision is consistent with the General Plan, applicable specific plans, and the Zoning Code.*

The proposed project is for development of an industrial business park. The proposed map is being processed concurrently with General Plan Amendment (GPA) No. 02-2022 to amend the Community Development Element and Land Use Plan Map to designate the property as Irwindale Gateway Specific Plan, ZOA 02-2023 to adopt the Irwindale Gateway Specific Plan, and ZC 02-2022 to change the Zoning Map designation from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan. The Specific Plan proposes an industrial business park to include development. The design and improvement of the proposed subdivision is consistent with development standards established in

the Specific Plan document with respect to land use, building height, parking, and landscaping.

c. *The site is physically suitable for the type of development proposed.*

The 66.64-acre site is suitable for the proposed Specific Plan industrial business park development, which provides for a maximum of 997,796 feet of building space, with private driveways and drive aisles, landscaping, and parking areas. The site is ±66.64-acres site currently served by an existing private street, Live Oak Lane. Live Oak Lane in its entirety, is a part of the subject property. As part of the improvements, a total of 2,160 feet of Live Oak Lane will be dedicated to the City and improved to the City's standard of 60'-0". The remaining areas are already paved and will be converted to a public alley to connect the northern and southern sections of Live Oak Lane. In addition to the improved roadways, there will also be new sidewalk and landscaped setbacks.

d. *The site is physically suitable for the proposed density or intensity of development.*

The 66.64-acre site is likewise suitable for the proposed intensity of the Specific Plan industrial business park, which provides for a maximum of 997,796 feet of building space, with private driveways and drive aisles, landscaping, and parking areas. The site is ±66.64-acres site currently served by an existing private street, Live Oak Lane. Live Oak Lane in its entirety, is a part of the subject property. As part of the improvements, a total of 2,160 feet of Live Oak Lane will be dedicated to the City and improved to the City's standard of 60'-0". The remaining areas are already paved and will be converted to a public alley to connect the northern and southern sections of Live Oak Lane. In addition to the improved roadways, there will also be new sidewalk and landscaped setbacks.

e. *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat.*

The design or proposed improvements of the subdivision will not cause any substantial environmental damage or substantially injure fish, wildlife, or their habitats, or cause serious public health problems in that the Application will create seven (7) parcels from two (2) parcels in an area that has been planned for industrial and commercial uses. The subdivision is located on a former landfill and sand and gravel quarry within an urbanized area and is not the habitat of fish or wildlife. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has prepared an Environmental Impact Report

("EIR"), for The Irwindale Gateway Specific Plan (State Clearinghouse (SCH) No. 2023020290), including the Mitigation Monitoring and Reporting Program and Findings of Fact and Statement of Overriding Considerations which adequately describes the Project and its potential impacts, as well as the impacts potentially resulting from the approval of the Irwindale Gateway Specific Plan for the purposes of CEQA review, and the proposed Tentative Parcel Map is consistent with the analysis of the Project.

f. The design of the subdivision or type of improvements will not pose a threat to the public health, safety, and welfare.

The design of the subdivision and improvements will not pose a threat to the public health, safety, and welfare. Adequate fire and police protection is available to serve the project. Uses permitted and conditionally permitted within the proposed project are required to meet all Federal, State and local health and safety codes and regulations.

g. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

There is an existing, 9.61-acre Southern California Edison (SCE) easement on the western portion of the site. Part of the Specific Plan's infrastructure plan includes the development of a new detention basin within this easement for the collection of project storm water flows. However, this will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision.

h. Any discharge of waste from the proposed subdivision into an existing sewer system would not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board.

The proposed subdivision is served by an existing City sewer system and is required to comply with all requirements of the California Regional Water Quality Control Board.

i. The requirements of CEQA have been satisfied.

Pursuant to Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has prepared an Environmental Impact Report ("EIR"), SCH# 2023020290. Even after the adoption of all feasible Mitigation Measures as identified in the Mitigation Monitoring and Reporting Program (MMRP), certain significant or potentially significant environmental effects caused by the Project

directly, or cumulatively, will remain and a Statement of Overriding Considerations is recommended to be adopted as part of the project.

3. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has prepared an Environmental Impact Report ("EIR"). The EIR was circulated for public review for 45 days from May 13, 2024 through June 27, 2024. A copy of the EIR was circulated through the State Clearinghouse (SCH# 2023020290), posted on the City's website, and was available at the Irwindale Public Library, City Clerk's Office, and Community Development Department. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-. The EIR for The Irwindale Gateway Specific Plan (State Clearinghouse (SCH) No. 2023020290), including the Mitigation Monitoring and Reporting Program and Findings of Fact and Statement of Overriding Considerations adequately describe the Project and its potential impacts, as well as the impacts potentially resulting from the approval of the Irwindale Gateway Specific Plan for the purposes of CEQA review, and the proposed Tentative Parcel Map is consistent with the analysis of the Project.

4. Based upon the substantial evidence and conclusions set forth herein above, this City Council hereby approves the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 16 and Title 17 of the Irwindale Municipal Code.

5. The Secretary shall:

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

PASSED, APPROVED AND ADOPTED this 12th day of March 2025.

_____
Larry G. Burrola, 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. 2025-05-3593 was adopted at a regular meeting of the Irwindale City Council held on the 12th day of March 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibits:
A: Conditions of Approval

EXHIBIT "A"

CITY COUNCIL RESOLUTION NO. 2025-05-3593

Tentative Parcel Map No. 83854
KP Irwindale Owner, LLC
13620 Live Oak Lane – The Irwindale Gateway Specific Plan

A. GENERAL

1. Tentative Parcel Map No. 83854, a true and correct copy attached hereto, allows for the subdivision of the property, which will result in the creation seven (7) lettered parcels as described on the plans dated **November 26, 2024**.

2. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Tentative Parcel Map 83854. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

3. The use and improvements authorized by this Tentative Parcel Map shall conform to the plans as finally approved by the City as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the City Engineer/Building Official and Community Development Manager/City Planner, shall require the prior approval of the City Council pursuant to the amendment of the Tentative Parcel Map.

4. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

5. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

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

7. To the extent that lighting is governed by the Specific Plan, any inconsistencies shall be subject to the requirements of the IMC. Illumination intensity during hours of darkness shall be as follows:

   - To illuminate parking lots or parking structures and their pedestrian links that provide more than five parking spaces for use by the general public, shall provide a minimum coverage of one foot-candle of light with a maximum of eight foot-candles on the parking or walkway surface, unless otherwise approved by the City of Irwindale for visibility and security.

   - To illuminate aisles and passageways within a Building complex, provide a maximum of one-half to one foot-candle of maintained lighting.

8. The premises will be secured with appropriate security lighting, and shall comply with the Specific Plan. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

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

10. Property owner and/or their designee shall require tenants to provide information regarding their employees' transportation to and from work, within one (1) year but no earlier than nine (9) months of the issuance of the tenant's Occupancy Permit or when building occupancy reaches 85%, whichever occurs first. Each property tenant shall be required to provide the information to the Public Works/Engineering and Community Development Departments. Employee data may be collected by a survey, employee interview or other selected method and shall include the following information: 1) transportation mode(s) used to commute to work, 2) number of days mode used per week, 3) distance of round trip, and 4) city of origin. The results of the data collection shall be tabulated in a clear format. The results shall be submitted to the Public Works/Engineering and Community Development Departments within thirty (30) days of data tabulation. Non-compliance may be subject to enforcement action, including but not limited to penalties.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The following conditions shall apply unless the item is addressed in the Specific Plan; in which case the Specific Plan shall govern.

2. All landscaping for the project shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible.

3. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Director and the City Engineer. Landscape plans shall be consistent with the Commercial and Industrial Design Guidelines. Landscape plans shall be consistent with the Specific Plan. Vision clearance shall be maintained at all vehicle entrances and exits. Landscape planters throughout the site shall incorporate river rock.

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

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

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

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

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

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

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

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

11. BESS shall be screened with an 8’-0” high wall where in sight of proximal portions of Live Oak Avenue or Live Oak Lane at Specific Plan build-out.

12. Any masonry walls and gates shall be decorative consistent with the design criteria set forth in the Specific Plan. The design of the walls and gates shall be subject to the review and approval of the Community Development Department.

13. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the design criteria set forth in the Specific Plan.

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

15. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings[1]. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.

16. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and shall be a minimum five (5) feet in length painted with minimum one (1) foot wide brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.

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

18. Applicant shall obtain approval from the Community Development Director or their designee for a comprehensive sign program for all project signs prior to construction or installation of any signs on the project site.

19. The Applicant shall comply with the provisions of Irwindale Municipal Code Chapter 17.66, “Trip Reduction and Travel Demand Measures.” All required trip

[1] **Photovoltaic equipment is exempt from this requirement.**

reduction and travel demand measures applicable to the project pursuant to Chapter 17.66 shall be indicated on plans at the time of plan check.

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

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

22. To the extent feasible, Applicant shall participate in Southern California Edison's "Savings by Design" program.

23. Development shall adhere to all Mitigation Measures identified in the adopted Mitigation Monitoring and Reporting Program (MMRP), made a part of the Final Environmental Impact Report (SCH# 2023020290) associated with the project in compliance with the California Environmental Quality Act (CEQA).

24. The Applicant shall prepare Covenants, Conditions and Restrictions (CC&Rs) for the development, subject to the review and approval of the City Engineer, Community Development Department, and the City Attorney.

25. Cultural Resources. If a potential Native American resource is uncovered during ground disturbance activities, the Applicant shall halt work in the immediate area of the find, promptly inform the Community Development Department of the suspected presence of that Native American resource, cease earth-disturbing activities in proximity thereto, and retain a qualified professional archaeologist and a culturally-affiliated Native American monitor acceptable to the City for the purpose of examining the potential Native American resource in order to determine whether it is a "tribal cultural resource" as defined in Section 21074(a) of the Public Resources Code (PRC) and/or a "unique cultural resource" as defined in Section 21083.2(g) of the PRC. No additional ground disturbance activities shall occur in the immediate location of the potential Native American resource until all information recovery has been completed, a report filed with the City, and that report made available to interested representatives of Native American tribes that are traditionally and culturally affiliated with the project area.

26. Any future private street/drive shall be subject to City review and approval. Applicant shall be responsible for the design and installation of all required off-site signage related to Irwindale Gateway Specific Plan development.

27. This project shall be subject to Development Impact Fees.

C. FIRE DEPARTMENT

FINAL MAP REQUIREMENTS

FAILURE TO COMPLY WITH THE FINAL MAP REVIEW PRIOR TO RECORDATION, MAY RESULT IN THE BUILDING PLANS NOT BEING APPROVED DURING THE FIRE DEPARTMENT FIRE PREVENTION ENGINEERING SECTION BUILDING PLAN REVIEW.

1. The Final Map shall be submitted to our office for review and approval prior recordation. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires an all-weather access surface to be clear to sky.

2. The Private Driveways proposed as private streets for access throughout the development shall be labeled as "Private Driveway" on the Final Map. The portion of the private driveway intended for fire apparatus access shall be identified as "Fire Lane" on the Final Map. All widths and dimensions shall be clearly delineated with a reciprocal access agreement is required for all private driveways. Compliance required prior to Final Map clearance.

3. A common access agreement shall be required for the private driveway since multiple units are sharing the same access. Such language shall be included in the Covenant, Conditions and Restrictions (CC&R) document and shall be submitted to the Fire Department for review prior to Final Map clearance.

4. Fire hydrant improvement plans shall be submitted for review and approval prior final map clearance.

WATER SYSTEM REQUIREMENTS

5. All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal and shall be installed in accordance with the County of Los Angeles Fire Code.

6. The required fire flow for the public fire hydrants for this project is 4,000 GPM at 20 psi residual pressure for four (4) hours.

7. All required PUBLIC fire hydrants shall be installed, tested, and accepted prior to beginning construction. Fire Code 501.4.

8. Install 13 new public fire hydrants as Indicated on the Tentative Map.

9. Additional private on-site fire hydrants will be required during the building plan check phase. All required private on-site fire hydrants shall be installed, tested, and approved prior to building occupancy. Fire Code 901.5.1.

10. All on-site fire hydrants shall be installed a minimum of 25' feet from a structure or protected by a two (2) hour rated firewall. Exception: For fully sprinkled multi-family structures, on-site hydrants may be installed a minimum of 10 feet from the structure. Indicate compliance prior to project proceeding to the public hearing process. Fire Code Appendix C106.1.

11. The required fire flow for the on-site fire hydrants is 2,500 GPM at 20 psi residual pressure for two (2) hours.

12. Vehicular access must be provided and maintained serviceable throughout construction to all required fire hydrants. All required fire hydrants shall be installed, tested, and accepted prior to construction.

D. PUBLIC WORKS/ENGINEERING

STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the City Engineer. Construction plans shall be reviewed and approved by the City Engineer.

2. The owner/developer shall dedicate and construct full width improvements (60 foot right of way, 40’ curb to curb) on Live Oak Lane and bear the full cost of design, engineering, installation, construction management and inspection. All improvements shall be constructed in accordance with the City standards to the satisfaction of the City Engineer. Construction plans shall be reviewed and approved by the City Engineer.

3. Adequate “on-site” parking shall be provided per City requirements.

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

5. The owner/developer shall design and construct ADA accessible driveway approaches, sidewalks, and curb ramps and remove all existing driveways and parkway drains along Live Oak Lane and frontage of Live Oak Avenue. All improvements shall be constructed in accordance with the City standards to the satisfaction of the City Engineer.

6. The owner and/or developer shall remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter as directed by the City Engineer.

7. The owner/developer shall be responsible for the repair of all damage to public improvements in the public right-of-way resulting from construction-related

activities, including, but not limited to, the movement and/or delivery of equipment, materials and soil to and/or from the site.

8. The owner/developer shall bear the full cost of installing streetlights and/or upgrading the existing streetlights along Live Oak Avenue frontage and Live Oak Lane to more energy-efficient fixtures (LED). Street lighting upgrade shall meet the City of Irwindale and County of Los Angeles Street Lighting Design Standards.

9. Street right-of-way shall be dedicated to the City of Irwindale as follows:

    a. Two-foot right-of-way along Live Oak Avenue at the project frontage for public sidewalk.

    b. Right-of-way as required at the intersections of Live Oak Lane and Arrow Highway and Live Oak Lane and Live Oak Avenue sidewalk, intersection and roadway improvements and traffic signals.

    c. Right-of-way along Live Oak Lane for a public alley fronting APN's 8532-002-020, 8532-002-040, 8532-002-043, 8532-002-036, 8532-002-019, and 8532-002-027.

CITY UTILITIES

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

11. The owner/developer shall pay for the entire cost for the design, engineering construction and inspection of any upgrade to the water main and connections as required by the serving water company for the proposed development.

12. The owner/developer shall obtain a Storm Drain Connection Permit from the City of Irwindale and/or Los Angeles County Flood Control District for connection(s) to the existing storm drain system.

13. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer and/or Fire Department.

14. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be

approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.

15. Prior to the issuance of building permits, the owner/developer shall provide a will-serve letter from the water utility provider to the City.

TRAFFIC

16. All points of access to the proposed development shall be reviewed and approved by the City Engineer. Project driveways on Live Oak Avenue may be required to allow only right-in and right-out movements. Proper signage shall be installed on the project site.

17. Owner/developer shall bear the full cost to design and install a new traffic signal at the intersection of Live Oak Avenue and Live Oak Lane. The improvements shall consist of all necessary traffic signal equipment, signal timing, lane configuration, vehicle detection and striping. Plans shall be reviewed and approved by the City Engineer.

MAPPING

18. Final parcel map shall be prepared and submitted to the Public Works Engineering Department for review and approval. The applicant shall be responsible for all fees associated with the review and processing of the final map. The developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.

19. The owner/developer, under the direction of a certified land surveyor and at no cost to the City, shall install all required property boundary monuments, centerline ties and City monuments subject to the City Engineer's approval.

20. The owner/developer shall provide, at no cost to the City, one mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works.

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

MISCELLANEOUS

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

23. A grading plan shall be submitted for grading/drainage approval to the City Engineer. The owner shall pay grading/drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plans under the current Irwindale adopted Building Codes at the time of submittals.

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

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

26. Any changes to the site plan shall be reviewed and approved by the City Engineer.

27. Prior to the approval of the Tract Map the owner/developer shall either construct or post security for all public improvements to be shown on the Tentative Map 83854 and items listed under Public Works/Engineering.

28. Prior to the issuance of a building permit, the project site shall be graded and backfilled to the adjacent street grade elevation, subject to the review and approval of the City Engineer/Building Official.

E. PUBLIC WORKS SERVICES

1. All walls that face the public right-of-way shall implement anti-graffiti management practices (such as planting vines on the walls). Applicant shall be responsible for graffiti removal to all walls that face the public right-of-way in a timely manner.

2. Onsite trash enclosure areas shall have sufficient space for solid waste and organic waste receptacles and shall be covered from the elements with a solid roof

structure per Title 14, Division 7, Section 17313 of the California Code of Regulations and Building Code Manual County of Los Angeles Department of Public Works Building and Safety Division 312 Article 2.

3. Tenants must adhere to the SB 1383 regulations set forth by CalRecycle under California Code of Regulations Title 14, Division 7, Chapter 3 and outlined in the Irwindale Municipal Code Section 08.22 Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste, which includes the diversion of edible food to food recovery organizations and services.

4. The owner and/or applicant shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter as directed by the Director of Engineering and the Public Services Director.

5. The owner and/or applicant shall resurface the entire private road/alley and any roadway that will be dedicated public right-of-way (Live Oak Lane) to its entirety and restripe limit line/STOP.

6. The owner and/or applicant is responsible for obtaining encroachment permit(s) from the City prior to commencing any type of work in the public right-of-way.

7. Any work within easements on the project site shall require proper approval and permits from the easement holder (City of Irwindale, County of Los Angeles, Southern California Edison, etc.).

8. Vehicles shall not block the sidewalk or be parked on the public right-of-way along property frontage.

9. All pedestrian and approach ramps in the public right-of-way shall meet ADA requirements. Pedestrian ramps shall have brick red truncated domes in the public right-of-way.

10. The tenant and owner of the property are responsible for the removal of any accidental or illegal dumping of debris on private property. It is not the responsibility of the City of Irwindale to remove any accidental or illegal dumping of items from private property.

11. All utilities and signs within the public right-of-way shall meet horizontal and vertical ADA clearance requirements.

12. Any landscaping, including an irrigation system, in the public right-of-way or any property that is dedicated to the City of Irwindale for maintenance purposes must be approved by the Public Services Director, or designee, as part of the permitting process. Property owner is required to maintain at its sole expense all landscaping in the public right-of-way, including the parkway.

Item #19.D.

City of IRWINDALE
AGENDA REPORT

Date: March 12, 2025

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

From: Julian A. Miranda, City Manager / Executive Director

Issue: Award Professional Services Contract for Annual Audit Services

City Manager's Recommendation:

Approve a contract with LSL, LLP to provide annual audit services for five years.

Administrative Action:

Submitted, Prepared, Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Reviewed by:

Adrian R. Guerra, City Attorney / General Counsel

Approved by:

Julian A. Miranda, City Manager / Executive Director

Background and Analysis:

The City has an existing contract with LSL, LLP ("LSL") Certified Public Accountants to conduct an audit of the citywide financial operations, and to assist in the preparation of the City's Annual Comprehensive Financial Report (ACFR) and other required reports. The existing contract included a term of three fiscal years with an option for a two-year extension ending June 30, 2024.

Staff is recommending the approval of a five-year contract with LSL. The current audit firm's in-depth knowledge of the City's financial processes and operations provides valuable continuity, particularly with respect to the recent implementation of complex Governmental Accounting Standards Board (GASB) requirements such as GASB 68, 75, 87, 96, and 101.

The five additional years will provide for audit services for fiscal years ending June 30, 2025, through June 30, 2029. The services provided in the annual audit will remain essentially the same as in prior years. These services are listed in the Scope of Services, and some of them include:

- Financial audits of the City's and component unit financial operations;
- Preparation of financial statements and notes to conform with generally accepted accounting principles;
- Assistance in preparation of the City of Irwindale ACFR in order to obtain a GFOA Award of Excellence;
- Perform a review of the City's Proposition 4 (Gann Limitation) as required by Proposition 111 and issue the required report for Appropriations Limit;
- Single audit procedures and report when necessary (required only if the city expends Federal funding over $1,000,000);
- Review, analyze and make recommendations on the internal control structure of the City's financial operations

Irwindale Municipal Code (IMC) 3.44.020. The definition of "Services" exempts professional or other contractual services for which the procedure for procurement is specifically provided by law or approved city procedures or are in their nature unique and not subject to competition. The City has adopted a Purchasing Policy, which sets forth the procurement process for Professional Services. City staff have complied with Irwindale Purchasing Policy Section 5 Professional Consultant Selection requirements such that the contract is exempt from the centralized purchasing requirements of IMC Chapter 3.44, per IMC sections 3.44.060 and 3.44.080(D).

Fiscal Impact:

This professional services contract is for citywide financial comprehensive audit services. As listed in the Schedule of Compensation (Exhibit B of the Contract), the proposed cost for the five-year extension option includes an approximately three percent (3%) increase in the annual fees for this contract.

Audit services are budgeted each year during the regular budget process. The audit for all funds of the City of Irwindale will be $62,750 for FY 2024-2025, which will take place during FY 2025-2026. The audit services for Irwindale Housing Successor, Irwindale Community Foundation, and Safe and Clean Water Program (Measure W) will be $5,000 each. The amount listed for a Single Audit of $5,000 will only be charged if a federally mandated Single Audit is required, which is rare, and will be charged to the fund that the federal expenditures were charged from.

Attachments:

1. LSL - Professional Services Contract 3-12-2025
2. LSL LLP - 5 Year Quote

CITY OF IRWINDALE
PROFESSIONAL SERVICES AGREEMENT FOR AUDIT SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 12th day of March 2025, by and between the CITY OF IRWINDALE, a California charter city and municipal corporation ("City") and LSL, LLP, a California limited liability partnership ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 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 the Agreement.

1.4 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 "C" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "C" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation and Performance" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of $85,000 for FY 2024-2025, $85,000 for FY 2025-2026, $85,000 for FY 2026-2027, $87,500 for FY 2027-2028, and $90,000 for FY 2028-2029 for a total contract sum over five fiscal years of Four Hundred Thirty Two Thousand, Five Hundred Dollars ($432,500) ("Contract Sum").

2.2 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 Finance Director. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel,

materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

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 Compensation and Performance" attached hereto as Exhibit "B" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Compensation and Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall

ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) years from the date hereof, except as otherwise provided in the Schedule of Compensation and Performance (Exhibit "B").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Bryan Gruber, Managing Partner, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. 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 and shall keep City informed of any changes.

4.2 Contract Officer. Julian A. Miranda, City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City.

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) Commercial 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, either the general aggregate limit shall apply separately to this contract/location, or 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 either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other 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) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) 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 be subject to all of the requirements stated herein.

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. 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 this 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 endorsement 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.

The 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's 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 City's Risk Manager or other designee of City due to unique circumstances.

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, 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, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

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 or as the Contract Officer shall require.

6.3 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 the City without prior written authorization from the Contract Officer.

(b) Consultant 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 the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the 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 the City should Consultant 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 thereunder. The 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 the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the 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 the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to

Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 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 any legal action under this Agreement.

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.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and Performance or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation and Performance Exhibit "B". 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.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to

the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 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 ensure 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

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave., Irwindale CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 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 the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
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:

LSL, LLP, a California limited liability partnership

By:_____
Name: Ryan Domino
Title: Partner

By:_____
Name: Brandon Young
Title: Partner

Address: 500 Technology Drive,
Suite 350
Irvine, CA 92618

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2025 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 _____, 2025 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"

SCOPE OF SERVICES

The annual services that would be provided for the City of Irwindale would be as follows:

1. Consultant will perform an audit of all funds of the City of Irwindale that shall include the following oversight and component units:

   City of Irwindale
   Irwindale Public Financing Authority
   Irwindale Housing Authority
   Irwindale Reclamation Authority
   Industrial Development Authority
   Irwindale Joint Powers
   Irwindale Community Foundation
   Successor Agency to the Irwindale Community Redevelopment Agency

   The audit will be conducted in accordance with auditing standards generally accepted in the United States of America applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

2. Consultant shall work with the City in preparing the Annual Comprehensive Financial Report (ACFR) will be prepared and word/excel processed by the Consultant. The ACFR will be in full compliance with GASB 34. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Governmental Funds Financial Statements. The Consultant will also apply limited audit procedures to Management's Discussion and Analysis (MD&A), required supplementary information, and statistical section.

3. Consultant will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses and follow up on prior audit findings where required. As a note, a Single Audit will only be required if federal expenditures exceed the required threshold, currently at $1,000,000.

4. Consultant shall perform all GASB 68 testwork and reporting for complying with pension liability reporting requirements.

5. Consultant shall perform all GASB 75 testwork and reporting for complying with other post-employment benefits liability reporting requirements.

6. Consultant shall perform all GASB 87 testwork and reporting for complying with leases liability reporting requirements.

7. Consultant shall perform all GASB 96 testwork and reporting for complying with subscription-based information technology liability reporting requirements.

8. Consultant shall perform a review of the City's Proposition 4 (Gann Limitation) as required by Proposition 111. This review shall be conducted according to guidelines established by the League of California Cities. Contractor shall prepare and issue the Independent Accountant's Report of Agreed-Upon Procedures Applied to Appropriations Limit Worksheets.

7. Consultant shall prepare a management letter containing comments and recommendations for improving the accounting procedures and the systems for internal controls (control deficiencies not considered material weaknesses)

8. Consultant will prepare a letter to the City Council containing required communications about the audit process.

9. Consultant will deliver the Irwindale Housing Successor Financial Statements and the Independent Auditors' Report by no later than November 15th of each fiscal year.

10. Consultant will deliver the ACFR and all other required reports by no later than December 15th to timely file for the Government Finance Officers' Association Excellence in Financial Reporting Award every fiscal year.

11. Consultant will assist the City with the implementation of new GASB pronouncements required by Governmental Accounting Standards Board.

12. Consultant will review and make recommendations on the internal control structure of the finance operations and prepare reports to the governing bodies of any findings.

13. Consultant will keep the City informed on all federal, state, and local governments developments affecting accounting, auditing, and financial reporting issues.

14. Consultant will, on an as needed basis, provide basic advice and guidance on financial reporting.

15. Consultant will deliver the Irwindale Community Foundation Financial Statements and the Independent Auditors' Report by no later than December 15th and its Tax Return by May 1st (if extended) of each fiscal year.

16. Consultant will deliver the Safe, Clean Water Program (Measure W) Financial Statements and the Independent Auditors' Report by 15 days before the due date set by the Los Angeles County Flood Control District.

EXHIBIT "B"

SCHEDULE OF COMPENSATION AND PERFORMANCE

City of Irwindale
LSL LLP Proposed Audit Years and Audit Fees:

Report	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
City's Financial Audit	$ 62,250	$ 62,250	$ 62,250	$ 64,750	$ 67,250
Irwindale Housing Successor	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Irwindale Community Foundation	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Tax Returns - Exempt Organization	$ 2,250	$ 2,250	$ 2,250	$ 2,250	$ 2,250
GAAN Limit Review Report	$ 500	$ 500	$ 500	$ 500	$ 500
Safe, Clean Water Program (Measure W)	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Single Audit (if applicable)*	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Out-of-Pocket Expenses	Included	Included	Included	Included	Included
Total for Fiscal Year (Not-to-Exceed)	**$ 85,000**	**$ 85,000**	**$ 85,000**	**$ 87,500**	**$ 90,000**

** Price includes 1 major program. Each additional program is $4,000.*

EXHIBIT "C"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

March 6, 2025

Kambiz Borhani
Finance Director
City of Irwindale

Dear Mr. Borhani

As you are aware, our contract with the City of Irwindale ("City") for auditing services will expire with the fiscal year ending June 30, 2024. Over the years, we have provided the City with auditing and accounting services which included:

- Performing a financial audit of the basic financial statements of the City. These financial statements were included within an Annual Comprehensive Financial Report (ACFR) and met all the requirements necessary to receive the Government Finance Officers Association Award for Excellence in Financial Reporting
- Performing various financial and compliance audits for the City (Irwindale Housing Successor, Irwindale Community Foundation, and Safe Clean Water Program (Measure W – when applicable))
- Preparing Federal and State Tax Returns for Irwindale Community Foundation
- Performing Agreed Upon Procedures applied to Appropriation Limit Worksheets.
- Conducting a Single Audit in accordance with federal Uniform Guidance, when applicable

We have made it an absolute priority to provide the City with the best service available and we would like to continue to provide this level of service to the City. Since LSL specializes in the audits of local government and has an extensive government services staff, we provide for staff rotation on your engagement so that the City will always receive a fresh look at its system and records. This coupled with the knowledge base we have gained from working with the City over the years, provides for optimal audit services.

We would like to propose a fiver-year extension to our original agreement to provide continuous and undisrupted auditing services to the City. As a part of our services, LSL CPAs will continue to provide extensive Governmental Accounting Standards Board (GASB) assistance to the City throughout the year.

Please see the schedule below for our proposed fees for the next year. The services to be performed, fee structure and billing methods would remain unchanged from our original agreement.

All-Inclusive Maximum Price by Report					
Report	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**
City's Financial Audit	$62,250	$62,250	$62,250	$64,750	$67,250
Irwindale Housing Successor	$5,000	$5,000	$5,000	$5,000	$5,000
Irwindale Community Foundation	$5,000	$5,000	$5,000	$5,000	$5,000
Tax Returns - Exempt Organization	$2,250	$2,250	$2,250	$2,250	$2,250
GANN Limit Review Report	$500	$500	$500	$500	$500
Safe, Clean Water Program (Measure W)	$5,000	$5,000	$5,000	$5,000	$5,000
Single Audit (if applicable)*	$5,000	$5,000	$5,000	$5,000	$5,000
Out-of-Pocket Expenses	*Included*	*Included*	*Included*	*Included*	*Included*
Total for Fiscal Year With Optional Items (Not-to-Exceed)	**$85,000**	**$85,000**	**$85,000**	**$87,500**	**$90,000**

Again, LSL looks forward to continuing to provide quality services to the City of Irwindale. Should you have additional questions regarding this letter, please do not hesitate to contact Ryan Domino, Partner, at (714)-672-0022.

Very truly yours,

LSL, LLP

Item #19.E.

City of
IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Adopt Resolutions of Intent to Amend the Contract Between CalPERS and the City of Irwindale to Implement a Pension Cost Share Provision for Unrepresented Management and Executive Employees

City Manager's Recommendation:

(1) **Adopt Resolution No. 2025-20-3605** entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RELATING TO CALPERS RETIREMENT COST-SHARING UNDER GOVERNMENT CODE SECTION 20516 BY UNREPRESENTED MANAGEMENT EMPLOYEES” and
(2) **Adopt Resolution No. 2025-19-3607** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RELATING TO CALPERS RETIREMENT COST-SHARING UNDER GOVERNMENT CODE SECTION 20516 BY UNREPRESENTED EXECUTIVE EMPLOYEES."

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:

CalPERS administers pension and health benefits for California's public employees, including those of the City of Irwindale. The City's agreement with CalPERS outlines retirement benefit provisions, specifying contribution rates and cost-sharing arrangements for employees. Under Government Code Section 20516, agencies and their employees can agree through a Memorandum of Understanding (MOU) to share in additional retirement costs. As part of the most recent labor negotiations, the three recognized labor groups have agreed to a cost-sharing provision, in which represented employees will contribute varying percentages toward their CalPERS retirement benefits.

Although unrepresented management and executive employees are not part of a labor group, they typically receive the same negotiated benefits as those provided to the represented employees. Accordingly, the City also wishes for unrepresented management and executive employees to participate in the cost-sharing arrangement for CalPERS retirement benefits, consistent with the agreement reached with the recognized labor groups. However, since unrepresented management and executive employees do not have an MOU, the cost-sharing provision can only be implemented through a formal amendment to the CalPERS contract.

The attached resolutions detail the unrepresented management and executive employees who will be part of the cost-sharing arrangement with the City, as well as the corresponding cost-share amounts. CalPERS mandates proof of a simple majority agreement from the affected employees to proceed with the contract amendment. To begin the cost-sharing process with CalPERS for unrepresented management and executive employees through a formal contract amendment, a resolution must be approved by the City Council to request the initiation of this process with CalPERS.

Fiscal Impact:

This step in the cost share process is procedural and as such there is no fiscal impact associated with this item.

Attachments:

1. Resolution No. 2025-20-3605
2. Resolution No. 2025-19-3607

RESOLUTION NO. 2025-20-3605

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RELATING TO CALPERS RETIREMENT COST-SHARING UNDER GOVERNMENT CODE SECTION 20516 BY UNREPRESENTED MANAGEMENT EMPLOYEES

WHEREAS, unrepresented management employees are not covered by a memorandum of understanding; and

WHEREAS, the City is interested in having Classic and PEPRA unrepresented management employees participate in employee cost sharing towards CalPERS retirement benefits pursuant to Government Code Section 20516; and

WHEREAS, CalPERS requires that the City Council adopt a resolution that specifically identifies the following information for unrepresented employees in order to initiate the process for the City to amend its CalPERS contract to provide for Section 20516 – Cost Sharing as follows:

- Unrepresented Group Names and Cost Share Percentages to become effective July 6, 2025:

a) 1.0% for Classic Miscellaneous Management
b) 0.5% for PEPRA Miscellaneous Management
c) 1.5% for Classic Police Management
d) 1.0% for PEPRA Police Management

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

SECTION 1. This resolution complies with CalPERS' procedures for unrepresented employees needed in order to initiate the employee CalPERS contract amendment process under Government Code 20516.

SECTION 2. The City Council of the City of Irwindale hereby approves this resolution to initiate the employee CalPERS contract amendment under Government Code Section 20516 for Classic Unrepresented Miscellaneous Management Employees, PEPRA Unrepresented Miscellaneous Management Employees, Classic Unrepresented Police Employees, and PEPRA Unrepresented Police Employees.

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 12th day of March 2025.

_____
Larry G. Burrola, 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. 20025-20-3608 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 12th day of March 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Attachment: Employee Signatures

By signing below, we individually agree that Unrepresented Management Employees, commencing July 6, 2025, pay the following per Government Code Section 20516:

a) 1.0% for Classic Miscellaneous Management
b) 0.5% for PEPRA Miscellaneous Management
c) 1.5% for Classic Police Management
d) 1.0% for PEPRA Police Management

Signatures of unrepresented employees:

	Name, Title	**Signature**
1.	Borhani, Kambiz, Finance Director	
2.	Chan, Eddie, Director of Engineering/Building Official	
3.	Hofford, Christopher, Chief of Police	
4.	Olivares, Theresa, Assistant City Manager	
5.	Rodriguez, Elizabeth, Public Services Director	
6.	Simpson, Marilyn, Community Development Director	

RESOLUTION NO. 2025-19-3607

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RELATING TO CALPERS RETIREMENT COST-SHARING UNDER GOVERNMENT CODE SECTION 20516 BY UNREPRESENTED EXECUTIVE EMPLOYEES

WHEREAS, unrepresented executive employees are not covered by a memorandum of understanding; and

WHEREAS, the City is interested in having Classic and PEPRA unrepresented executive employees participate in employee cost sharing towards CalPERS retirement benefits pursuant to Government Code Section 20516; and

WHEREAS, CalPERS requires that the City Council adopt a resolution that specifically identifies the following information for unrepresented employees in order to initiate the process for the City to amend its CalPERS contract to provide for Section 20516 – Cost Sharing as follows:

- Unrepresented Group Names and Cost Share Percentages to become effective July 6, 2025:

a) 1.0% for Classic Miscellaneous Executive
b) 0.5% for PEPRA Miscellaneous Executive

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

SECTION 1. This resolution complies with CalPERS' procedures for unrepresented employees needed in order to initiate the employee CalPERS contract amendment process under Government Code 20516.

SECTION 2. The City Council of the City of Irwindale hereby approves this resolution to initiate the employee CalPERS contract amendment under Government Code Section 20516 for Classic Unrepresented Miscellaneous Executive Employees and PEPRA Unrepresented Miscellaneous Executive Employees.

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 12th day of March 2025.

_____
Larry G. Burrola, 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. 2025-19-3607 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 12th day of March 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Attachment: Employee Signatures

By signing below, we individually agree that Unrepresented Executive Employees, commencing July 6, 2025, pay the following per Government Code Section 20516:

a) 1.0% for Classic Miscellaneous Executive
b) .5% for PEPRA Miscellaneous Executive

Signatures of unrepresented employees:

	Name, Title	**Signature**
1.	Miranda, Julian, City Manager	

Item #19.F.

City of
IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Los Angles County Department of Public Health – Public Health Services Agreement

City Manager's Recommendation:

That the City Council approve the Los Angles County Department of Public Health – Public Health Services Agreement and authorize the City Manager to execute the agreement on behalf of the City.

Administrative Action:

Submitted / Prepared by:

Theresa Olivares, Assistant City 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 Los Angeles County Department of Public Health provides public health services in the City of Irwindale. These services include providing a public health officer and observing and enforcing the following within the Irwindale city limits:
1. Orders, quarantine, and other regulations concerning public health, prescribed by the California Department of Public Health.
2. Statutes relating to public health.
3. Enforcement of the Los Angeles County Health Code - as adopted by the City of Irwindale.
4. Issuance of required public health permits.

Cities that receive public health services by the County are required to renew an agreement formalizing the relationship between the city and the County. The County has requested that the City of Irwindale consider renewal of the proposed Public Health Services Agreement (Agreement).

Once executed, the Agreement will be effective until June 30, 2029 and will automatically renew for consecutive five (5) year terms, unless the City provides the County with a Notice of Termination. A Notice of Termination may be provided at any time during the term of the Agreement, at least one hundred and eighty (180) calendar days prior to July 1 of the following calendar year. Termination would be effective on the subsequent July 1st .

Fiscal Impact:

There is no fiscal impact. Public health permit fees are established, collected and retained by Los Angeles County. This would continue under this Agreement.

Attachments:

1. City of Irwindale PH-005625

Contract No. PH-005625

DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH SERVICES CONTRACT

THIS CONTRACT “Contract” is made and entered into on _____

by and between — COUNTY OF LOS ANGELES (hereafter "County")

and — CITY OF IRWINDALE (hereafter "City")

THIS PUBLIC HEALTH SERVICES CONTRACT ("Contract") is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Irwindale hereinafter referred to as "City."

RECITALS:

The City desires to continue to contract with the County for the performance of public health services by the County’s Department of Public Health (“Public Health”), for the County’s Health Officer to act as the City’s Health Officer, and for the County's Department of Public Health to serve as the City's Environmental Health Department.

The County agrees to continue performing such services on the terms and conditions set forth in this Contract.

This Contract is authorized by California Health and Safety Code Sections 101400 and 101405.

To effectuate public health services for the City, the County and its duly appointed Health Officer shall exercise the powers and duties that are conferred upon local health officers by law.

The County Health Officer shall fulfill the obligations and exercise the authority conferred by California Health and Safety Code Sections 101470 and 101475 within the territorial jurisdiction of the City in the performance of this Contract.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TERM:** This Contract shall become effective upon date of execution, and replace all prior contracts for public health services between the City and County. This contract shall continue in full force and effect until June 30, 2029. Subject to Section 7 below, this Contract shall thereafter be automatically renewed for consecutive five (5) year terms, for an indefinite period, without further action by either City or County, unless City or County terminates the Contract in the manner set forth in Section 7.

2. **PUBLIC HEALTH SERVICES**: The County and the County's Health Officer shall observe and enforce within the territorial jurisdiction of the City all of the following:
    a. Orders, quarantine, and other regulations, concerning public health, prescribed by the California Department of Public Health ("CDPH").
    b. Statutes relating to public health.
    c. Provisions of Los Angeles County Code, Title 11, and any amendments thereto, as adopted by City by ordinance or resolution, to the same extent as they are enforced in the unincorporated area of the County.

3. **DESCRIPTION OF PUBLIC HEALTH FUNCTIONS**:
    a. The performance of all public health services, the standard of performance and other matters incidental to the performance of public health services and observation and enforcement of public health statutes, regulations, ordinances and CDPH orders and guidance shall be determined solely at the discretion of the County Health Officer and/or Director of County

Public Health. The control of County personnel under this Contract shall remain exclusively with the County.

b. The County agrees to continue to perform for the City such public health services as are authorized or mandated by state laws or regulations related to public health, to be performed by the local health officer or local enforcement agency.

    i. Pursuant to California Health and Safety Code section 101045, the County shall investigate health and sanitary conditions in detention facilities operated by the City, if any. County may bill and receive payment from City for inspection and reporting services in the manner provided by Paragraph 4, subsections (g) and (h) of this Contract.

    ii. For future enactments of state law or regulation, County agrees to perform public health services that impose a specific duty or obligation on the local health officer to observe or enforce. Should future state law statutory or regulatory enactment related to public health not impose a duty or obligation on the local health officer, City may request in writing that the County perform that public health service. Should County elect to perform that discretionary public health service for City, pursuant to such City request, then County may bill and receive payment from City for inspection and reporting services in the manner provided by Section 4, subsections (g) and (h) of this Contract.

c. The County agrees to continue to perform for the City such public health services as authorized or mandated by provisions of Title 11 of the Los Angeles County Code, and any amendments or additions thereto, that the City has adopted via ordinance or resolution.

    i. Should the County Board of Supervisors enact future provisions to or amend existing provisions of Title 11 of the Los Angeles County Code, County will inform the City of the newly enacted provision or amendment via email to the City's Manager, and describe the

enacted new provision or amendment and the impact to the services performed under this Contract, if any.

ii. For future ordinances that may be enacted by the Board of Supervisors into Title 11 of the Los Angeles County Code, in order for the County to observe and enforce that enacted ordinance within the City, the City must approve the incorporation of the identical version of that new Title 11 provision into its municipal code via ordinance or by resolution of the City Council.

iii. Any future amendments to provisions of Title 11 of the Los Angeles County Code that exist in the City's Municipal Code at the date of the execution of this Contract, shall be incorporated by the City into its municipal code.

d. The County shall issue public health permits and licenses to permittees located within the City and collect the fees as provided for in Los Angeles County Code, Title 8, Chapter 8.04. Such fees shall be retained by County Public Health for the benefit of County as full compensation for the services performed by the Public Health Director and County Health Officer on behalf of the City.

i. County may, from time to time, amend or alter the public health permit or license fees charged to those individuals or entities required to obtain a public health permit or license pursuant to either state statute or Los Angeles County Code, Title 8, Chapter 8.04.

ii. City may not set, collect, or retain public health permit or license fees for any public health service performed by County under this Contract.

e. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the public health services described in this Contract and as necessary to protect the public health, safety, and welfare as determined by Public Health in its sole discretion. All persons employed in

the performance of public health services and functions under this Contract shall be County personnel.

4. **GENERAL TERMS**:

a. To facilitate the performance of public health services, City and County will cooperate and assist each other to fulfill the purpose and intent of this Contract.

b. Exhibit A of this Contract, which is attached hereto and incorporated herein, shall provide the language of the City's Municipal Code, as amended, that reflects the City's specific adoption of Division 1 of Title 11 of the Los Angeles County Code as of the effective date of this Contract. Exhibit A may be revised to reflect any changes to the City's Municipal Code regarding Title 11 of the Los Angeles County Code.

c. All persons employed in the performance of such public health duties, functions and services for City shall be County employees or personnel and no City employee shall be supplanted by County, and no person employed by County under this Contract shall have any City pension, civil service, or any status or right.

d. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or be liable for compensation to or required to indemnify any County employee for injury or sickness arising out of his or her employment.

e. The parties have executed an Assumption of Liability Contract approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Contract approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Contract by reference. In the event that the Board of Supervisors later approves a revised Joint Indemnity Contract, and the City executes the

revised contract, the subsequent contract as of its effective date shall supersede the contract previously in effect between the parties hereto.

f. City is not required to separately reimburse County for the performance or enforcement of any City ordinance or resolution which adopts identical provisions of Los Angeles County Code, Title 11, and its amendments.

g. Should City request in writing additional public health services of the County, that are not required by statute, regulation or CDPH Order, or as provided in Title 11 of the Los Angeles County Code, the County may charge the City, at rates approved by the Board of Supervisors, an hourly rate that will reimburse the County for the costs for the provision of those specific public health services.

h. County, through its Director of Public Health, must render to City within twenty (20) calendar days after the close of each calendar month an itemized invoice which covers all extra services performed for City if such services were requested by the City in writing, during said month, and City must pay County within thirty (30) days after date of such invoice.

i. If a violation of public health statutes, regulations or ordinances results in a public health hazard within the City, County will notify the City Manager in writing. If the City elects to pursue legal prosecution or abatement, City shall provide to County contact information for counsel that will represent the City or the People in any legal proceeding to abate or mitigate the public health hazard. City shall bear the full cost of such proceedings. County may bill City on an hourly basis for time spent by County employees participating in such legal proceedings.

5. **NOTICES**: Notices hereunder must be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Public Health Director, or the Director's designee, is authorized to execute all notices or demands which are required or permitted by County under this Contract.

Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County must be addressed as follows:

(1) Department of Public Health
Environmental Health – Administrative Headquarters
5050 Commerce Drive
Baldwin Park, California 91706
Attention: Director, Environmental Health
E-mail: EHAdmin@ph.lacounty.gov

(2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, CA 90022
Attention: Division Director
Email: contracts-grants@ph.lacounty.gov

(3) Department of Public Health
Office of the Director
Attention: Director, Public Health
313 North Figueroa Street
Los Angeles, CA 90012
Email: DPHDirector@ph.lacounty.gov

B. Notices to City must be addressed as follows:

(1) City of: Irwindale
Attention: City Manager
5050 North Irwindale Avenue
Irwindale, CA 91706
Email: jmiranda@irwindaleca.gov
Phone: (626) 430-2200

6. **GOVERNING LAW, JURISDICTION, AND VENUE**: This Contract will be governed by, and will be construed in accordance with, the laws of the State of California. City agrees and consents to the exclusive jurisdiction of the courts of the State of California or the United States Courthouse, Central District, Western Division, for all purposes regarding this Contract and further agrees and consents

that venue of any action brought under this Contract shall be exclusively in the County of Los Angeles.

7. **TERMINATION FOR CONVENIENCE**: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County or City to be in their own best interest. Termination of services hereunder shall be effectuated by the delivery of an advance written Notice of Termination of the entire Contract by one party to the other at least one hundred and eighty (180) calendar days prior to July 1 of the following calendar year. The termination of services may only be effective on July 1 of the calendar year, so as to assure no lapse in public health and local health officer services to the residents of City.

8. **ALTERATION OF TERMS/AMENDMENTS**: The body of this Contract and any Exhibits attached hereto, and documents incorporated by reference, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

9. **INDEPENDENT CONTRACTOR STATUS**: This Contract is by and between the County and City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and City. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

10. **NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT**: Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third-party beneficiary under this Contract.

11. **VALIDITY**: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

12. **WAIVER**: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the month, day, and year first written above.

CITY OF IRWINDALE

By: _____
Julian Miranda
City Manager

Date:_____

APPROVED AS TO FORM
BY THE OFFICE OF THE CITY ATTORNEY

ADRIAN R. GUERRA, City Attorney

By: _____
City Attorney

Date:_____

ATTEST:
LAURA NIETO, City Clerk

By: _____
City Clerk

Date:_____
(AFFIX CORPORATE SEAL HERE)

COUNTY OF LOS ANGELES

By:_____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Date: _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

DAWYN R. HARRISON, County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Public Health

By:_____
Contracts and Grants Division

Date: _____

#07642:db

Exhibit A:

CITIES - HEALTH OFFICER - ADOPTION OF COUNTY CODE

IRWINDALE

ADOPTION OF OUR COUNTY CODE TITLE 8 & TITLE 11
8.04.010 - Title 11 and Division 1 of Title 8 of county code—Adopted—Copies on file. The "Health and Safety Code of the County of Los Angeles," the same being Title 11 of the Los Angeles County Code, and the "Public Health Licenses Code of the County of Los Angeles," the same being Division 1 of Title 8 of the Los Angeles County Code, as those titles have been amended through and including March 1, 1998, are adopted as the health and safety code for the city (hereinafter referred to as "health code"). Three copies of the health code are on file in the office of the city clerk of the city. (Ord. 549 § 1, 2000: Ord. 218 § 1(part), 1968: Ord. 150 § 1(part), 1964: Ord. 88 § 1(part), 1960: prior code § 5400(a)).

CITY MUNICIPAL CODE EXCLUSION OF SPECIFIC PUBLIC HEALTH SERVICES
None

Item #19.G.

City of
IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Out of State Travel to the International Council of Shopping Centers Conference in Las Vegas, Nevada for City Council and City Staff

City Manager's Recommendation:

Adopt Resolution No. 2025-25-3613 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE OUT OF STATE TRAVEL TO THE 2025 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA FOR THREE CITY COUNCILMEMBERS AND TWO STAFF MEMBERS" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Berlyn Aguila, Management Analyst



Reviewed by:

Adrian R. Guerra, City Attorney



Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Every year in May, the International Council of Shopping Centers (ICSC) holds their annual conference in Las Vegas, Nevada to advance the shopping center industry and promote its role in the commercial distribution of consumer goods and services. Cities throughout the nation send representatives to promote retail opportunities and attract quality businesses and jobs.

The conference provides educational programs and publications in all aspects of shopping center development, finance, management, marketing and other specialized areas of professional interest; holds meetings and other programs designed to promote the exchange of ideas among members and to facilitate the conduct of their business; collects and disseminates information pertaining to the shopping center industry, including statistical data and other statistical research; develops and maintains professional certification programs to encourage high standards for shopping center professionals; advocates the interest of the shopping center industry to local, state/provincial, federal and international governmental bodies; and publicizes to the public promotional and educational shopping center business information.

The City Council will be represented at the conference by Mayor Larry G. Burrola, Councilmembers Mark A. Breceda and Manuel R. Garcia, City Manager Julian A. Miranda, and Assistant to the City Manager Iris Espino. The City's previous participation in the conference has allowed it to sell former redevelopment sites and attract commercial opportunities. The City's involvement in the ICSC 2025 annual conference serves the valid public purpose of promoting the City's economic and business development.

Fiscal Impact:

The estimated cost for the conference is approximately $2,200 per person, which covers registration and travel accommodations. For the three Council members and two staff members, the total expense amounts to $11,000. Funding for this conference has already been appropriated in the FY 2024-2025 adopted Budget.

Attachments:

1. Resolution 2025-25-3612 ICSC Travel(1058618.1)

2. ICSC Schedule at a Glance

RESOLUTION 2025-25-3612

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE OUT-OF-STATE TRAVEL TO THE 2025 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA FOR THREE CITY COUNCILMEMBERS AND TWO STAFF MEMBERS

WHEREAS, every year in May, the International Council of Shopping Centers (ICSC) holds its annual conference in Las Vegas, Nevada to advance the shopping center industry and promote its role in the commercial distribution of consumer goods and services; and

WHEREAS, cities throughout the nation send representatives to promote retail opportunities and attract quality businesses and jobs; and

WHEREAS, the conference provides educational programs and publications in all aspects of shopping center development, finance, management, marketing and other specialized areas of professional interest; holds meetings and other programs designed to promote the exchange of ideas among members and to facilitate the conduct of their businesses; collects and disseminates information about the shopping center industry, including statistical data and other statistical research; develops and maintains professional certification programs to encourage high standards for shopping center professionals; advocates the interest of the shopping center industry to local, state/provincial, federal and international governmental bodies; and publicizes to the general public promotional and educational shopping center business information; and

WHEREAS, the City of Irwindale will be represented at the conference by three councilmembers and two staff members; and

WHEREAS, attending the conference will benefit the City and the community it serves by promoting the City's economic and business development.

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

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

SECTION 2. The City Council hereby finds that the City's participation in the 2025 International Council of Shopping Centers (ICSC) Conference in Las Vegas, Nevada serves the valid public purpose of promoting the City's economic and business development and approves out-of-state travel for three City Councilmembers and two staff members to represent the City at the 2025 ICSC Conference.

SECTION 3. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall take effect immediately.

PASSED, APPROVED AND **ADOPTED** this 12th day of March 2025.

_____
Larry G. Burrola, 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. 2025-25-3613 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 12th day of March 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk



ICSC LAS VEGAS is our premier event and takes place annually in May. It is a two- to three-day gathering of dealmakers and industry experts, who are driving innovation and evolution in commercial real estate.

Schedule At-a-Glance*

Saturday, May 17

9:00 am – 5:00 pm • Badge Pickup (only) • Airport
9:00 am – 5:00 pm • Badge Pickup & Registration • LVCC
12:00 – 7:00 pm • Badge Pickup & Registration • Wynn

Sunday, May 18 • Wynn
8:00 am – 5:00 pm • Badge Pickup (only) • Airport
8:00 am – 5:00 pm • Badge Pickup & Registration • LVCC
8:00 am – 7:30 pm • Badge Pickup & Registration
12:00 – 12:45 pm • Keynote Presentation #1
1:00 – 4:15 pm • Professional Development Workshops
4:30 – 5:15 pm • Keynote Presentation #2
5:30 – 7:30 pm • Opening Reception
6:15 – 8:00 pm • ICSC Global Awards Ceremony

Monday, May 19 • LVCC
6:30 am – 5:00 pm • Badge Pickup & Registration
8:00 am – 5:00 pm • Exhibit Hall Open
10:00 am – 4:30 pm • Sessions

Tuesday, May 20 • LVCC
7:00 am – 3:00 pm • Badge Pickup & Registration
8:00 am – 3:00 pm • Exhibit Hall Open
10:00 am – 12:00 pm • Sessions

**Times are subject to change.*

Registration Fees*

Standard Rate (ends May 15, 2025, at 11:59 pm EST)
Member • **$1,050**
Non-Member • **$2,075**
Retailer Member • **$0**
Student Member • **$50**

On-Site Rate (starts May 16, 2025, at 12:00 am EST)
Member • **$1,525**
Non-Member • **$2,075**
Retailer Member • **N/A**
Student Member • **N/A**

*All cancellations are subject to a $100 cancellation fee for members and non-members and $25 for student members. Refunds will not be given for cancellations received after 4:59 pm ET on **March 31, 2025**. All requests for

refunds must be received by ICSC in writing.

Hotel Reservations

- Rooms for ICSC LAS VEGAS book up fast. For discounted rates, reserve your hotel stay via onPeak, our official hotel partner, today. Hotel reservations are available on a first-come, first-served basis.
- **New policy for Wynn/Encore bookings and cancellations**: Attendees must be registered for ICSC LAS VEGAS before booking their room. Any rooms reserved under a name not registered for ICSC LAS VEGAS will be canceled. This policy does not apply to other hotels in the block. Any room cancellations after **February 28, 2025**, will be charged a cancellation fee equal to one night's room plus tax.
- **Notice to all ICSC Members:** Please be advised that ICSC will only contact you through onPeak, ICSC's official hotel provider. Any other email or phone solicitations offering hotel bookings are unauthorized and should be disregarded as spam notices. **Questions?** Contact onPeak at (855) 992-3353 or icsc@onpeak.com.

Book Hotel

Exhibitor Information

Please contact Londy Alvarez at lalvarez@icsc.com, Kim Romano at kromano@icsc.com, or Keith Colavito at kcolavito@icsc.com to reserve your space.
Become an ICSC Member and take advantage of member pricing.

For meeting room space at the Las Vegas Convention Center, please contact Kim Romano kromano@icsc.com.

What's included:

- $16.50 per sq. ft (Member pricing) / $33.00 per sq. ft (Non-Member pricing)

- 8' back and side wall drape (except island and peninsula booths)
- Gray booth carpet
- Badges (based on booth size)
- Listing in digital directory

Sponsorship Opportunities

Contact Carlos Baudett at cbaudett@icsc.com to explore sponsorship & advertising opportunities.

Your Privacy Is Our Priority
ICSC does not sell its attendee lists, and no third party is authorized to distribute or sell any attendee lists related to our events. Should you receive any solicitations offering such lists, we encourage you to block the sender, delete the email and report scammers to the U.S. Federal Trade Commission fraud division.

Event Conduct
Additionally, the goal of ICSC events is to provide a welcoming, congenial atmosphere for Marketplaces Industry professionals to connect with peers, conduct business and learn more about relevant topics. As a reminder, we expect all attendees and exhibitors at ICSC events to treat fellow attendees, speakers, service providers and the ICSC team with the utmost respect. We do not tolerate disruptive, harassing, hateful or harmful language or conduct including name calling or otherwise provoking an individual regarding a particular topic, specifically as it relates to non-business issues. Additionally, please do not bring material related to political or social issues—such as flags, banners or signs—to the event, as such items may distract from the purpose of the event.
Read ICSC's Event Terms and Conditions and our Event FAQs for more information.

Follow us for the latest event news and updates.

About this event series

The ICSC Premier event series are our must-attend annual global gatherings of the Marketplaces Industry's networked community of dealmakers, negotiators and moneymakers.

Details

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13922 Registered

JG

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VP/CEO/CFO
Lewis Retail Centers

RA

Raul Alvarez
City Manager
City of Montebello



Thinley Choden Chadha
Managing Director
Lease Admin Consulting

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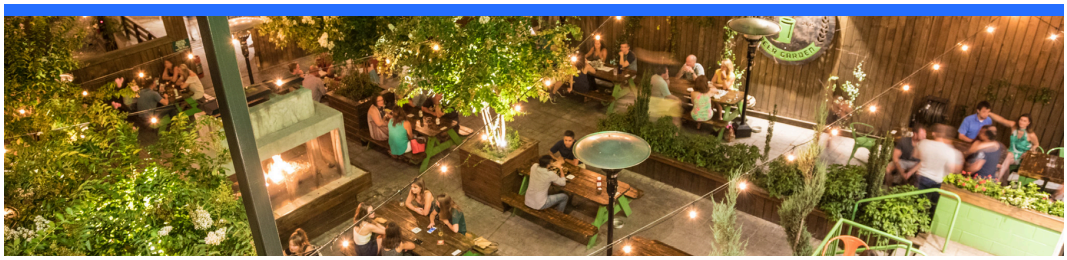
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Featured events



ICSC+OAC
March 10-12, 2025
510 Water Street

Tampa, Florida, United States



ICSC@CAROLINAS
March 18-19, 2025
501 South College St.
Charlotte, North Carolina, United States



ICSC@MONTEREY
March 24-26, 2025
Monterey Conference Center
Monterey, California, United States

Item #19.H.

City of
IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Adopting Irwindale's Energy Resilience Action Plan

City Manager's Recommendation:

Adopt Resolution No. 2025-24-3612 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING IRWINDALE'S ENERGY RESILIENCE ACTION PLAN (ERAP) AND AUTHORIZING THE MAYOR TO SIGN THE ERAP COMMITMENT LETTER".

Administrative Action:

Submitted by:
Elizabeth Rodriguez, Public Services Director



Prepared by:



Aundrea Butler, Management Analyst

Reviewed by:

Adrian R. Guerra, City Attorney





Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

In June 2022, staff was informed by the San Gabriel Valley Council of Governments (SGVCOG) that the City of Irwindale was selected to participate in a pilot initiative to develop an Energy Resilience Action Plan (ERAP) at no cost to the city. The SGVCOG has been a longtime partner with Southern California Regional Energy Network (SoCalRen) and together these agencies were able to secure funding to provide an exciting new tool to deep dive into energy and climate resiliency planning for three San Gabriel Valley agencies, Irwindale being one of them.

An ERAP is a robust and data-driven report that provides a roadmap for agencies to identify and implement strategies for building energy resilient communities. Through this report, agencies develop interactive maps that identify the intersection of socioeconomic climate risk indicators with energy infrastructure and vulnerability. Data-based analysis is used along with actionable strategies to support development of energy resiliency hubs, as well as a robust collection of resilience planning resources and references.

During the past two and a half years, the Public Services Maintenance Staff has worked together with SGVCOG and SoCalRen staff on developing an ERAP. Staff provided these agencies with access to the City's gas and electricity usage, floor/site plans, electrical/mechanical plans and much more for City facilities such as City Hall, Irwindale Police Department, Irwindale Senior Center/Annex Building, and the Dan Diaz Recreation Center/Irwindale Public Library. Additionally, from May to October 2023, the SGVCOG launched a community outreach campaign to receive feedback from the City of Irwindale residents through virtual and in-person surveys. SGVCOG attended MariachiFest to distribute the in-person survey.

After all data was gathered, SoCalRen drafted the ERAP, which includes an overview of the City of Irwindale, a resilience hub opportunity assessment, project implementation scenarios, detailed facility recommendations, new steps, and a funding and financial guide. The ERAP will be used to assist staff in applying for future community resilience grants.

As part of the pilot program at no cost to the city, the SGVCOG and SoCalREN are requesting the Mayor sign an ERAP Commitment Letter stating it commits to integrating the findings from the ERAP into various planning documents, including but not limited to the City of Irwindale's General Plan, Climate Action Plan, Hazard Mitigation Plan, Capital Improvement Plan and Emergency Preparedness Plan.

Fiscal Impact:

There is no fiscal impact to the General Fund to develop and adopt the Energy Resilience Action Plan (ERAP).

Attachments:

1. Irwindale's Energy Resilience Action Plan (ERAP) - RESOLUTION(1058332.1)
2. Irwindale's Energy Resilience Action Plan (ERAP) Commitment Letter
3. Irwindale's Energy Resilience Action Plan (ERAP) Final Report With Appendix

RESOLUTION NO. 2025-24-3612

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING IRWINDALE'S ENERGY RESILIENCE ACTION PLAN (ERAP) AND AUTHORIZING THE MAYOR TO SIGN THE ERAP COMMITMENT LETTER

WHEREAS, the San Gabriel Valley Council of Governments (SGVCOG) and the Southern California Regional Energy Network (SoCalRen) worked together to secure funding to collect data to create an Energy Resilience Action Plan (ERAP) for three San Gabriel Valley agencies; and

WHEREAS, in June of 2022, the City of Irwindale was selected as one of the three San Gabriel Valley agencies to participate in a pilot initiative to develop an ERAP at no cost to the city; and

WHEREAS, an ERAP is a robust and data-driven report that provides a roadmap for agencies to identify and implement strategies for building an energy resilient community; and

WHEREAS, Public Services Maintenance Staff worked closely with the SGVCOG and SoCalREN for two and a half years gathering data and drafting an ERAP for the City of Irwindale; and

WHEREAS, the ERAP includes an overview of the City of Irwindale, a resilience hub opportunity assessment, project implementation scenarios, detailed facility recommendations, new steps, and a funding and financial guide; and

WHEREAS, the ERAP is required to be adopted by resolution to make it an official city document to be used as a resource tool when applying for future community resilience grants and establish capital improvement projects; and

WHEREAS, as part of the pilot program at no cost to the city, the SGVCOG and SoCalREN are requesting the Mayor sign an ERAP Commitment Letter stating it commits to integrating the findings from the ERAP into various planning documents, including but not limited to the City of Irwindale's General Plan, Climate Action Plan, Hazard Mitigation Plan, Capital Improvement Plan and Emergency Preparedness Plan.

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 hereby adopts Irwindale's Energy Resilience Action Plan as attached to this resolution as Exhibit B and authorizes the Mayor to sign the commitment letter attached to this resolution in Exhibit A.

SECTION 3. 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 4. 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 12th day of March, 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura Nieto,
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. 2025-24-3612 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 12th day of March 2025, by the following vote:

Councilmembers:

NOES:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None
ABSENT:	Councilmembers:	None

_____
Laura Nieto

Chief Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE
ENERGY RESILIENCE ACTION PLAN COMMITMENT LETTER

EXHIBIT B

CITY OF IRWINDALE'S ENERGY RESILIENCE ACTION PLAN (ERAP)

[STARTS ON THE NEXT PAGE]

City of Irwindale
Energy Resilience Action Plan Commitment Letter

The City of Irwindale's Energy Resilience Action Plan (ERAP) aims to address the growing impacts of climate change. Developed in collaboration with the Southern California Regional Energy Network (SoCalREN) and the San Gabriel Valley Council of Governments (SGVCOG), the City of Irwindale's ERAP enhances the energy resilience of critical infrastructure and future resilience hub locations. By incorporating data-driven analysis and stakeholder input into the planning and development process, the City of Irwindale's ERAP serves as an actionable roadmap for near-term to long-term energy resilience strategies that will best serve the community.

As stewards of the community's well-being, the City of Irwindale recognizes the urgency of creating a roadmap that charts an actionable path toward resilience. Enhancing resilience offers new opportunities for equity, ensuring that all communities have the resources necessary to thrive. A critical aspect of improving energy resilience is assessing energy infrastructure, which faces mounting pressure from climate change. To safeguard against potential disruptions during heatwaves, extreme weather events, and Public Safety Power Shutoffs (PSPS), the City of Irwindale has identified critical facilities and services that will be essential to the community to access during times of need.

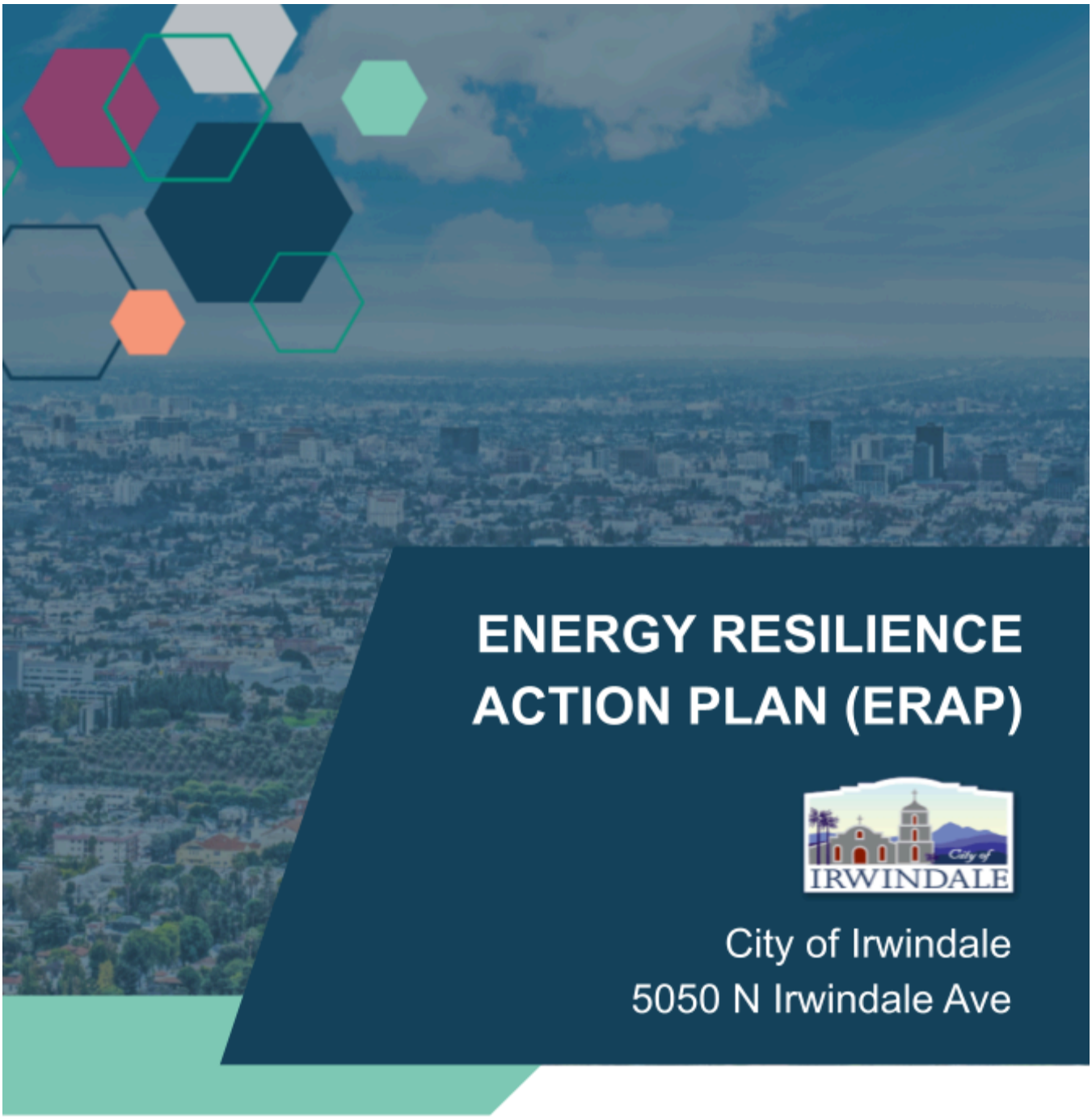
The ERAP program has provided the City of Irwindale with a framework of energy-efficiency and resilience measures that will help the City of Irwindale become more resilient and adaptable for the future. The City of Irwindale's commitment to integrate and adopt the ERAP findings into future planning processes ensures that its strategies are seamlessly incorporated into the City of Irwindale's broader operational framework and establishes implementation pathways for key energy resilience measures.

This formal, non-binding endorsement provides the authority and resources to advance the strategies identified through the ERAP. The City of Irwindale commits to integrating the findings from the ERAP into various planning documents, including but not limited to the City of Irwindale's General Plan, Climate Action Plan, Hazard Mitigation Plan, Capital Improvement Plan, and Emergency Preparedness Plan.

Printed Name: Larry G. Burrola _____ Signature: _____

Title: Mayor, City of Irwindale _____ Date: _____

Attachment: City of Irwindale's Energy Resilience Action Plan (ERAP) Report



ENERGY RESILIENCE ACTION PLAN (ERAP)

City of Irwindale
5050 N Irwindale Ave

December 16, 2024

525 Technology Drive, STE 350
Irvine CA 92840

Prepared by:

Southern California REGIONAL ENERGY NETWORK

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Introduction

City of Irwindale's Energy Resilience Action Plan (ERAP) aims to address the growing impacts of climate change. Developed in collaboration with the Southern California Regional Energy Network (SoCalREN) and the San Gabriel Valley Council of Governments (SGVCOG), City of Irwindale's ERAP enhances the energy resilience of critical infrastructure and future resilience hub locations. By incorporating data-driven analysis and stakeholder input into the planning and development process, City of Irwindale's ERAP serves as an actionable roadmap for near-term to long-term energy resilience strategies that will best serve the community.



Resilience refers to the capability to anticipate, prepare for, respond to, and recover from significant multi-hazard threats with minimum damage to social well-being, the economy, and the environment.[1]

As stewards of the community's well-being, City of Irwindale recognizes the urgency of creating a roadmap that charts an actionable path toward resilience. Enhancing resilience offers new opportunities for equity, ensuring that all communities have the resources necessary to thrive. A critical aspect of improving energy resilience is assessing energy infrastructure, which faces mounting pressure from climate change. To safeguard against potential disruptions during heatwaves, extreme weather events, and Public Safety Power Shutoffs (PSPS), City of Irwindale has identified critical facilities and services that will be essential for the community to access during times of need.

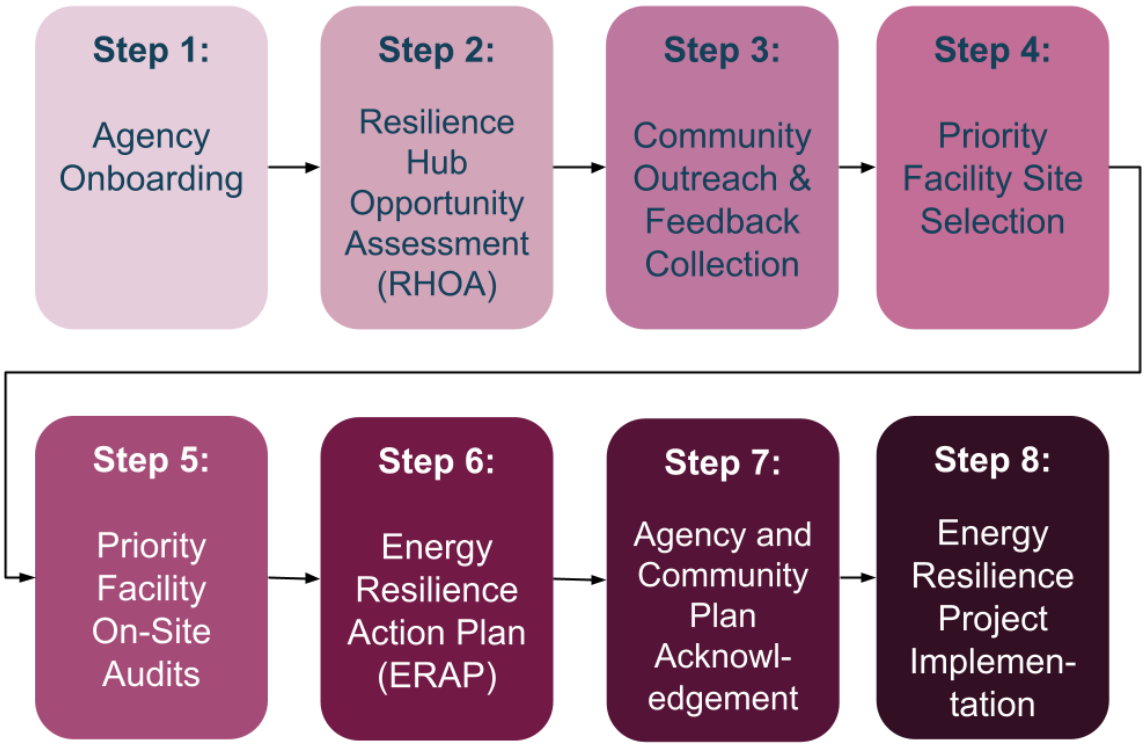
ERAP Program Process

The process begins with agency onboarding, where SoCalREN and SGVCOG meet with the public agency to start program coordination efforts. A Resilience Hub Opportunity Assessment (RHOA) is then conducted to evaluate potential sites for resilience hubs and critical facilities. Community outreach is then carried out to gather input from local stakeholders and ensure alignment with community needs. Based on this input, the agency selects one or more priority facilities, and on-site audits are performed to assess the energy efficiency and resilience requirements of these facilities. These steps culminate in the development of the ERAP, detailing strategies to improve energy resilience. Once the ERAP is acknowledged by agency leadership and the community, energy project implementation takes place to execute the planned projects and enhance energy efficiency and resilience in the community.

The ERAP development process follows the steps outlined in Figure 1 below.

[1] Environmental Protection Agency, Communities, Resilience & Remediation

Figure 1. ERAP Process Overview



City of Irwindale's ERAP development process utilized a data-driven analytical approach to identify intersections of socioeconomic factors, climate risks, energy infrastructure, and other vulnerability indicators to support recommended energy efficiency and resilience measures in critical facilities and future resilience hub locations. City of Irwindale's ERAP also lays the groundwork for future resilience investments and securing funding for implementation. Collectively, these components form a framework to enhance the resilience of critical infrastructure and will support the future development of resilient community spaces.

Support and partnership for the ERAP report was provided by the following programs and agencies:

SoCalREN

SoCalREN Public Agency Programs offer no-cost services designed to help public agencies achieve lasting energy and cost savings. SoCalREN is administered by the County of Los Angeles and funded by California utility ratepayers under the auspices of the California Public Utilities Commission.

SGVCOG
San Gabriel Valley Council of Governments

The San Gabriel Valley Council of Governments (SGVCOG) is a joint powers authority and regional planning agency serving 31 member cities, unincorporated communities, and two County supervisorial districts. SGVCOG addresses regional challenges, promotes growth, and advocates for policies to enhance quality of life.

U.S. Department of ENERGY

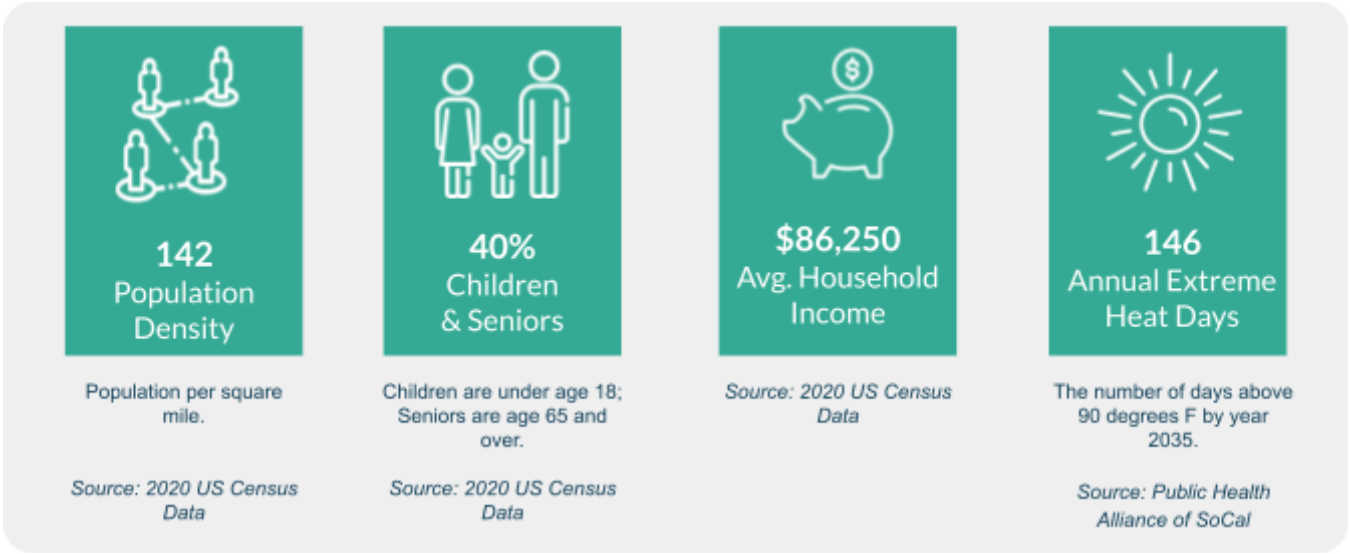
The U.S. Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program helps public agencies implement strategies to reduce energy use and fossil fuel emissions. EECBG funds supported the technical assistance for distributed energy resources in the ERAP report, to bridge gaps in California utility ratepayer funding.

City of Irwindale Overview

City of Irwindale is located in Los Angeles, California, and close to major freeways such as the 210 and 605. Founded in 1957, the City of Irwindale is also known as "Jardin de Roca," which is Spanish for "Garden of Rocks." With a population of 1,365 residents, the City of Irwindale is governed by a mayor at-large and five council members. The City of Irwindale is actively working on energy resilience and sustainability initiatives, including participation in SoCalREN programs and efforts to improve critical infrastructure through renewable energy and energy efficiency measures.

Community Demographics

Examining key community demographics highlights the urgent need for targeted efforts to protect and support City of Irwindale's vulnerable communities. By examining population density, average household income, percentage of children and seniors, and the number of extreme heat days, City of Irwindale can achieve a more comprehensive understanding of the vulnerabilities facing its community.

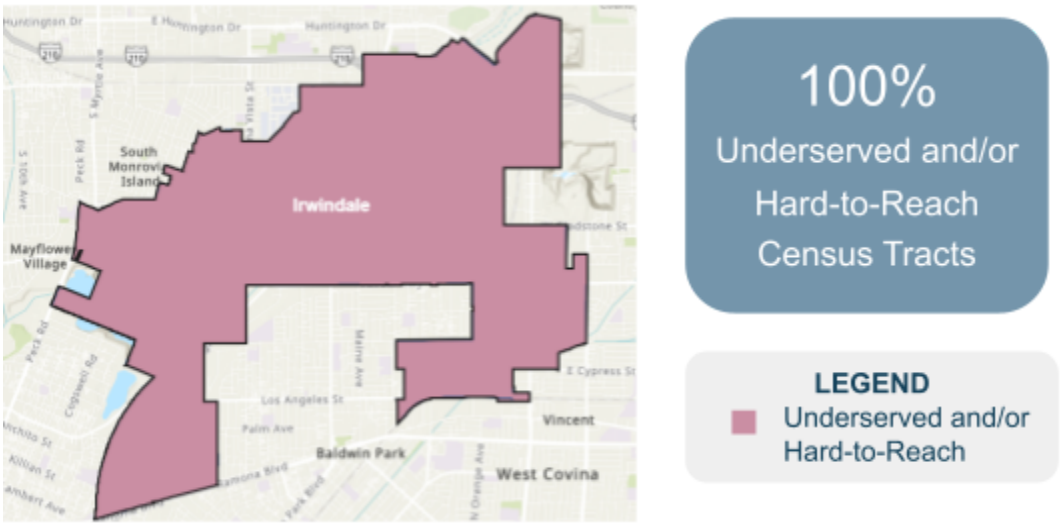


Underserved and hard-to-reach[2] populations face heightened exposure to environmental hazards and socioeconomic challenges, which increases their vulnerability to the impacts of climate change. It is crucial to plan for equitable resilience and resource allocation for low-income and historically marginalized communities.

[2] Underserved and Hard-to-Reach are defined by meeting at least one of the following definitions: 'Disadvantaged Communities (DAC)' per CalEnviroScreen 4.0 and/or subdivision (g) of Section 75005 of the Public Resources Code, 'Low Income Communities' per paragraph (2) of subdivision (d) of Section 39713 of the Health and Safety Code and/or classified as "very low-income" by California's Department of Housing and Community Development, 'Title 1 School' per the California Department of Education, 'Rural Communities' per the Rural-Urban Commuting Area (RUCA) code assessment and outside of a metropolitan area core, 'Free and Reduced Price Meal (FRPM)' eligible, 'California Native American Tribe' , or located outside the Bay Area, Los Angeles, Sacramento, and San Diego metropolitan areas.

Two commonly used metrics for identifying underserved or hard-to-reach populations are disadvantaged community status and low-income community status. Disadvantaged community status, as defined by CalEnviroScreen 4.0, is largely determined by pollution burden, which reflects potential exposure to pollutants and adverse environmental conditions. According to CalEnviroScreen 4.0, the average pollution burden within the City of Irwindale falls in the 100 percentile. Low-income areas are defined as census tracts where the median household income is at or below 80 percent of the statewide median. Within the City of Irwindale, 100% of census tracts meet this low-income threshold. Communities with higher pollution burden and a larger percentage of low-income households often face heightened environmental risks and socioeconomic challenges, underscoring the need for resilience centers to address these vulnerabilities.

Map 1. City of Irwindale's Underserved and/or Hard-to-Reach Census Tracts



Energy Profile

Understanding current energy consumption across city-owned assets provides a baseline as the City of Irwindale plans for future energy projects recommended in the report. Additionally, as the City of Irwindale focuses on energy resilience, understanding historical grid outages drives home the importance of reducing its reliance on grid infrastructure to provide essential services.

2,452,700 kWh
Annual Electricity Use

11,700 Therms
Annual Natural Gas Use

Annual electricity and natural gas consumption across all city-owned assets between August 2019 to August 2020.

30 Electric Circuits
serving customers in agency boundary

159 minutes
on average without power due to sustained outages

Resilience Hub Opportunity Assessment

City of Irwindale's **Resilience Hub Opportunity Assessment (RHOA)**, developed by SoCalREN in 2022 and presented to city staff on November 30, 2022, provides a preliminary analysis of city facilities and their resilience potential. The list of critical facilities in the RHOA are either existing or potential community resilience hub locations (as provided to SoCalREN by the City of Irwindale in July 2022. Two facilities were excluded from the facility ranking, because they are not publicly accessible and therefore are not suitable as a potential resilience hub.

A **resilience hub** is a community-serving facility that is augmented to support residents and coordinate resource distribution and services before, during or after a disruption.[3]

The RHOA evaluated seven parameters to determine resilience hub potential. Facilities were assigned a *"low, medium, or high"* resilience hub potential for each parameter, and then given a final ranking based on their total average score. The 'Detailed Facility Recommendations' section contains a parameter breakdown and final ranking for each facility.

Community Services & Existing Solar

What: Indicates if a facility (a) provides community services in a conditioned space and (b) has existing photovoltaic technology.

Why: Existing community gathering spaces with existing solar are ideal resilience hub locations.

Electric Grid Outage History

What: An aggregated average of annual outage duration and outage frequency scores for a facility's circuit from 2018-2021.

Why: Areas with more frequent and longer outages have a higher need for resilience hubs.

Healthy Places Index (HPI)

What: Combines 25 community characteristics, like access to healthcare, housing, and education into a single indexed score.

Why: Areas with less health equity have a higher need for resilience hubs.

Walkability

What: A measure of how a facility supports safe, convenient, and pleasant access to people and places.

Why: Facilities with greater walkability have a greater opportunity to serve as resilience hubs.

Heat Health Action Index (HHAI)

What: Statistically weighted result of aggregated social, health, and environmental indicators, intended to represent overall heat vulnerability.

Why: Areas with greater heat vulnerability have a higher need for resilience hubs.

Pollution Burden

What: The potential exposures to pollutants and the adverse environmental conditions caused by pollution.

Why: Areas with greater pollution burden have a higher need for resilience hubs.

[3] Urban Sustainability Directors Network

After a comprehensive review of the RHOA facility rankings, the City of Irwindale began gathering valuable community input by administering virtual and in-person surveys from May 2023 to October 2023. Survey questions were focused on top facilities identified through the RHOA, with an emphasis on programming and services to be offered at a future resilience hub.

Survey results were tabulated by SGVCOG and discussed with City of Irwindale and SoCalREN on November 15, 2023. Through continuous discussions with key agency stakeholders, City of Irwindale identified and prioritized the following 4 facilities for in-depth analysis of their energy efficiency and resilience opportunities. These sites were selected based on their strong potential to operate as resilience hubs, and/or provide essential support to the City of Irwindale's critical operations, as noted in the table below.

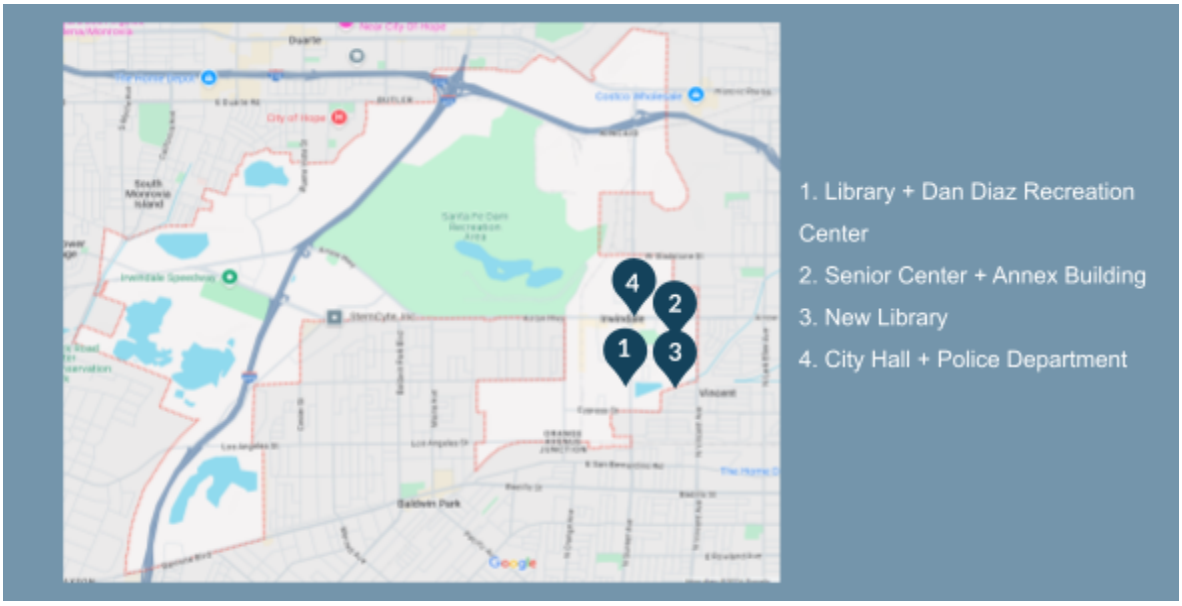
Table 1. Priority Facilities for Energy Resilience

Facility	Agency Ranking (by agency priority)	Agency Reasoning*	RHOA Ranking (by resilience hub potential)	Pollution Burden (0 = low; 100 = high)	Avg. Annual Outage Duration^ (longer outage = less reliable circuit)	Walk Score® (0 = low; 100 = high)
Library + Dan Diaz Recreation Center	1st	RH	2nd	100	71 minutes	44
Senior Center + Annex Building	2nd	RH	1st	100	57 minutes	57
New Library	3rd	RH	N/A	N/A	N/A	N/A
City Hall + Police Department	4th	CI	3rd	100	71 minutes	51

*RH = Resilience Hub / *CI = Critical Infrastructure

^Based on the circuit reliability history for the circuit that serves each facility.

Map 2. Priority Facilities for Energy Resilience by Location



Project Implementation Scenarios

The City of Irwindale's ERAP outlines three implementation phases—Initial, Intermediate, and Advanced—each progressively increasing the scope and depth of energy projects to ensure maximum resilience and operational reliability. Following the adoption of the ERAP, the City of Irwindale will select the most feasible scenario to begin with and subsequently address the remaining scenarios as part of a long-term strategy.

1. INITIAL IMPLEMENTATION

Implement energy and water efficiency projects at all four sites and implement energy resilience and EV projects at the highest priority site: Library + Dan Diaz Recreation Center.

2. INTERMEDIATE IMPLEMENTATION

Implement energy and water efficiency projects at all four sites and implement energy resilience and EV projects at the two highest priority sites: Library + Dan Diaz Recreation Center and Senior Center + Annex Building.

3. ADVANCED IMPLEMENTATION

Implement energy efficiency, water efficiency, energy resilience, and EV projects at all sites.

Table 2. Implementation Scenario Comparison

	Lowest	Resilience & Operation Reliability	Highest
Sites	**Initial**	**Intermediate**	**Advanced**
Library + Dan Diaz Recreation Center			
Senior Center + Annex Building			
New Library			
City Hall + Police Department			
GHG Reduction Potential (MTCO2e)	**54**	**77**	**117**
Net Project Cost ($)	**$586,095**	**$913,335**	**$1,241,887**
Hours of Autonomy of Resilience Project	**1,319**	**1,570**	**1,814**

KEY: Energy/Water Efficiency Projects:  Energy Resilience/EV Projects: 

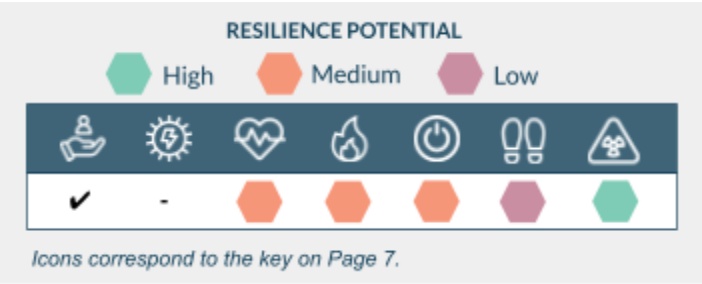
Detailed Facility Recommendations

Library + Dan Diaz Recreation Center

The Library + Dan Diaz Recreation Center was selected as the highest priority facility for energy efficiency and energy resilience retrofits based on its need and capacity to serve as a potential resilience hub for the community.

Facility Characteristics	
Year Built	1970s
Gross Floor Area	22,855 sq ft
Roof Age	1 year old
Existing Solar & Battery Storage	None
Resilience Designation	Potential
Annual Energy Consumption	189,969 kWh 1,858 Therms



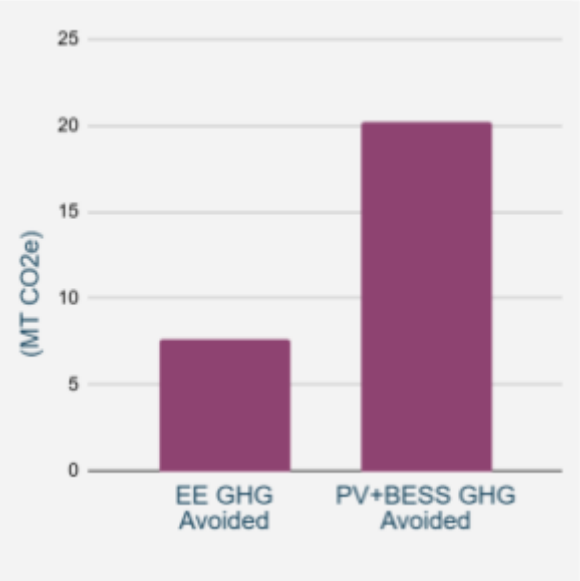


Icons correspond to the key on Page 7.

Following a site visit in May 2024, the following opportunities were identified at the Library + Dan Diaz Recreation Center as strategies to decrease overall energy consumption and maximize energy resilience. Benefits of this project include improving safety and reliability, increasing occupant comfort, reducing maintenance costs, hedging against increasing utility costs, and reducing greenhouse gas emissions.

As represented in the figure on the right, the Library + Dan Diaz Recreation Center can avoid an estimated 89.5 MT CO2e in GHG emissions, by implementing the proposed strategies.

Figure 2. Emissions Reduction Potential



Library + Dan Diaz Recreation Center Energy and Water Efficiency Opportunities

Improving energy and water efficiency is critical for boosting energy resilience by lowering energy consumption and reducing reliance on external sources. The tables below contain high-level estimates[4] of energy and water savings and costs for the opportunities identified during the site audit. See the Appendix for detailed information about these opportunities.

Table 3. Energy Efficiency Opportunity Summary

Opportunity	Electric Savings (kWh/yr)	Gas Savings (therms/yr)	Energy Cost Savings ($/yr)	Gross Project Cost ($)	Incentive ($)
Flat Panel LED Lighting throughout	22,796	-91	6,837	$56,991	$4,559
Lighting Occupancy Sensors	4,559	-18	1,368	$7,000	$912
Replace (1) 100 & (1) 50 gallon natural gas storage water heaters with Heat Pump Water Heaters (HPWH)	-3,309	299	-427	$44,630	$7,290
TOTALS	**24,046**	**190**	**$7,778**	**$108,621**	**$16,761**

Table 4. Water Efficiency Opportunity Summary

Opportunity	Number of Fixtures	Water Savings (gal/yr)	Water Cost Savings ($/yr)	Electric Savings (kWh/yr)	Electric Cost Savings ($/yr)	Gross Project Cost ($)	Incentive ($)
Install Faucet Aerators on sinks to reduce hot water usage	14	3,159	$ 17	213	$66	$683	$266
Low Flow Toilets	10	13,760	$ 73	0	-	$3,500	$0
Low Flow Urinals	6	2,477	$ 13	0	-	$2,100	$0
TOTALS	**30**	**19,396**	**$103**	**213**	**$66**	**$6,283**	**$266**

Library + Dan Diaz Recreation Center Energy Resilience Opportunities

[4] The following information represents a high-level estimate. Investment-grade calculations are necessary for formal decision-making and project investments. Estimates are current as of 12.2024 and are subject to change at any time.

Energy resilience is essential for ensuring a stable energy supply, as it involves strengthening the system to withstand disruptions and maintain functionality. The table below contains high-level estimates[5] of energy savings and costs for the opportunities identified during the site audit. See the Appendix for detailed information about these opportunities.

Table 5. Energy Resilience Opportunity Summary

Opportunity	1- Year Electric Generation (kWh/yr)	Hours of Autonomy (Critical Power 100%)	Year-1 Electric Cost Savings ($)	$ / Watt Solar $ / kWh Battery	Gross Project Cost ($)	Incentive ($)
PV and Battery Energy Storage System (BESS)	73,094	1,319	$499,110	$0.43/Watt	$5,315	$400



Irwindale Dan Diaz Rec Center Gym

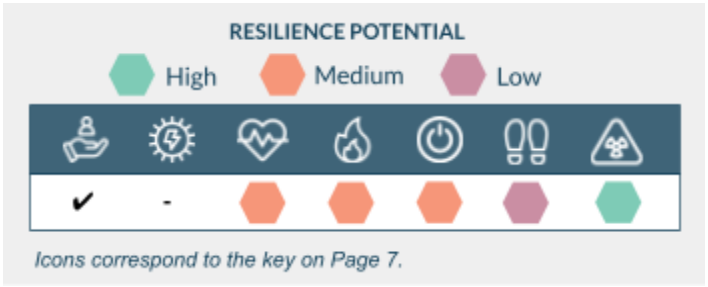
[5] The following information represents a high-level estimate. Investment-grade calculations are necessary for formal decision-making and project investments. Estimates are current as of 12.2024 and are subject to change at any time. Energy resilience and EV measure identification was funded through Los Angeles County's federal Energy Efficiency and Conservation Block Grant (EECBG) Program allocation.

Senior Center + Annex Building

The Senior Center + Annex Building was selected as the second highest priority facility for energy efficiency and energy resilience retrofits based on its need and capacity to serve as a potential resilience hub for the community.

Facility Characteristics	
Year Built	1985
Gross Floor Area	20,678 sq ft
Roof Age	3 years old
Existing Solar & Battery Storage	None
Resilience Designation	Existing Cooling Center
Annual Energy Consumption	220,204 kWh 2,296 Therms



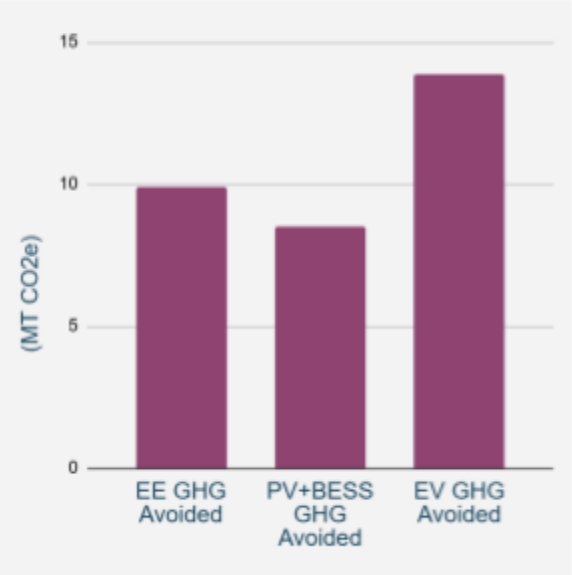


Icons correspond to the key on Page 7.

Following a site visit in May 2024, the following opportunities were identified at the Senior Center + Annex Building as strategies to decrease overall energy consumption and maximize energy resilience. Benefits of this project include: improving safety and reliability, increasing occupant comfort, reducing maintenance costs, hedging against increasing utility costs, and reducing greenhouse gas emissions.

As represented in the figure on the right, the Senior Center + Annex Building can save an estimated 104.5 MT CO2e in GHG emissions, by implementing the proposed strategies.

Figure 3. Emissions Reduction Potential



Senior Center + Annex Building Energy and Water Efficiency Opportunities

Improving energy and water efficiency is critical for boosting energy resilience by lowering energy consumption and reducing reliance on external sources. The tables below contain high-level estimates[6] of energy and water savings and costs for the opportunities identified during the site audit. See the Appendix for detailed information about these opportunities.

Table 6. Energy Efficiency Opportunity Summary

Opportunity	Electric Savings (kWh/yr)	Gas Savings (therms/yr)	Energy Cost Savings ($/yr)	Gross Project Cost ($)	Incentive ($)
Flat Panel LED Lighting throughout	26,424	-106	$7,892	$66,061	$5,285
Lighting Occupancy Sensors	5,285	-21	$1,578	$8,000	$1,057
Circulating Block Heater	3,720	0	$1,149	$1,750	$920
Replace (1) 100 & (1) 80 gallon natural gas storage water heaters with Heat Pump Water Heaters (HPWH)	-4,688	398	-$437	$69,634	$7,480
TOTALS	**30,741**	**271**	**$10,182**	**$145,445**	**$14,742**

Table 7. Water Efficiency Opportunity Summary

Opportunity	Number of Fixtures	Water Savings (gal/yr)	Water Cost Savings ($/yr)	Electric Savings (kWh/yr)	Electric Cost Savings ($/yr)	Gross Project Cost ($)	Incentive ($)
Install Faucet Aerators on sinks to reduce hot water usage	13	3,159	$17	198	$61	$634	$247
Low Flow Toilets	10	13,760	$73	-	-	$3,500	$0
Low Flow Urinals	3	1,238	$7	-	-	$1,050	$0
TOTALS	**16**	**18,157**	**$97**	**198**	**$61**	**$5,184**	**$247**

[6] The following information represents a high-level estimate. Investment-grade calculations are necessary for formal decision-making and project investments. Estimates are current as of 12.2024 and are subject to change at any time.

Senior Center + Annex Building Energy Resilience Opportunities

Energy resilience is essential for ensuring a stable energy supply, as it involves strengthening the system to withstand disruptions and maintain functionality. The tables below contain high-level estimates[7] of energy savings and costs for the opportunities identified during the site audit. See the Appendix for detailed information about these opportunities.

Table 8. Energy Resilience Opportunity Summary

Opportunity	1- Year Electric Generation (kWh/yr)	Hours of Autonomy (Critical Power 100%)	Year-1 Electric Cost Savings ($)	$ / Watt Solar $ / kWh Battery	Gross Project Cost ($)	Incentive ($)
PV and BESS	30,822	250	$12,563.85	$5.08 / Watt $1630 / kWh	$488,000	$235,250

Table 9. Electric Vehicle Infrastructure Opportunity Summary

EV Charger Type	Number of Charging Ports	EV Charging (kWh/yr)	Estimated Operational Expenses ($/yr)	Estimated Maintenance Expenses ($/yr)	Estimated Revenues ($/yr)	Gross Project Cost ($)	Incentive ($)
Level 2 - 240V 7.7kW (Dual Port)	8	26,188	$12,807	$3,328	$9,397	$181,200	$32,219



Irwindale Senior Center Interior

[7] The following information represents a high-level estimate. Investment-grade calculations are necessary for formal decision-making and project investments. Estimates are current as of 12.2024 and are subject to change at any time. Energy resilience and EV measure identification was funded through Los Angeles County's federal Energy Efficiency and Conservation Block Grant (EECBG) Program allocation.

New Library

The New Library was selected as the third highest priority facility for energy efficiency and energy resilience retrofits based on its need and capacity to serve as a potential resilience hub for the community.

Facility Characteristics	
Year Built	To be finished by 2026
Gross Floor Area	±12,800 sq ft
Roof Age	N/A
Existing Solar & Battery Storage	None
Resilience Designation	Potential
Annual Energy Consumption	N/A



Once site plans are available, SoCalREN can suggest strategies for the New Library to decrease overall energy consumption and maximize energy resilience. Potential measures would improve safety and reliability, increase occupant comfort, reduce maintenance costs, hedge against increasing utility costs, and reduce greenhouse gas emissions.



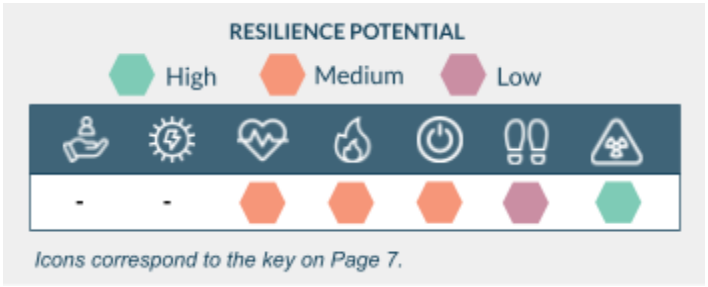
Future Location of Irwindale's New Library

City Hall + Police Department

City Hall + Police Department was selected as the fourth highest priority facility for energy efficiency and energy resilience retrofits based on its need and capacity to serve as a critical operations facility during emergency events (climate-related or other).

Facility Characteristics	
Year Built	1957
Gross Floor Area	20,600 sq ft
Roof Age	6 years old
Existing Solar & Battery Storage	None
Resilience Designation	Potential
Annual Energy Consumption	500,000 kWh 3,630 Therms



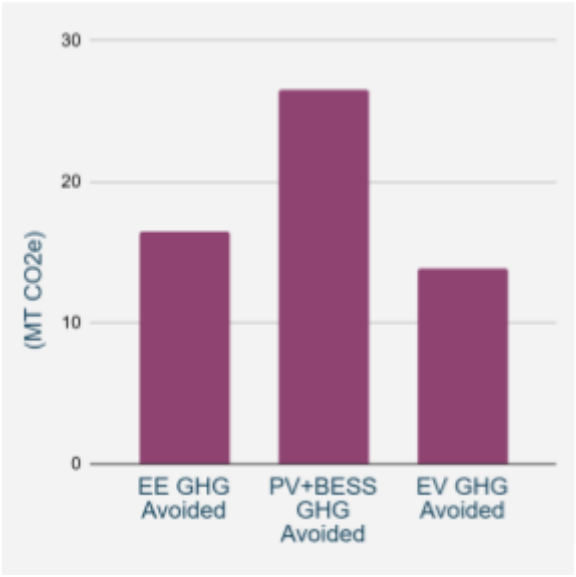


Icons correspond to the key on Page 7.

Following a site visit in May 2024, the following opportunities were identified at City Hall + Police Department as strategies to decrease overall energy consumption and maximize energy resilience. Benefits of this project include improving safety and reliability, increasing occupant comfort, reducing maintenance costs, hedging against increasing utility costs, and reducing greenhouse gas emissions.

As represented in the figure on the right, the City Hall + Police Department can save an estimated 213 CO2e in GHG emissions, by implementing the proposed strategies.

Figure 4. Emissions Reduction Potential



City Hall + Police Department Energy and Water Efficiency Opportunities

Improving energy and water efficiency is critical for boosting energy resilience by lowering energy consumption and reducing reliance on external sources. The tables below contain high-level estimates[8] of energy and water savings and costs for the opportunities identified during the site audit. See the Appendix for detailed information about these opportunities.

Table 15. Energy Efficiency Opportunity Summary

Opportunity	Electric Savings (kWh/yr)	Gas Savings (therms/yr)	Energy Cost Savings ($/yr)	Gross Project Cost ($)	Incentive ($)
Flat Panel LED Lighting throughout	37,501	-150	-$427	$75,001	$7,500
Lighting Occupancy Sensors	7,500	-30	$1,769	$8,000	$1,500
Replace (1) 30 & (1) 75 gallon natural gas storage water heaters with Heat Pump Water Heaters (HPWH)	-3,309	299	-$137	$44,630	$7,290
Optimize HVAC schedules with Wireless T-Stats & Programming	10,000	91	$2,736	$3,500	$2,000
Circulating Block Heater	3,720	0	$939	$1,750	$920
TOTALS	**55,412**	**210**	**$4,880**	**$132,881**	**$19,210**

Table 16. Water Efficiency Opportunity Summary

Opportunity	Number of Fixtures	Water Savings (gal/yr)	Water Cost Savings ($/yr)	Electric Savings (kWh/yr)	Electric Cost Savings ($/yr)	Gross Project Cost ($)	Incentive ($)
Install Faucet Aerators on sinks to reduce hot water usage	17	3,159	$ 17	259	$65	$830	$323
Low Flow Toilets	15	20,640	$ 109	0	$0	$5,250	$0
Low Flow Urinals	7	2,890	$ 15	0	$0	$2,450	$0
TOTALS	**39**	**26,588**	**$141**	**259**	**$65**	**$8,530**	**$323**

[8] The following information represents a high-level estimate. Investment-grade calculations are necessary for formal decision-making and project investments. Estimates are current as of 12.2024 and are subject to change at any time.

City Hall + Police Department Energy Resilience Opportunities

Energy resilience is essential for ensuring a stable energy supply, as it involves strengthening the system to withstand disruptions and maintain functionality. The tables below contain high-level estimates[9] of energy savings and costs for the opportunities identified during the site audit. See the Appendix for detailed information about these opportunities.

Table 17. Energy Resilience Opportunity Summary

Opportunity	1- Year Electric Generation (kWh/yr)	Hours of Autonomy (Critical Power 100%)	Year-1 Electric Cost Savings ($)	$ / Watt Solar $ / kWh Battery	Gross Project Cost ($)	Incentive ($)
PV and Battery Energy Storage System (BESS)	96,181	245	$23,377.32	$4.40 / Watt, $1,120 / kWh	$ 607,000	$ 352,200

Table 18. Electric Vehicle Infrastructure Opportunity Summary

EV Charger Type	Number of Charging Ports	EV Charging (kWh/yr)	Estimated Operational Expenses ($/yr)	Estimated Maintenance Expenses ($/yr)	Estimated Revenues ($/yr)	Gross Project Cost ($)	Incentive ($)
DC Fast Charging - 480V (3 Phase) 50kW1	8	784,768	$202,828	$3,328	$237,346	$ 952,340	$ 178,439



Irwindale City Hall + Police Department Council Chambers

[9] The following information represents a high-level estimate. Investment-grade calculations are necessary for formal decision-making and project investments. Estimates are current as of 12.2024 and are subject to change at any time. Energy resilience and EV measure identification was funded through Los Angeles County's federal Energy Efficiency and Conservation Block Grant (EECBG) Program allocation.

Next Steps

Step 1. Acknowledgement & Integration

To ensure the success of the ERAP, it is critical to secure acknowledgment and/or adoption from the City Manager or higher-level body. This formal endorsement provides the necessary authority and resources to advance the plan. Following this step, presenting the ERAP contents to Council and Board members helps to further validate and support the plan's initiatives. Finally, integrating the ERAP scope into internal planning efforts such as General Plans, Capital Improvement Plans, Climate or Energy Action Plans, Hazard Mitigation Plans, Emergency Management Plans, and Zoning and Land Use Plans ensures that its strategies are seamlessly incorporated into our broader operational framework, promoting a cohesive approach to enhancing energy resilience.

Step 2. Energy Project Implementation

Support from SoCalREN

SoCalREN offers high-level technical assistance, objective third-party expertise, and project staffing for all stages of an energy efficiency project–at no cost to enrolled public agencies. Once approved, SoCalREN will provide detailed project proposals, including cost estimates, energy savings, incentives, and financing application support services for IDSM-related resilience measures, at the agency's request. SoCalREN is designed to address common barriers public agencies face in achieving energy efficiency by offering a range of free services to upgrade their buildings and infrastructure.

- ➔ **SoCalREN's Project Delivery Program Services**: SoCalREN complements and supplements energy saving programs provided by local utilities and other organizations. Through its Project Delivery Program services, SoCalREN offers an unbiased perspective to help educate agencies on their project procurement options, including a formal bidding process, cooperative procurement, self-installation, job order contracting, and sole source procurement. Enrolled agencies have worked with SoCalREN to successfully implement over 850 energy efficiency projects, resulting in significant energy and cost savings. SoCalREN services are customized to each agency's particular needs and provide each enrolled agency with a dedicated project manager to assist agency staff from project identification through completion.

SoCalREN is pending CPUC approval to leverage utility ratepayer funding for technical assistance in the next year (e.g., 2025) for integrated demand-side management (IDSM) project strategies such as solar photovoltaic, battery, and electric vehicle charging station installations. Once approved, SoCalREN will be able to prepare detailed project proposals, including cost estimates, energy savings, incentives, and financing application support services for IDSM-related resilience measures.



Step 3. Resilience Hub Measure and Programming Funding

To support the implementation of the ERAP, SoCalREN will help identify state and federal funding sources to cover the costs of various resilience measures. This includes not only securing funds for immediate resilience upgrades but also obtaining financial support for the development of long-term resilience and community programming. Effective coordination with local, state, and federal agencies will be established to leverage existing programs and resources, creating a collaborative approach to enhance the community's overall energy resilience. This strategy ensures that the ERAP is well-funded, sustainable, and integrated into broader regional efforts.

Funding and Financing Guide

SoCalREN's Funding and Financing Opportunities

SoCalREN's public agency programs offer comprehensive funding and financing support to enrolled agencies primarily with energy efficiency project scope. This support encompasses project financial analysis and assistance with financing and funding option analysis, to help agencies maximize available resources. SoCalREN further assists agencies in assessing the viability of utility, state, and federal loan programs and guides them through the application process. Additionally, SoCalREN lends a hand in navigating utility and other energy program incentive applications, making sure agencies can access every available opportunity to fund their sustainability initiatives.

- ➔ **SoCalREN's Streamlined Savings Pathway**: SoCalREN provides cash incentives to empower public agencies to achieve sustainable energy savings while advancing local and statewide climate objectives. This program supports a variety of eligible projects, including HVAC upgrades, interior and exterior lighting enhancements, retrocommissioning, building envelope improvements, pumping systems, and process optimization. The streamlined application process makes it easy for agencies to access incentives based on their projects' reductions in greenhouse gas emissions. Additionally, underserved facilities—defined as low-income, rural, and disadvantaged communities—qualify for double the incentives.

- ➔ **SoCalREN's Revolving Savings Fund:** SoCalREN offers bridge financing for energy efficiency projects through its Revolving Savings Fund. Revolving Savings Fund is a 0% interest financing tool offered to SoCalREN enrolled agencies to help finance energy efficiency projects. It is a self-replenishing pool of money that serves as a flexible and attractive source of capital that can be used in combination with longer-term financing. Loans can provide upfront construction financing to enable energy projects to move forward sooner. SoCalREN's Revolving Savings Fund can play a crucial role in bridging the gap between project construction and utility financing (see next section), especially when waiting for post-completion financing or during agency budget allocation.

California Investor-Owned Utility and Energy Commission Project Loans

- ➔ **On-Bill Financing (OBF)**: This type of utility financing is available through Southern California Edison and SoCalGas. OBF provides a 0% interest loan and does not impose any fees. Customers can effortlessly repay their loans through their monthly utility bill, simplifying financial management and facilitating investments in energy efficiency and sustainability projects.

- ➔ **California Energy Commission (CEC) 1% ECAA Loan:** This financing option offers a 1% interest loan for energy efficiency and renewable energy generation projects, with a

maximum loan amount of $3 million per application. Applicants are encouraged to contact the Energy Commission to verify availability before applying. The fixed 1% interest rate applies for the entirety of the loan, providing financial predictability. The loan can cover up to 100% of project costs with a simple payback period of up to 17 years. Repayments are made based on the project's energy savings, with loans repaid within a maximum of 20 years.

Explore External Funding and Financing Opportunities

In 2021, the United States Congress approved a landmark federal stimulus that resulted in a surge of funding available to the public sector. In the years since, this funding has been used for programs administered by federal agencies such as the Department of Energy, as well as states that were entrusted with developing a variety of programs and mechanisms to distribute funding. Resilience has emerged as a leading trend among energy and climate funding opportunities, often paired with the call to holistically serve communities considering public health, improving economic vitality, and prioritizing historically under-resourced communities. Examples of recent resilience-related funding include Community Economic Resilience Fund (CERF) out of the Governor's Office and California Strategic Growth Council's Community Resilience Center (CRC) program. Public agencies are eligible for many opportunities and encouraged to seek these sources of external funding to grow resilience in their communities.

The ERAP report can demonstrate an agency's commitment to resilience. It provides a data-based roadmap that can be leveraged for planning and scaling. For example, additional funding could allow for a deep dive into an ERAP-identified facility to create a true resilience center, serving the community in times of disruptive events and climate emergencies. Additional funding could also incorporate community engagement and community-based design to develop programs at a cooling center to serve vulnerable populations in times of need.

Inflation Reduction Act (IRA) Tax Deductions and Tax Credits

- ➔ **Section 179D Energy Efficient Commercial Building Deduction:** This tax incentive promotes the construction or renovation of energy-efficient commercial buildings. While it has been in effect since 2006, the 179D Deduction was greatly expanded with the IRA. It typically provides building owners with a tax deduction for projects that demonstrate energy savings. But because government entities pay no income tax, a special rule for public building owners allows them to allocate the 179D Deduction to the project 'designer', who can then pass savings along to your agency. Eligible designers include architects, engineers, or design-build contractors who provide technical specifications for new or renovated government buildings. See the Appendix for more information.

➔ **IRA Tax Credits:** IRA marks a significant opportunity for public agencies to lead the charge in advancing the American clean energy economy. With the introduction of the IRA's groundbreaking "direct pay" option, tax-exempt and government entities can now receive cash payments equivalent to the full value of tax credits for eligible clean energy projects.

Traditionally, tax-exempt organizations like schools, local governments, and nonprofits have been unable to take advantage of tax credits, as they don't have tax liabilities. Instead, they've often depended on competitive grants and loans, which come with uncertainty. The direct pay provision changes this by enabling these entities to recover a substantial portion of their clean energy project costs through tax-free payments from the U.S. Internal Revenue Service (IRS) in the year the project becomes operational. This opens the door for public and nonprofit organizations to access federal clean energy incentives, helping them deliver affordable, sustainable energy to their communities.

The benefits of direct pay include:

- Grants, incentives, and loans can be used in conjunction with direct pay on qualified projects
- Elective Pay does not require applicable entities to compete for a limited pool of funding
- If a qualified project is funded by a tax-free grant or forgivable loan, entities would get the same value of eligible tax credit as if the investment were financed with their own funds, i.e., the amount of the tax-free grant and/or forgivable loan is INCLUDED in the total project cost for purposes of calculating the tax credit amount
- Elective pay credits can be accessed through a simple IRS pre-filing registration process
- Potential bonuses on tax credits for:
    - Meeting prevailing wage & apprenticeship requirements
    - Using products manufactured in the United States (domestic content)
    - Completing projects in a Historical Energy Community or low-income communities

Resilience hub project measures identified by ERAP may be eligible for these tax deductions. Projects eligible for direct pay include solar panels, battery storage, electric vehicle charging infrastructure, and more. To learn more about the direct pay options to reduce capital costs, visit https://www.whitehouse.gov/cleanenergy/directpay/.

Other Resilience Funding

While the funding landscape is expected to maintain its high level of opportunities in the next few years, specific programs come and go, with many yet to be announced. The resources below can be referenced by public agencies to monitor resilience-related funding opportunities[10]:

Current Resilience Funding & Financing Opportunities

SoCalREN recommends that agencies regularly track and check funding sources for updates. Keeping an eye on larger federal and state bills can help determine the trickle-down amount and timeline of available funding. Tracking it both at the legislative and departmental levels can help keep an agency apprised of opportunities. Signing up for newsletters at the agency and opportunity level will also help ensure you receive significant notifications and announcements

Table 19. General Funding and Financing Opportunity Websites

Source	Description
Grants.Gov	Federal grant opportunities and resources
EPA Grants Listserv	Subscribe to EPA grants update listserv and take trainings that support applicants
California Grants Portal	Find and filter CA state grants to find funding
CA.gov Funding wizard	Explore federal and state funding opportunities for specific communities and place-based strategic initiatives
FFOLD (Federal Funding Opportunities for Local Decarb)	Search tool with filters intended to increase understanding of eligible funding, tax credits, and other incentives relevant to decarbonization

Agencies can also consider coordinated regional approaches and partnerships. Partnerships between public agencies and community-based organizations can strengthen applications, if they are not already required for eligibility. Building and maintaining these partnerships can help agencies quickly deploy for time-sensitive grant deadlines. Partnerships can range from formal co-applicants to sub-applicants with a budget to providing a Letter of Support to strengthen an application. SoCalREN and an agency's local Council of Governments are a great place to start if the agency wants to explore partnerships for a significant funding opportunity. Additionally, many grants may offer opportunities to help connect partners depending on their needs.

[10] See external document for current and upcoming opportunities.

Appendix

External Resilience Resources 01

Community Outreach Results Summary 02

Section 179D Tax Deduction Flyer 03

Agency Deliverables 05

- Community Outreach Detailed Results
- Resilience Hub Opportunity Analysis (RHOA)
- Detailed Initial Measures List

External Resilience Resources

- **US Green Building Council Resilience Webpage**
  The US Green Building Council (USGBC) focuses on resilience as one of its core priorities, emphasizing the need for buildings and communities to adapt to and recover from adverse conditions such as climate change, natural disasters, and other disruptions. They advocate for resilient design and construction practices to ensure that structures can withstand and quickly recover from unforeseen challenges. For more detailed information, visit their resilience page.

- **Urban Sustainability Directors Network**
  The Urban Sustainability Directors Network (USDN) is a collective of local government sustainability practitioners working to foster equitable, resilient, and sustainable communities. By connecting over 300 cities and counties across the United States and Canada, USDN supports local governments in scaling innovative practices, influencing systemic change, and harnessing data to advance the field of sustainability. For more information on how the Urban Sustainability Directors Network (USDN) provides guidance for developing these hubs, visit the Resilience Hubs website.

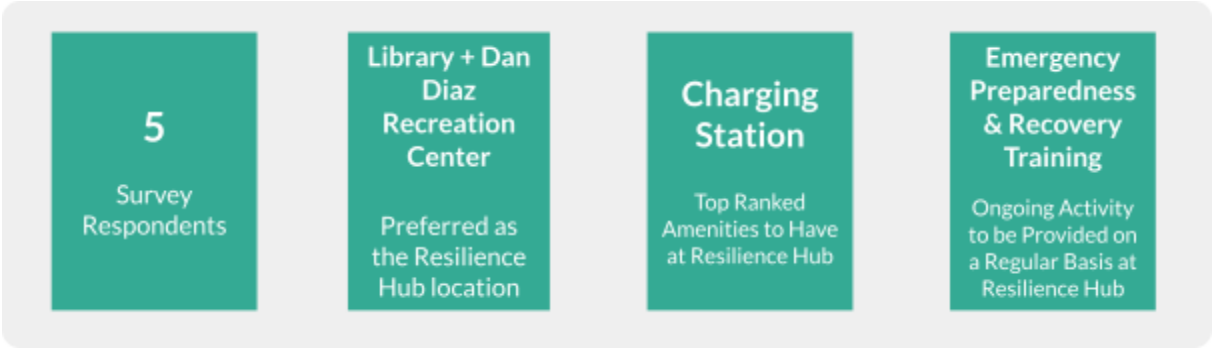
- **Local Examples: Boyle Heights Community Resources**
  The Boyle Heights Community Resources page by Climate Resolve provides a comprehensive resource map and database to help residents identify local resources. It includes categories such as cultural organizations, social services, parks and recreation, and education and youth development. The project aims to support the community by offering easy access to essential resources. For more information, visit the Boyle Heights Community Resources page.

- **Los Angeles Countywide Climate Vulnerability Assessment**
  The Los Angeles Countywide Climate Vulnerability Assessment (CVA) provides a comprehensive analysis of the County's vulnerability to climate hazards like extreme heat, wildfires, and flooding, focusing on how these risks are distributed across different communities. The report highlights the importance of equity in understanding the impacts of climate change, using both qualitative and quantitative methods to include the voices of highly vulnerable groups. For a detailed overview, you can refer to the LA County CVA.

Community Outreach Results Summary

The City of Irwindale took a community-integrated approach to energy resilience planning by conducting in-person and virtual community outreach from May 2023 to October 2023. Outreach materials (provided in both English and Spanish) were made available through in-print copies at community outreach events and virtually via customized flyers to gather community feedback about planning and developing a community resilience center. SGVCOG also attended Irwindale's Mariachi Fest on September 21, 2023, at Irwindale Park Plaza to gather community feedback using a sticker board activity to engage with City of Irwindale residents and document their feedback.

The resulting five surveys[11] were tabulated by SGVCOG and informed site selection for further resilience planning and facility audits. The results are as follows:





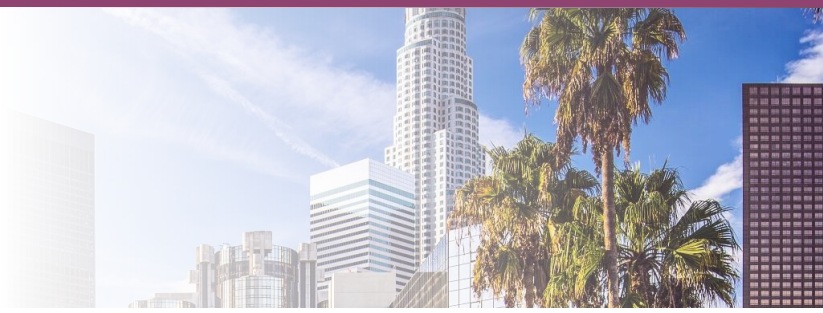
Sticker Board Used for Irwindale Outreach Event

[11] Survey participation was incentivized through raffle prize awards of three energy efficiency gift baskets worth $40 each, and prizes were distributed to winners following the outreach period.

Southern California
REGIONAL ENERGY NETWORK

SoCalREN Public Agency Programs | socalren.org

Get Benefits from the Section 179D Energy Efficient Commercial Building Tax Deduction



What Is Section 179D?

The Section 179D Energy Efficient Commercial Building Deduction is a tax incentive that promotes the construction or renovation of energy-efficient commercial buildings.

While it has been in effect since 2006, the 179D Deduction was greatly expanded with the Inflation Reduction Act. It typically provides building owners a tax deduction for projects that demonstrate energy savings. But because government entities pay no income tax, a special rule for public building owners allows them to allocate the 179D Deduction to the project 'designer', who can then pass savings along to you. Eligible designers include architects, engineers, or design-build contractors who provided technical specifications for new or renovated government buildings.

What are the requirements?

To qualify for the 179D Deduction, the building must have undergone installations or improvements to one or more of the following:

- ✓ Interior lighting systems
- ✓ Heating, cooling, ventilation, and hot-water systems
- ✓ Building envelope

These installations must reduce the total annual building power and energy costs by 25% or more, compared to nationally recognized energy standards (ASHRAE standard 90.1-2007) for buildings and systems must be in place and in service by December 31, 2026. In existing facilities, retrofit projects resulting in a minimum 25% reduction in energy use intensity (EUI) post-retrofit as compared to a pre-retrofit baseline are also eligible.

Available Deductions

$ A tax deduction of $0.50 per square foot is available for owners of new or existing buildings that demonstrate a 25% decrease in energy and power cost, incrementally increasing up to $1.00 per square foot for 50% improvement.

$ A bonus deduction is available for projects meeting prevailing wage and apprenticeship requirements starting at $2.50 per square foot and increasing for each percentage improvement up to $5.00 per square foot.

179D at a Glance

Since governmental entities don't pay income tax, how can my agency benefit?

According to IRS tax code, if an energy-efficient system or building is installed on government property (federal, state, or local), the facility owner has the option to allocate the 179D Deduction to the Energy Service Company (ESCO), architect, contractor, or engineer responsible for designing those systems. In return for this allocation, the project designer may offer price concessions and other considerations to the facility owner.

How do I know if my project qualifies?

In order to claim the 179D Deduction, an independent architect or engineer must verify the energy savings using qualified computer software. SoCalREN recommends performing an assessment before starting the project to check if it qualifies. Ask your SoCalREN project manager about how to receive a free assessment from a 179D expert consultant.

What is the cost?

There is no up-front cost to using the 179D Deduction, and the cost to develop the feasibility study and closing documentation are typically covered by the deduction recipient.

What is the process?

An expert 179D consultant can support your agency throughout the process to ensure a successful outcome. Roles and responsibilities are outlined in the table below.

Activity	Responsible Party/Parties			
	Agency	Contractor (Designer)	Independent Third Party	SoCalREN
Energy efficiency project developed with potential qualification for the 179D Deduction				✓
Feasibility study to determine eligibility			✓	✓
Negotiate allocation agreement with contractor	✓	✓		
Energy efficiency project completed		✓		
Certification by qualified third-party, including modeling with approved software and a site visit			✓	
Closing documentation with legal, accounting, governmental entity and designer(s) and exchange of value		✓	✓	

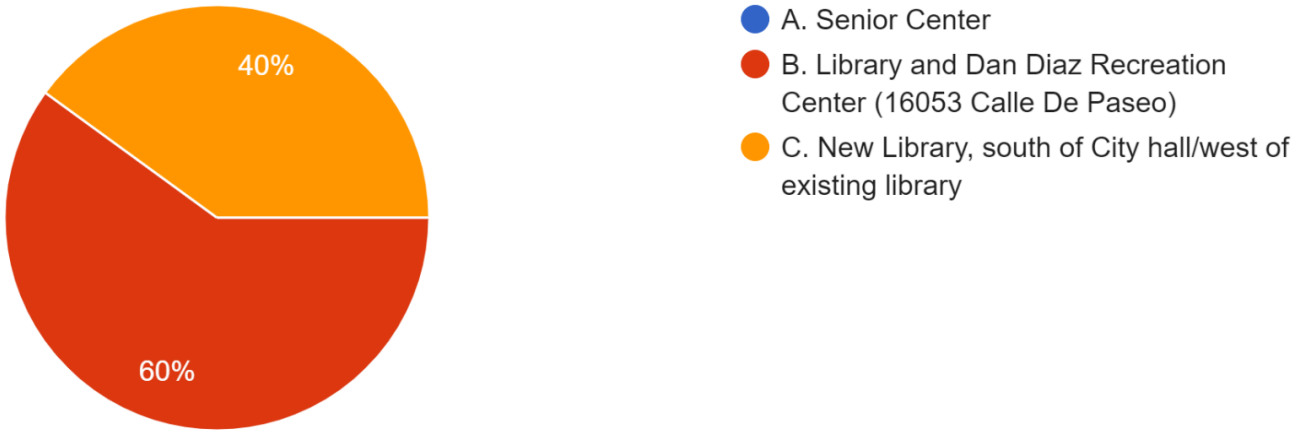
Interested? Talk with your SoCalREN Project Manager to get started.

SoCalREN Public Agency Programs are administered by the County of Los Angeles and funded by California utility ratepayers under the auspices of the California Public Utilities Commission

NOTE: The first survey question asks respondents to select which city they live in. The following results are based on responses from five (5) Irwindale residents.

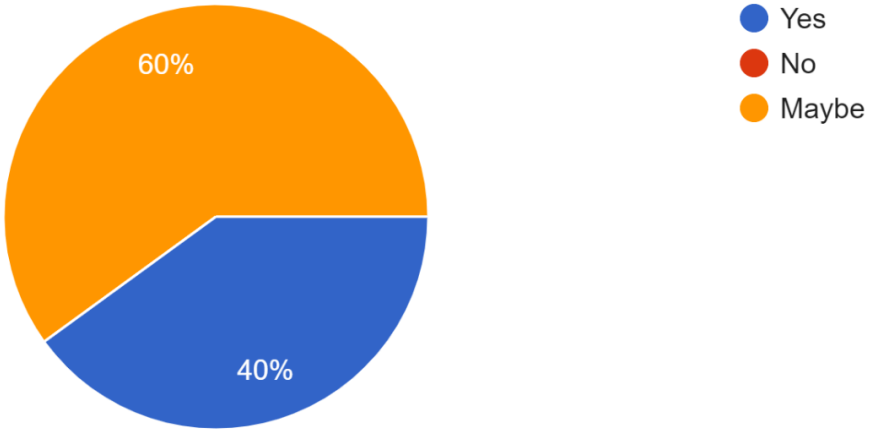
2. The City has identified several facilities that could serve as a Community Resilience Center to invite the community to gather during a heat wave... as a Community Resilience Center? (Choose one)

5 responses



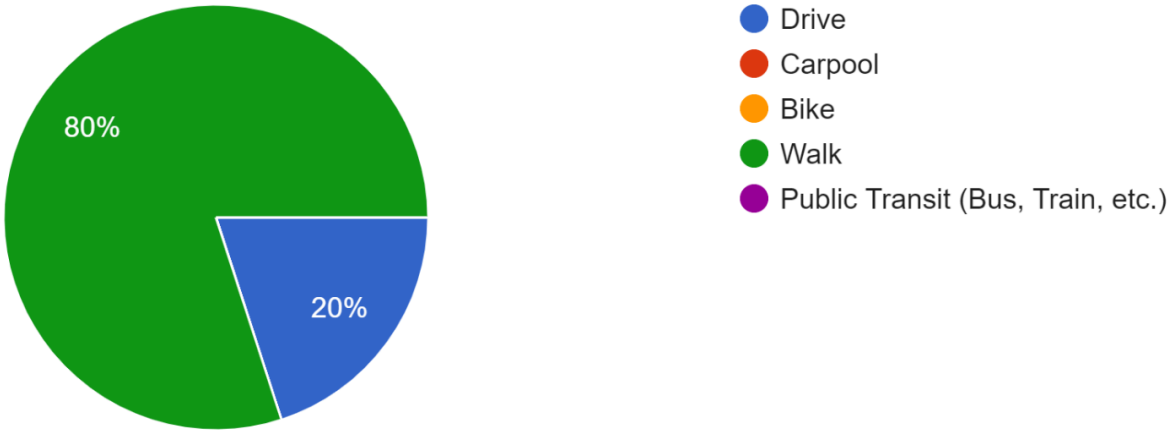
3. Power outages can occur during heat waves, heavy rainstorms, and wildfires. During a power outage or extreme weather event, would you be intere...munity Resilience Center at a local city facility?

5 responses



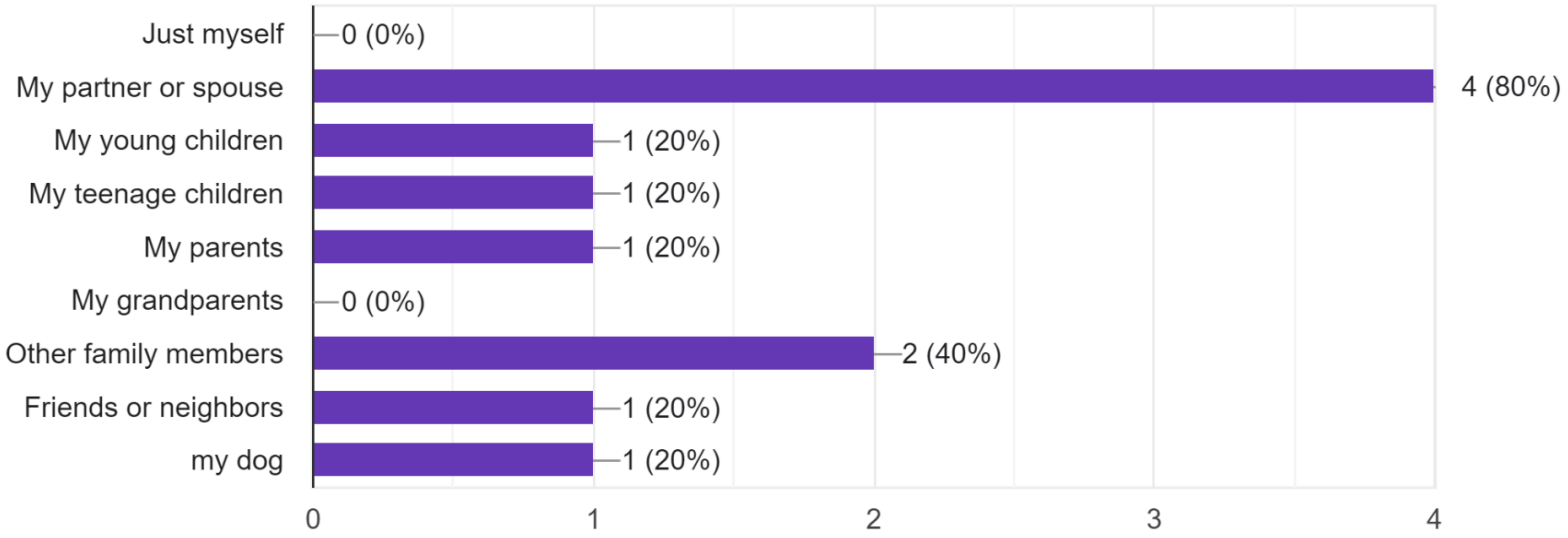
4. How would you travel to this location during an emergency? (Choose one)

5 responses



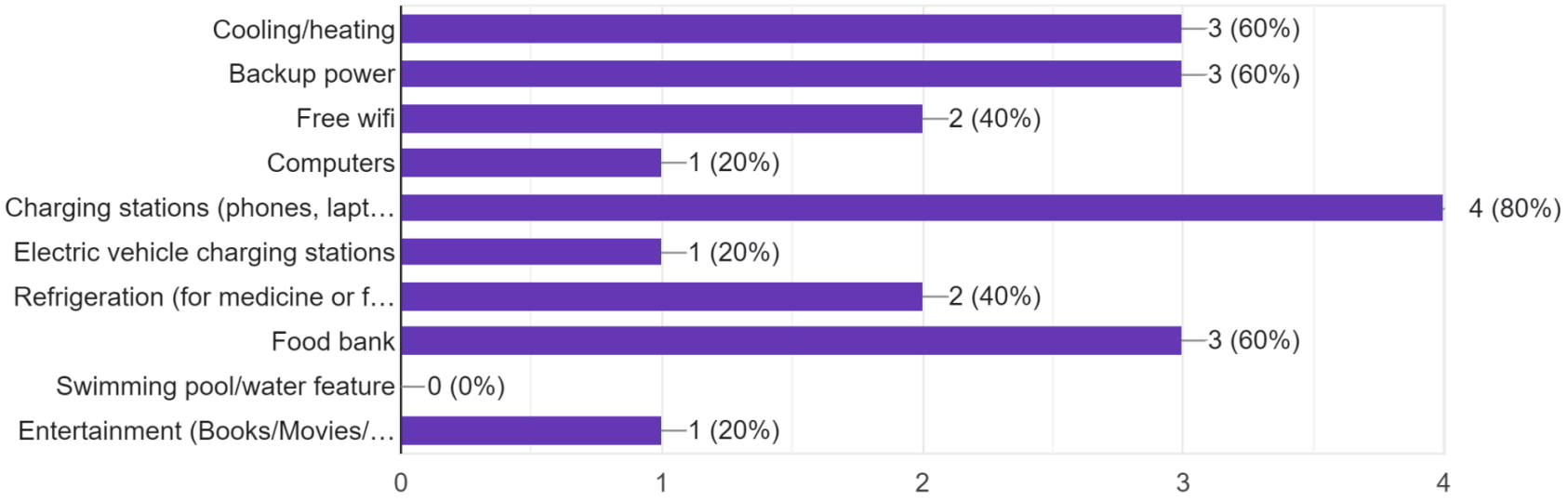
5. Who would you bring with you to the Community Resilience Center? (Choose all that apply.)

5 responses

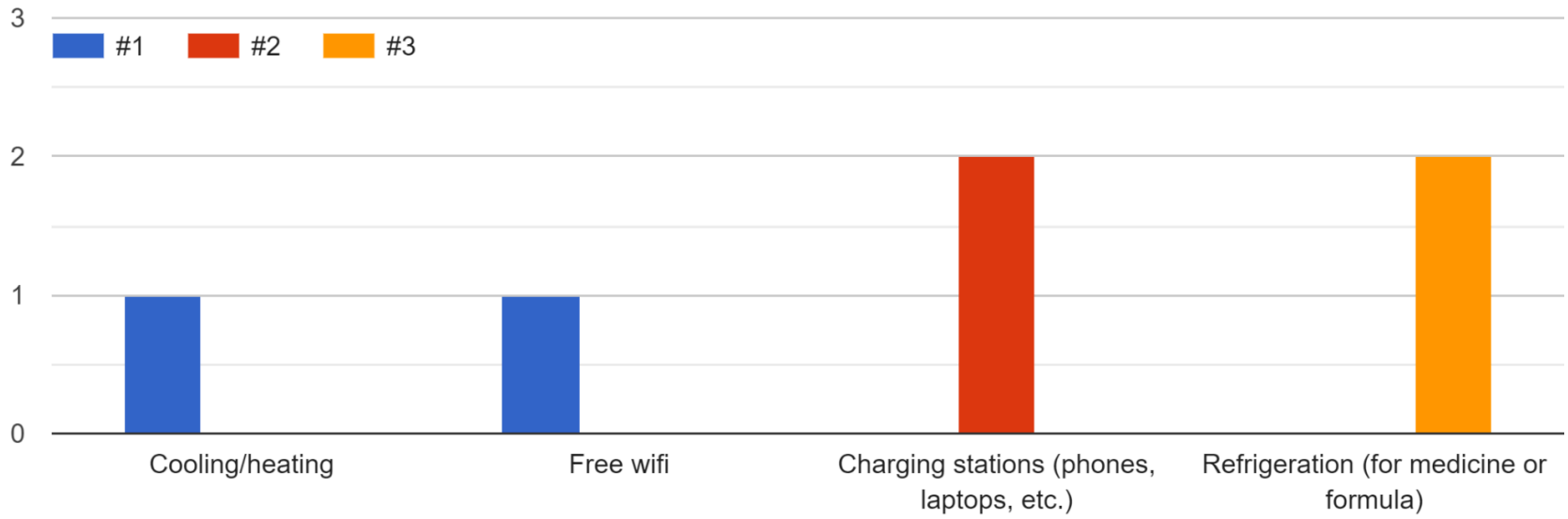


6. What services and resources would be most beneficial to the community at a Community Resilience Center? (Choose all that apply.)

5 responses

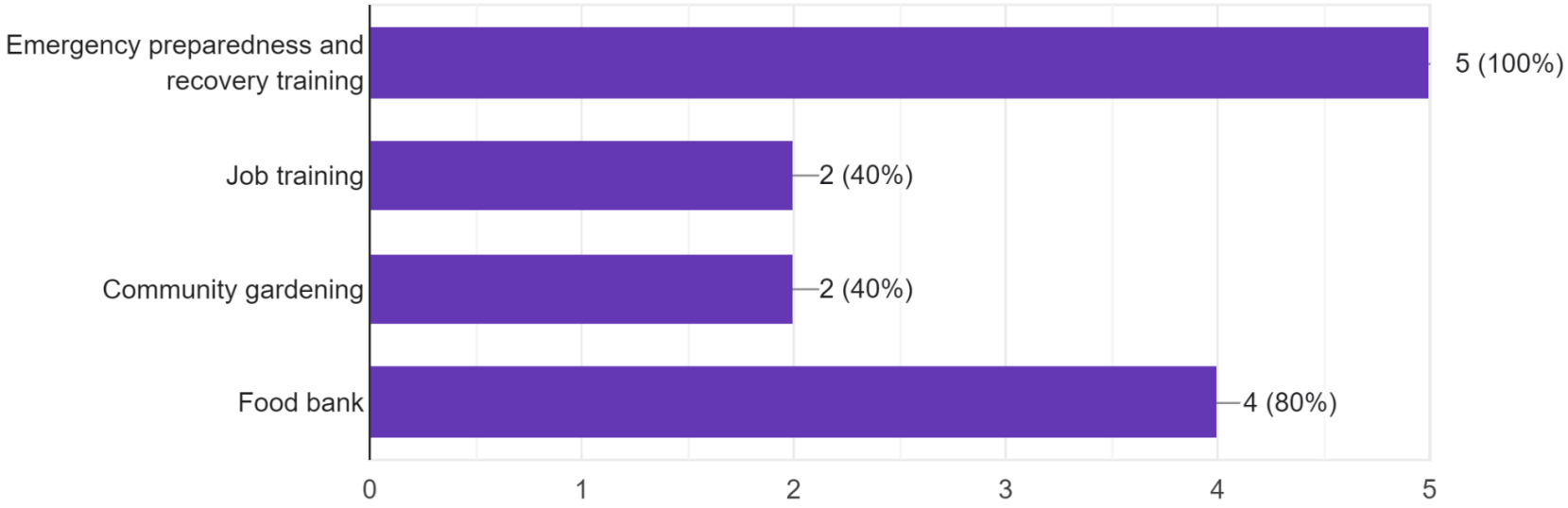


7. Select the top three services and resources that would make you most likely to visit a Community Resilience Center during a climate event or emergency.



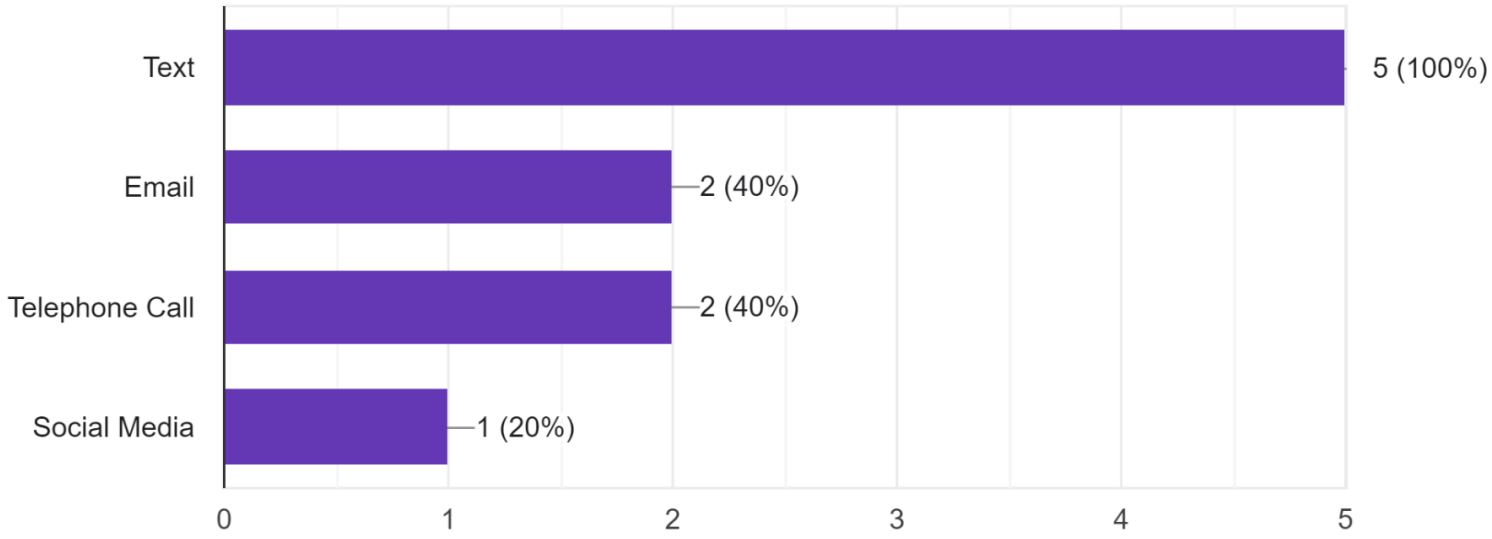
8. What ongoing activities should be provided at the Community Resilience Center on a regular basis to help the community prepare for an emergency? (Choose all that apply)

5 responses



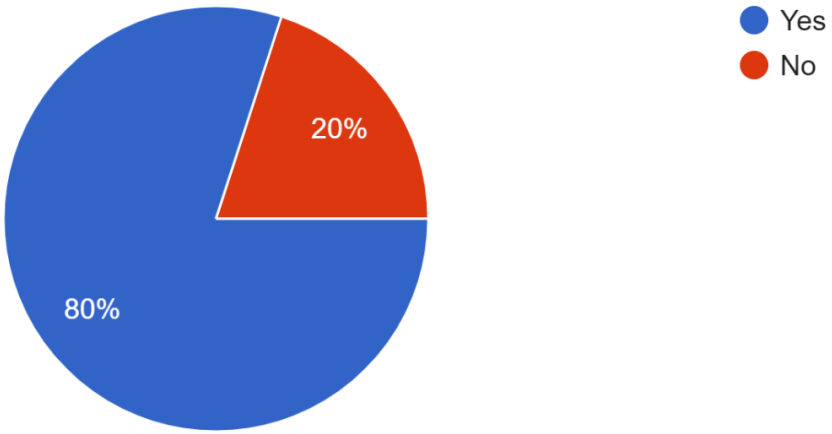
9. What is the best way to reach you when the Community Resilience Center is activated during an emergency? Select all that apply.

5 responses



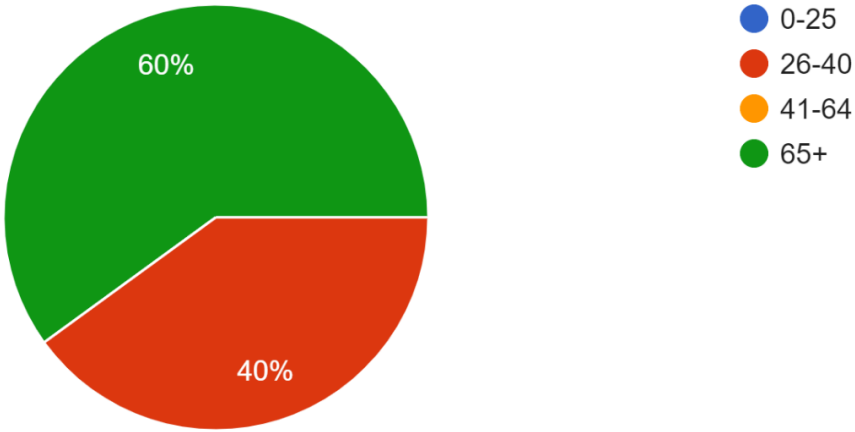
10. Did you know that the City of Irwindale's Senior Center currently opens its doors as a cooling center when an there is an excessive heat warning/or the temperature reaches 100°F?

5 responses



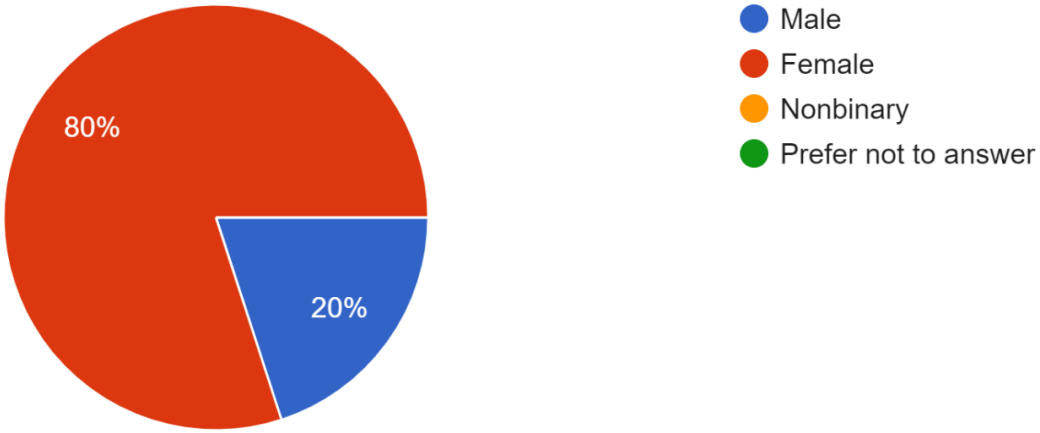
Age Group

5 responses



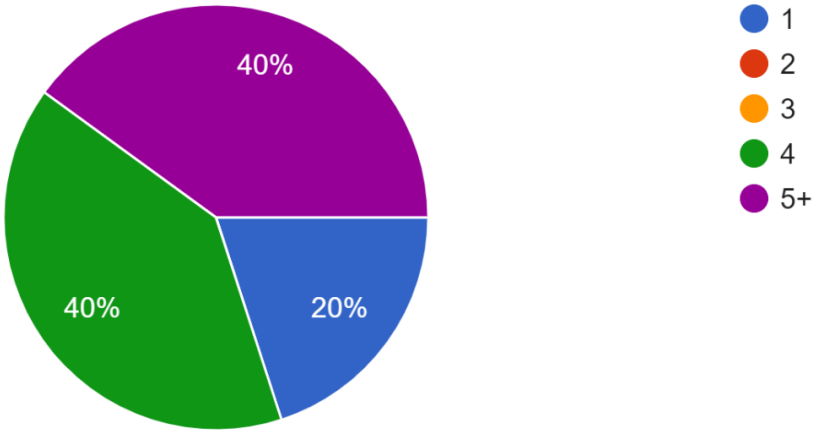
Gender

5 responses



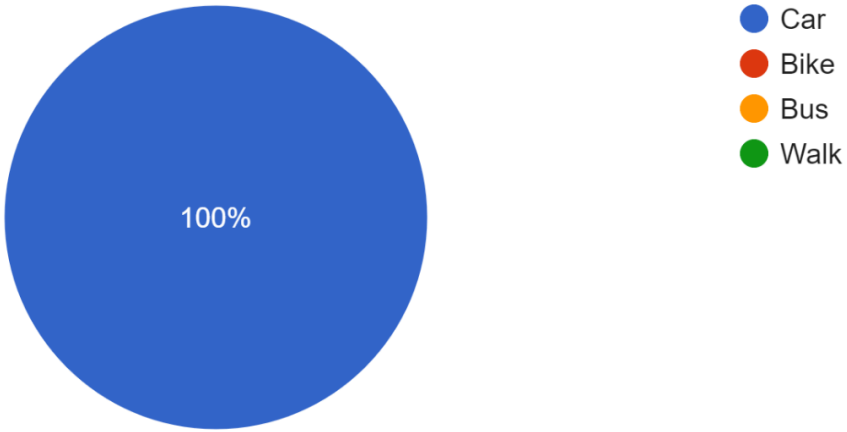
people in household

5 responses



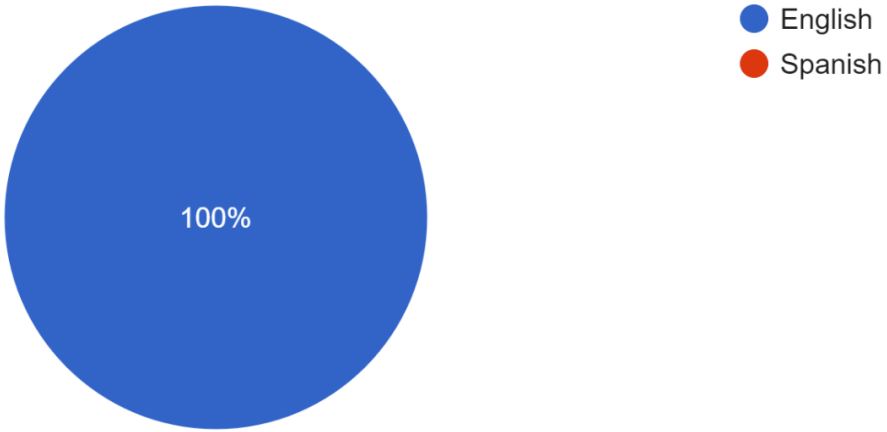
How do you usually travel?

5 responses



Primary language

5 responses



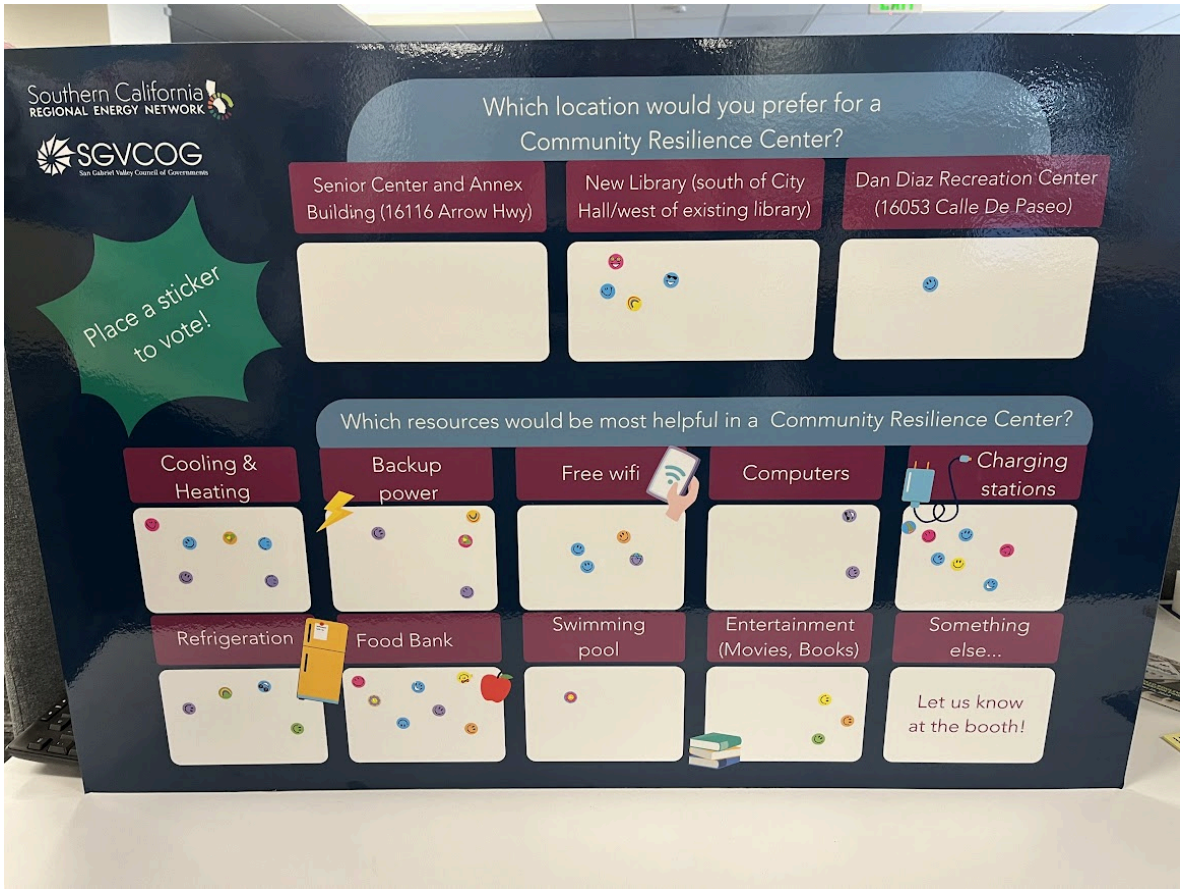
Sticker Board Survey Results

Location	# of Stickers Placed
Senior Center & Annex Building	0
New Library	4
Dan Diaz Recreation Center	1

Resource	# of Stickers Placed
Cooling & Heating	6
Backup Power	4
Free Wifi	4
Computers	2

Charging Stations	7
Refrigeration	4
Food Bank	7
Swimming Pool	1
Entertainment (movies, books, etc.)	3
Somethin Else	0

Sticker Board Photo:



Resilience Hub Opportunity Assessment (RHOA)

City of Irwindale

Southern California REGIONAL ENERGY NETWORK

SGVCOG San Gabriel Valley Council of Governments

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Introduction

Energy Resilience

The capability to anticipate, prepare for, respond to and recover from anticipated and unanticipated energy disruptions with minimum damage to social well-being, the economy and the environment.

Resilience Hub

Community-serving facility that is augmented to support residents and coordinate resource distribution and services before, during or after a disruption. An example of this is a cooling center during a heat wave.

Grid Reliability

The ability of an electrical grid system, or its components, to withstand instability, uncontrolled events, cascading failures, or loss of system components, resulting in power outages.

Distributed Energy Resources (DERs)

Technologies such as energy storage and solar photovoltaics which generate and manage electricity at the place of consumption. DERs can lower costs and improve the reliability and resilience of the power grid.

Our mission is to empower agencies with an actionable roadmap for building energy resilience in their community, one facility at a time.

Southern California Regional Energy Network (SoCalREN) Public Agency Programs is a ratepayer-funded program under the auspices of the California Public Utilities Commission (CPUC) and administered by Los Angeles County.

By leveraging energy utility data and results from multiple environmental and socioeconomic indices, the RHOA is intended to help your agency identify sites for resilience hubs & energy resilience projects across your facility portfolio.

Irwindale's Profile

Demographics

1,400
Population

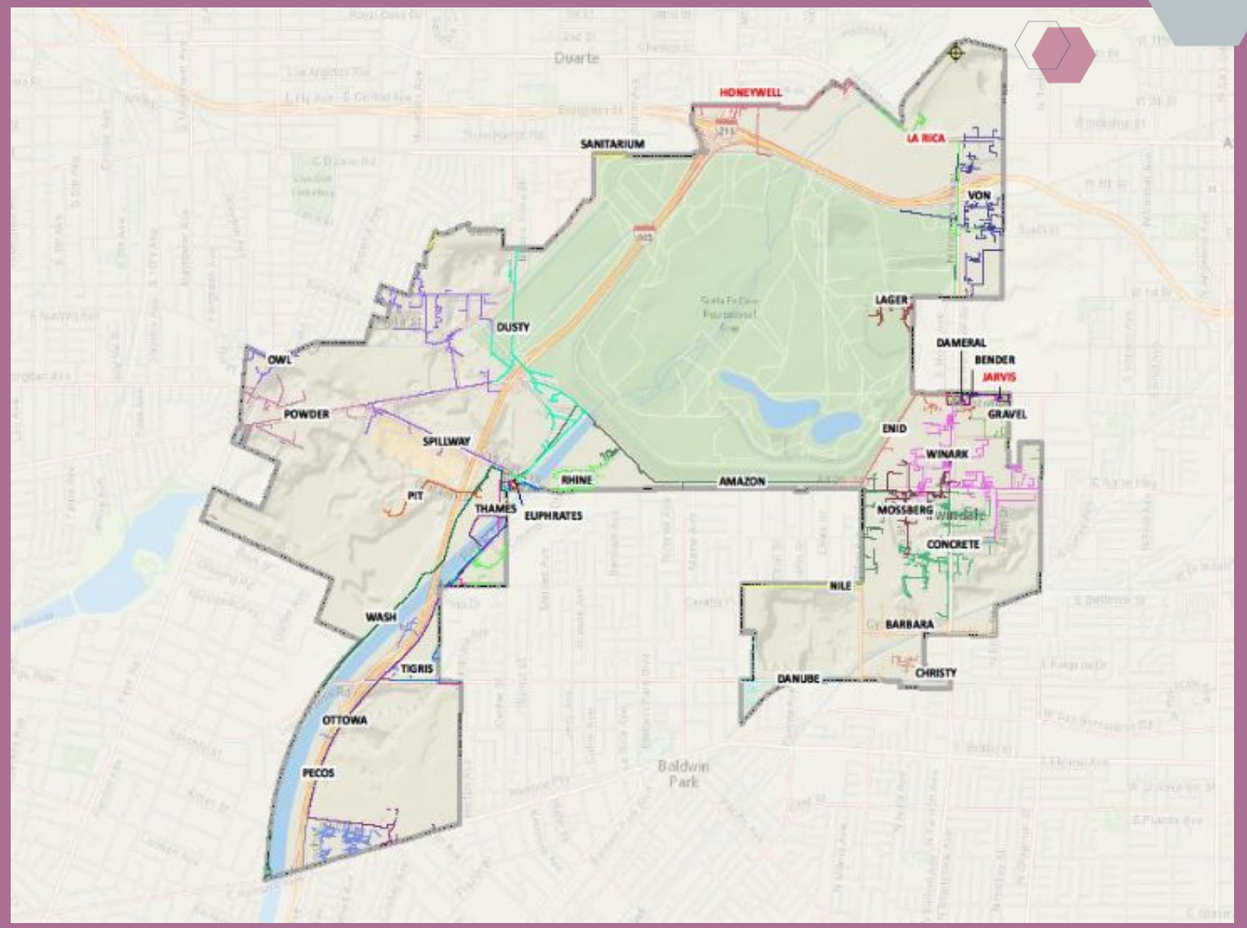
34
Average Age

$86,300
Avg. Household Income

94%
Identify as a Person of Color

146
Extreme Heat Days

100%
Pollution Burdened



Source: SCE Reliability Report 2021

Number Of Electric Circuits

30

Serving customers in your jurisdiction

Number Of Customer Accounts

36,000

On the circuits serving your jurisdiction

Average Outage Duration

159 minutes

Without power due to sustained outages

CalEnviroScreen 4.0

Presents a relative evaluation of pollution burdens and vulnerabilities by ranking communities across California.

100% Census Tracts
Disadvantaged Designation

Energy Cost Profile

Based on annual electricity and natural gas consumption across all agency assets, the City of Irwindale incurred the following from September 2019 - August 2020:

$408,300
Annual Electricity Cost

$11,700
Annual Natural Gas Cost

Facility Ranking



Facility Ranking Strategy

The City of Irwindale provided SoCalREN with a list of publicly-owned, publicly-accessible facilities that were resilience hub sites of interest. SoCalREN further evaluated their potential using the seven, equally-weighted ranking parameters outlined below. Each facility was assigned a level of resilience hub potential (as noted in the chart key; right) based on its score for each parameter. Scores will vary based on a facility's size, energy use, census tract, circuit, and proximity to parks and green space.

Gathering Space & Existing Solar

What: Indicates if a facility a) provides community services in a conditioned space and b) has existing photovoltaic technology.

Why: Existing community gathering spaces with existing solar are ideal resilience hub locations.

Electric Grid Outage History

What: An aggregated average of annual outage duration and outage frequency scores for a facility's circuit from 2018-2021.

Why: Areas with more frequent and longer outages have higher potential for resilience hubs.

Healthy Places Index (HPI)

What: Combines 25 community characteristics, like access to healthcare, housing, and education into a single indexed score.

Why: Areas with less health equity have higher potential for resilience hubs.

Walkability

What: A measure of how a facility supports safe, convenient, and pleasant access to people and places.

Why: Facilities with greater walkability have higher potential to be resilience hubs.

Heat Health Action Index (HHAI)

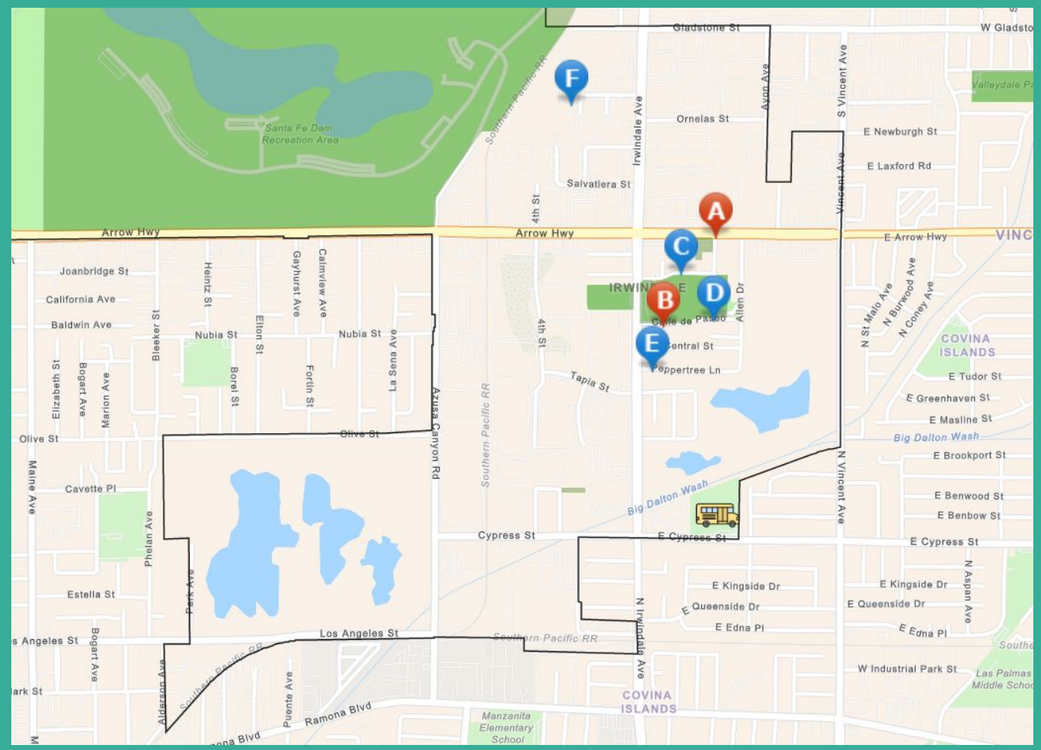
What: Statistically weighted result of aggregated social, health, and environmental indicators, intended to represent overall heat vulnerability.

Why: Areas with greater heat vulnerability have higher potential for resilience hubs.

Pollution Burden

What: The potential exposures to pollutants and the adverse environmental conditions caused by pollution.

Why: Areas with greater pollution burden have higher potential for resilience hubs.



RESILIENCE HUB POTENTIAL

High Medium Low

	Facility Name			Final Rank
A	Senior Center + Annex Building	✔	-	1
B	Library + Dan Diaz Recreation Center	✔	-	2
C	City Hall + Police Dept.	-	-	3
D	Aquatic Center	-	-	4
E	City Yard - Not a suitable facility use type for a Resilience Hub			5
F	2nd Street Storage Yard - Not a suitable facility use type for a Resilience Hub			6

Senior Center + Annex Building: Current Standings



0.2
miles to the nearest park

0.1
miles to the nearest transit station

0.7
miles to the nearest school

Tree Canopy occupies 10% of land
8% lower than LA County average of 18%

Facility Characteristics

Facility Size	Year Built	Roof Age	Primary Function	Existing Solar & Backup Power Supply	Resilience Designation
20,700 sq ft	1985	1 year old	Multi-purpose/ office	Existing backup diesel generator (100KW/ 125KVA, 120/208V)	Existing cooling center (senior center)

Facility data was provided to SoCalREN by Irwindale in August 2022.

Senior Center + Annex Building: Energy Use and Reliability

I. Energy Profile

Electric Utility Account Details			
Utility Rate	**Rate Details**	**Demand Response**	**Community Choice Aggregation**
TOU-GS-2-E	Demand between 20 - 200 kW; Option E has lower Time-Related and Facilities-Related Demand charges but higher energy charges per kWh.	No	No

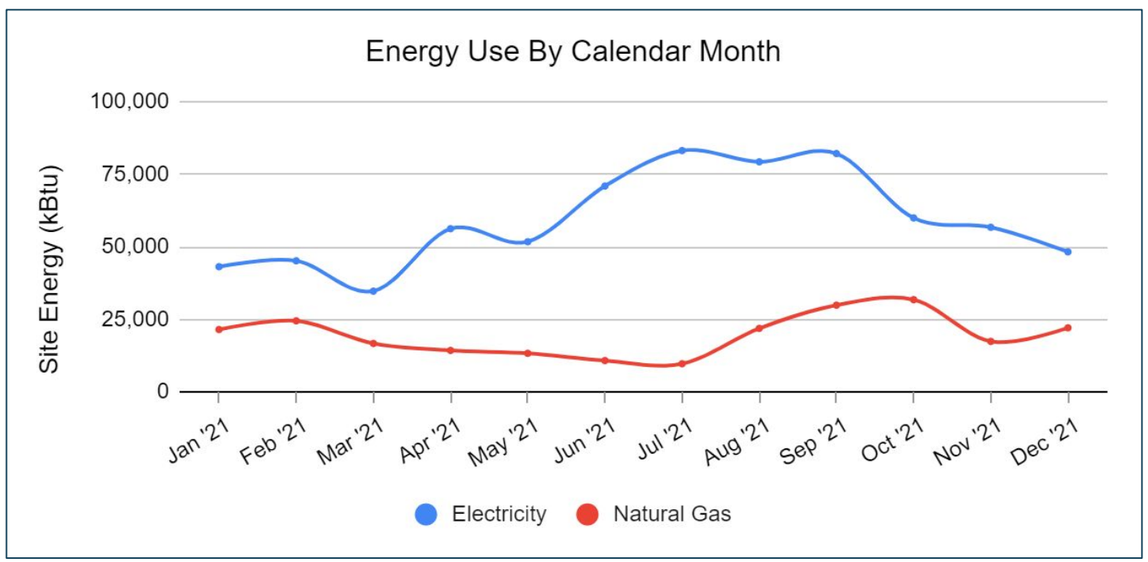
208,600 kWh Annual Electric Usage

2,340 therms Annual Natural Gas Usage

45 & 35 kW Peak Demand

81.8 kBtu/sq ft Energy Use Intensity

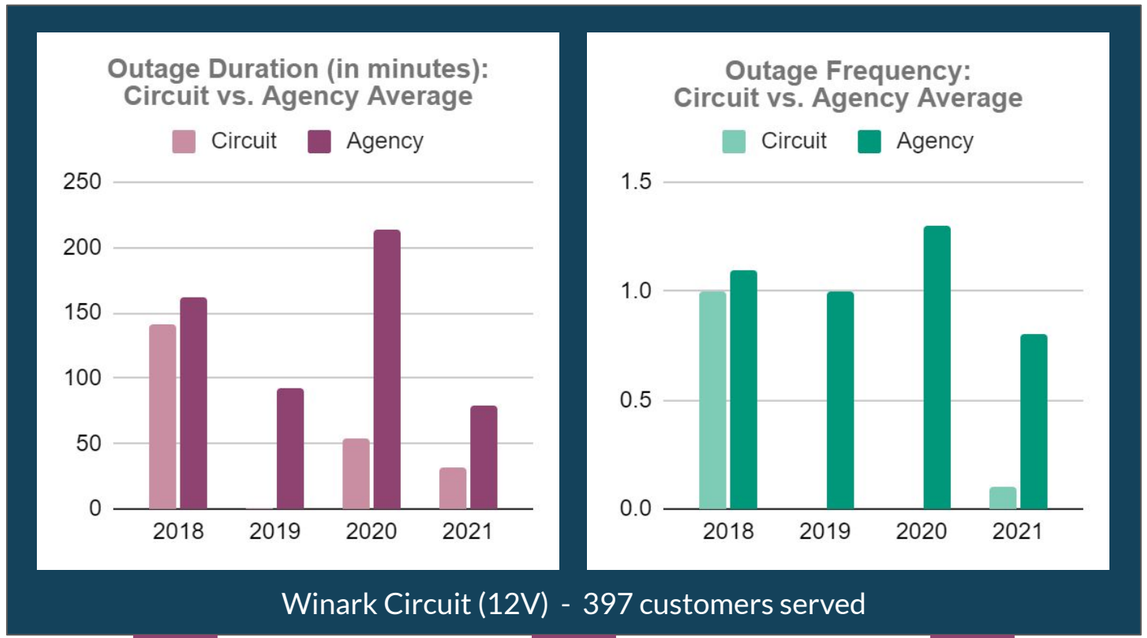
$51,600 Annual Energy Cost



II. Electric Grid Reliability

How Reliable is the Circuit?

Electric power system reliability is something that is routinely measured and reported by electric utilities and typically falls into two categories: outage duration and outage frequency.



Outage Duration

Amount of time the avg. customer experienced power outages or interruptions in a given year.

57.15 Minutes

Citywide: 136.75 minutes

Outage Frequency

of times the avg. customer experienced a "sustained outage" (longer than 5 minutes) in a given year.

0.28 Outage

Citywide: 1.05 outages

Peak Frequency

The circuit serving this facility experienced the most "sustained outages" in 2018.

1.00 Outage

Citywide: 1.10 outages

Senior Center + Annex Building: DERs Potential

III. Distributed Energy Resources (DERs)

The following recommendations are based on the National Renewable Energy Laboratory (NREL) REopt tool.

90 kW
Your recommended solar installation size

12 hours
Desired off grid/hours of autonomy

133 kWh
Your recommended battery capacity

22 kW
Your recommended battery power

This system sustains the 50% critical load during the specified outage period, from September 20 at 4 pm to September 21 at 4 am.

IV. Proposed Benefits

FINANCIAL ESTIMATES

$32,671
Potential Life Cycle Savings *(25 Years)*

$211,636
Total Upfront Capital Cost Before Incentives

59%
Annual Renewable Energy

50%
Critical Load Supported

59%
CO_2 Emission Reduction

Note: This is a high-level review of the facility using NREL's REopt and includes a number of assumptions. A deeper analysis is highly recommended before committing to moving forward with a solar PV and battery storage project. This evaluation assumes 10% energy savings through efficiency measures.

Library + Dan Diaz Recreation Center: Current Standings



0
miles to the nearest park

0.1
miles to the nearest transit station

0.7
miles to the nearest school

Tree Canopy occupies 10% of land
8% lower than LA County average of 18%

Facility Characteristics

Facility Size	Year Built	Roof Age	Primary Function	Existing Solar & Backup Power Supply	Resilience Designation
22,900 sq ft	1970s	Library: 8 years old; Rec Ctr: unknown	Library and recreation center	Existing backup diesel generator (8KV)	Rec Ctr: Emergency Operations

Facility data was provided to SoCalREN by Irwindale in August 2022.

Library + Dan Diaz Recreation Center: Energy Use and Reliability

I. Energy Profile

Electric Utility Account Details			
Utility Rate	**Rate Details**	**Demand Response**	**Community Choice Aggregation**
TOU-GS-2-D	Demand between 20 - 200 kW; Option D has higher Time-Related and Facilities-Related Demand charges but lower energy charges per kWh.	No	No

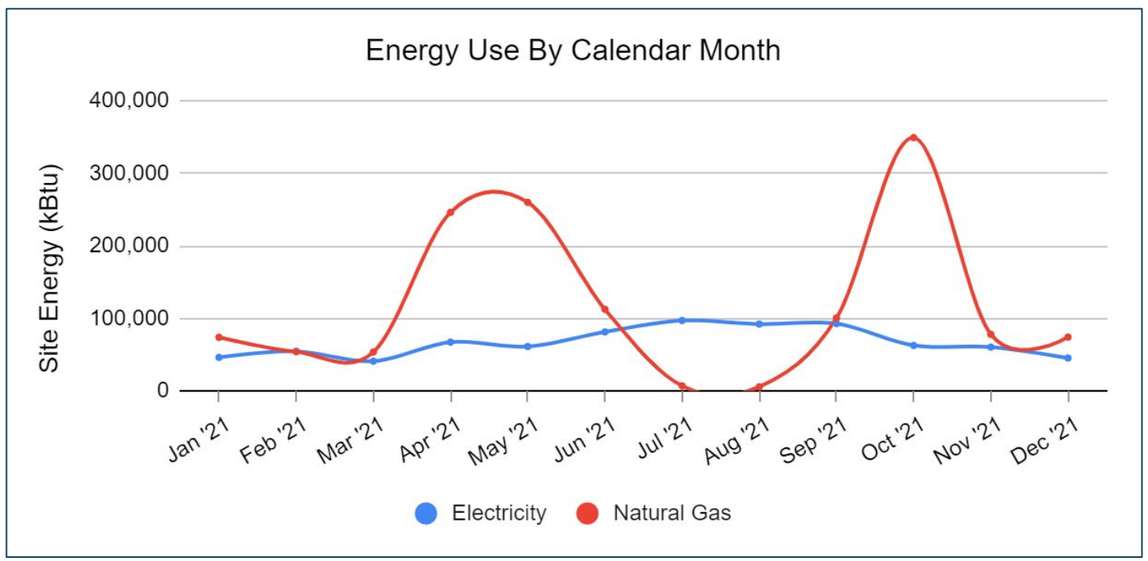
235,000 kWh Annual Electric Usage

14,150 therms Annual Natural Gas Usage

77 kW Peak Demand

756.6 kBtu/sq ft Energy Use Intensity

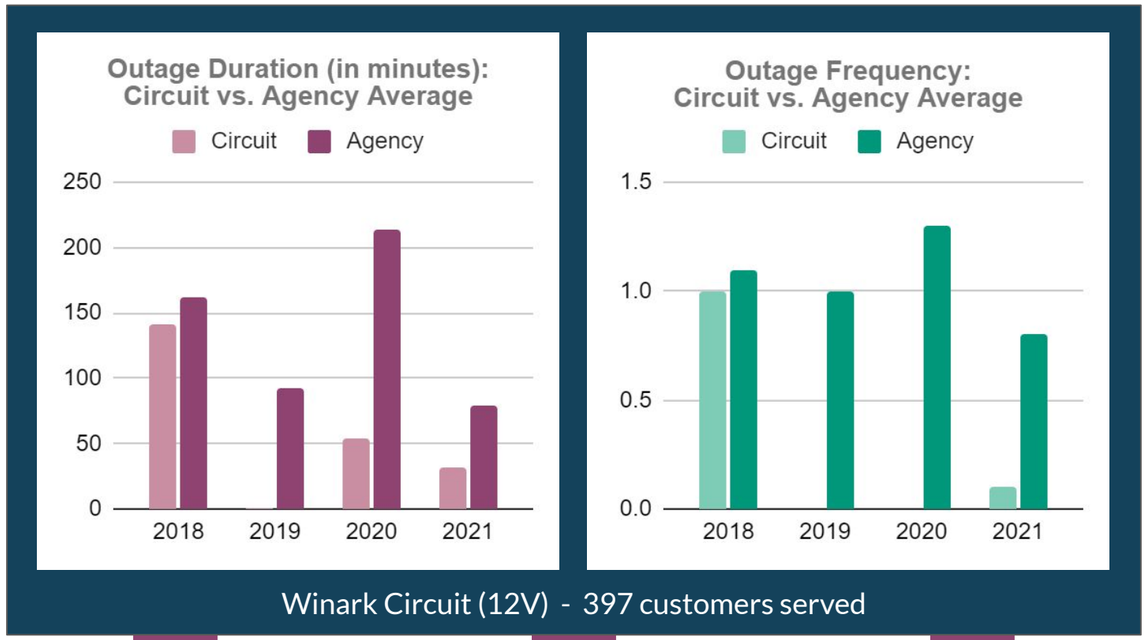
$66,100 Annual Energy Cost



II. Electric Grid Reliability

How Reliable is the Circuit?

Electric power system reliability is something that is routinely measured and reported by electric utilities and typically falls into two categories: outage duration and outage frequency.



Outage Duration

Amount of time the avg. customer experienced power outages or interruptions in a given year.

57.15 Minutes

Citywide: 136.75 minutes

Outage Frequency

of times the avg. customer experienced a "sustained outage" (longer than 5 minutes) in a given year.

0.28 Outage

Citywide: 1.05 outages

Peak Frequency

The circuit serving this facility experienced the most "sustained outages" in 2018.

1.00 Outage

Citywide: 1.10 outages

Library + Dan Diaz Recreation Center: DERs Potential

III. Distributed Energy Resources (DERs)

The following recommendations are based on the National Renewable Energy Laboratory (NREL) REopt tool.

111 kW
Your recommended solar installation size

12 hours
Desired off grid/hours of autonomy

131 kWh
Your recommended battery capacity

24 kW
Your recommended battery power

This system sustains the 50% critical load during the specified outage period, from September 20 at 4 pm to September 21 at 4 am.

IV. Proposed Benefits

FINANCIAL ESTIMATES

$94,700
Potential Life Cycle Savings *(25 Years)*

$246,100
Total Upfront Capital Cost Before Incentives

68%
Annual Renewable Energy

50%
Critical Load Supported

68%
CO_2 Emission Reduction

Note: This is a high-level review of the facility using NREL's REopt and includes a number of assumptions. A deeper analysis is highly recommended before committing to moving forward with a solar PV and battery storage project. This evaluation assumes 10% energy savings through efficiency measures.

Next Steps

I. Recommendation One

Agency Energy Champion to review report findings with additional internal agency stakeholders to further discuss agency priorities, project feasibility, and other key considerations.

II. Recommendation Two

Following internal discussions, **Agency** to solicit input from community stakeholders to understand priorities, assist in guiding site selection, and build capacity for resilience concepts within the community.

III. Recommendation Three

Following outreach and feedback collection, **Agency** to coordinate with SoCalREN, your local Council of Governments, and other Community-Based Organizations for continued support of energy resilience project development and planning.

Appendix

Data Sources & Indices

- **Agency Profile**
  - Data USA, https://datausa.io/
  - Healthy Places Index, https://www.healthyplacesindex.org/
  - CalEnviroScreen 4.0, https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40
- **Facility Ranking**
  - Healthy Places Index - *Public Health of Southern California*, https://www.healthyplacesindex.org/
  - Heat Health Action Index - *California Heat Assessment Tool*, https://www.cal-heat.org/
  - Walkability - *Walk Score*, https://www.walkscore.com/
  - Electric Grid Outage History - *SCE Reliability Reports*, https://www.sce.com/outage-center/reliability-reports
  - Pollution Burden - *CalEnviroScreen 4.0*, https://experience.arcgis.com/experience/ed5953d89038431dbf4f22ab9abfe40d/page/Indicators/?data_id=widget_306_output_0%3A0&views=Pollution-Burden
- **DERs Potential**
  - National Renewable Energy Lab's REopt tool, https://reopt.nrel.gov/

Agency Data

- Analysis periods for electricity and natural gas results are as follows:
  - Electricity: January 2021 - December 2021
  - Natural Gas: January 2021 - December 2021
- Utility consumption billing data used in this analysis were derived from SCE electric tariffs and SCG gas tariffs.
- In some cases, multiple meters were associated with a single facility or asset type. For such facilities, to generate estimates of facility-wide energy use, energy usage and cost values were aggregated by summing energy usage and cost values for each day in the analysis period.

ERAP Initial Measures List

City of Irwindale

SoCalREN Public Agency Programs | socalren.org

Project Summary

The City of Irwindale has been actively engaged in the Southern California Regional Energy Network (SoCalREN) Public Agency Programs' Energy Resilience Action Plan (ERAP) Program. The main objective of the ERAP Program is to provide Irwindale with a roadmap for near-term to long-term energy resilience strategies. Throughout the development process, we've conducted numerous discussions regarding city facilities that serve as critical infrastructure and/or could potentially serve as a community resilience center/hub. We've sought feedback from our dedicated city staff and from community members through extensive community outreach efforts, culminating in on-site energy audits at facilities of interest. The measures identified in this Initial Measures List (IML) will be integrated into the final ERAP report and provide the city with actionable recommendations.

Audit Scope

Site audits were conducted on May 16th, 2024 which yielded an initial list of energy efficiency and resilience measures. TRC Companies conducted the site visits and subsequent energy efficiency measure identification with funding from the SoCalREN Public Agency Programs, a ratepayer-funded program under the auspices of the California Public Utilities Commission (CPUC) and administered by Los Angeles County. Identification of energy resilience and Distributed Energy Resources (DERs) measures were funded by Los Angeles County's Energy Efficiency and Conservation Block Grant Program (EECBG) funding.

The site visits included:

Library + Dan Diaz Recreation Center

Senior Center + Annex Building

City Hall + Police Department

New Library (to be finished by 2026)

Site 1: Library + Dan Diaz Recreation Center

Energy Efficiency Opportunities

Library + Dan Diaz Recreation Center										
#	Energy Efficiency Measure	EUL (yrs)	Electric Energy Impacts (kWh/yr)	Electric Cost Impacts ($/yr)	Gas Energy Impacts (therm/yr)	Gas Cost Impacts ($/yr)	Gross Project Cost ($)	Simple Payback Period (yrs)	Incentive ($)	Incentive Program [1]
1	Flat Panel LED Lighting Throughout	12	22,796	$7,018	-91	-$181	$56,991	7.7	$4,559	SSP Custom
2	Lighting Occupancy Sensors	10	4,559	$1,404	-18	-$36	$7,000	4.5	$912	SSP Custom
3	Replace (1) 100 & (1) 50 Gallon Natural Gas Storage Water Heaters with Heat Pump Water Heaters	15	-3,309	-$1,019	299	$592	$44,630	>20, 0	$7,290-$44,639	SSP Deemed
TOTALS			**24,047**	**$7,403**	**190**	**$375**	**$108,621**		**$12,761-$50,101**	

[1] Incentive program listed reflects the program with the highest available incentive for each measure

Energy Resilience Opportunities

Library + Dan Diaz Recreation Center

#	Energy Resilience Measure	Meter Number	EUL (yrs)	Year-1 Electric Generation (kWh/yr)	Hours of Autonomy (Critical Power 100%)	Annual CO2 Avoided (MT CO2e)	Year-1 Electric Cost Savings ($/yr)	$ / Watt Solar $ / kWh Battery	Gross Project Cost ($)	Simple Payback Period (yrs)	Incentive ($)	Incentive Program[2]
1	PV (Photovoltaic)	259000-025346	15	73,094	1068	20	$14,176.01	$5.09	$246,000	12	$73,800	Investment Tax Credit (ITC) Base credit of 30%
2	BEES (Battery Energy Storage System)	259000-025346	10	-	1	0	$2,450.45	$1,210.00	$182,000	>20	$127,500	Self-Generation Incentive Program (SGIP) Equity rebate of $850/kwH
3	PV+BEES	259000-025346	15	73,094	1319	20	$21,490.43	$5.09, $1,210	$428,000	11	$201,300	ITC and SGIP

[2] Incentive program listed reflects the program with the highest available incentive for each measure

Water Efficiency Opportunities

Library + Dan Diaz Recreation Center

#	Water Efficiency Measure	Water End Use	EUL (yrs)	Number of Fixtures	Water Savings (gal/yr)	Water Cost Savings ($/yr)	Electric Savings (kWh/yr)	Electric Cost Savings ($/yr)	Gross Project Cost ($)	Simple Payback Period (yrs)	Incentive ($)	Incentive Program[3]
1	Install faucet aerators on sinks to reduce hot water usage	Domestic/ restroom	7	14	3,159	$17	212.8	$66	$683	5	$266	SSP Deemed
2	Low flow toilets	Domestic/ restroom	20	10	13,760	$73	-	-	$3,500	48	-	-
3	Low flow urinals	Domestic/ restroom	20	6	2,477	$13	-	-	$2,100	>20	-	-
TOTALS				**30**	**19,396**	**$103**	**212.8**	**$66**	**$6,283**		**$266**	

[3] Incentive program listed reflects the program with the highest available incentive for each measure

Electric Vehicle Infrastructure Opportunities

Library + Dan Diaz Recreation Center

#	EV Charger Type	EV Charger Make and Manufacturer	EUL (yrs)	Number of Charging Ports	Avoided GHG Emissions	Gallons of Gas saved	EV Charging kWh/yr	Estimated Operational Expenses ($/yr)	Estimated Maintenance Expenses ($/yr)	Estimated Revenues ($/yr)	Gross Project Cost ($)	Incentive ($)	Net Project Cost ($)	Incentive Program[4]
	None Identified													

Estimated Cost of Delay: **$29,334.43** per year

Estimated Lifetime Energy Cost Savings[5]: **$412,137.45**

[4] Incentive program listed reflects the program with the highest available incentive for each measure
[5] EV measures are not included in these calculations

Site 2: City Hall and Police Department

Energy Efficiency Opportunities

City Hall and Police Department										
#	Energy Efficiency Measure	EUL (yrs)	Electric Energy Impacts (kWh/yr)	Electric Cost Impacts ($/yr)	Gas Energy Impacts (therm/yr)	Gas Cost Impacts ($/yr)	Gross Project Cost ($)	Simple Payback Period (yrs)	Incentive ($)	Incentive Program[6]
1	Flat Panel LED Lighting Throughout	12	37,501	$9,467	-150	-$350	$75,001	7.4	$7,500	SSP Custom
2	Lighting Occupancy Sensors	10	7,500	$1,893	-30	-$70	$8,000	3.6	$1,500	SSP Custom
3	Replace (1) 30 & (1) 75 Gallon Natural Gas Storage Water Heaters with Heat Pump Water Heaters	15	-3,309	-$835	299	$698	$44,630	>20	$7,290-$44,630	SSP Deemed
4	Optimize HVAC Schedules with Wireless T-Stats & Programming	5	10,000	$2,524	91	$212	$3,500	.5	$2,000	SSP Custom
5	Circulating Block Heater	7	3,720	$939	-	-	$1,750	.9	$920	SSP Deemed
TOTALS			**55,412**	**$13,988**	**210**	**$489**	**$132,881**		**$19,210-$56,550**	

[6] Incentive program listed reflects the program with the highest available incentive for each measure

Energy Resilience Opportunities

City Hall and Police Department

#	Energy Resilience Measure	Meter Number	EUL (yrs)	Year-1 Electric Generation (kWh/yr)	Hours of Autonomy (Critical Power 100%)	Annual CO2 Avoided (MT CO2e)	Year-1 Electric Cost Impacts ($/yr)	$ / Watt Solar $ / kWh Battery	Gross Project Cost ($)	Simple Payback Period (yrs)	Incentive ($)	Incentive Program[7]
1	PV (Photovoltaic)	256000-168129 222010-052359 223000-008857 255000-005444	15	96,181	4	27	$18,169.90	$4.30	$239,000	9	$71,700	Investment Tax Credit (ITC) Base credit of 30%
2	BEES (Battery Energy Storage System)	256000-168129 222010-052359 223000-008857 255000-005444	10	-	-	0	$5,411.95	$1,120.00	$369,000	16	$280,500	Self-Generation Incentive Program (SGIP) Equity rebate of $850/kwH
3	PV+BEES	256000-168129 222010-052359 223000-008857 255000-005444	10	96,181	245	27	$23,377.32	$4.30 , $1120	$607,000	11	$352,200	ITC and SGIP

[7] Incentive program listed reflects the program with the highest available incentive for each measure

Water Efficiency Opportunities

City Hall and Police Department												
#	Water Efficiency Measure	Water End Use	EUL (yrs)	Number of Fixtures	Water Savings (gal/yr)	Water Cost Savings ($/yr)	Electric Savings (kWh/yr)	Electric Cost Savings ($/yr)	Gross Project Cost ($)	Simple Payback Period (yrs)	Incentive ($)	Incentive Program[8]
1	Install faucet aerators on sinks to reduce hot water usage	Domestic/ restroom	7	17	3,159	$17	259	$65	$830	6	$323	SSP Deemed
2	Low flow toilets	Domestic/ restroom	20	15	20,640	$109	-	-	$5,250	>20	-	None
3	Low flow urinals	Domestic/ restroom	20	7	2,890	$15	-	-	$2,450	>20	-	None
TOTALS					**26,588**	**$141**	**259**	**$65**	**$8,530**		**$323**	

[8] Incentive program listed reflects the program with the highest available incentive for each measure

Electric Vehicle Infrastructure Opportunities

City Hall and Police Department

#	EV Charger Type	EV Charger Make and Manufacturer	EUL (yrs)	Number of Charging Ports	Avoided GHG Emissions	Gallons of Gas saved	EV Charging kWh/yr	Estimated Operational Expenses ($/yr)	Estimated Maintenance Expenses ($/yr)	Estimated Revenues ($/yr)	Gross Project Cost ($)	Incentive ($)	Net Project Cost ($)	Incentive Program[9]
1	Level 2 - 240V 7.7kW (Dual Port)1	Tellus Power UP160J	10	4	13.876	1,150	13,049	$5,556	$1,664	$3,960	$89,862	$16,110	$73,752	Alternative Fuel Infrastructure - 30% credit (max $100k) SCE Charge Ready Program - Charging Infrastructure and Rebate Program Maximum of $2,900 per port

Estimated Cost of Delay: **$20,148.95** per year

Estimated Lifetime Energy Cost Savings[10]: **$201,764.50**

[9] Incentive program listed reflects the program with the highest available incentive for each measure
[10] EV measures are not included in these calculations

Site 3: Senior Center and Annex

Energy Efficiency Opportunities

Senior Center and Annex										
#	Energy Efficiency Measure	EUL (yrs)	Electric Energy Impacts (kWh/yr)	Electric Cost Impacts ($/yr)	Gas Energy Impacts (therm/yr)	Gas Cost Impacts ($/yr)	Gross Project Cost ($)	Simple Payback Period (yrs)	Incentive ($)	Incentive Program[11]
1	Flat Panel LED Lighting Throughout	12	26,424	$8,160	-106	-$268	$66,061	7.7	$5,285	SSP Custom
2	Lighting Occupancy Sensors	10	5,285	$1,632	-21	-$54	$8,000	4.4	$1,057	SSP Custom
3	Circulating Block Heater	7	3,720	$1,149	-	-	$1,750	0.7	$920	SSP Deemed
4	Replace (1) 100 & (1) 80 Gallon Natural Gas Storage Water Heaters with Heat Pump Water Heaters	15	-4,688	-$1,448	398	$1,011	$69,634	0->20	$7,480- $69,634	SSP Deemed
TOTALS			**30,741**	**$9,493**	**271**	**$1,225**	**$145,445**		**$14,742-$76,896**	

[11] Incentive program listed reflects the program with the highest available incentive for each measure

Energy Resilience Opportunities

Senior Center and Annex

#	Energy Resilience Measure	Meter Number	EUL (yrs)	Year-1 Electric Generation (kWh/yr)	Hours of Autonomy (Critical Power 100%)	Annual CO2 Avoided (MT CO2e)	Year-1 Electric Cost Impacts ($/yr)	$ / Watt Solar $ / kWh Battery	Gross Project Cost ($)	Simple Payback Period (yrs)	Incentive ($)	Incentive Program [12]
1	PV (Photovoltaic)	259000-074774 259000-018894	15	30,822	24	9	$7,515.69	$5.08	$90,000	8	$27,000	Investment Tax Credit (ITC) Base credit of 30
2	BEES (Battery Energy Storage System)	259000-074774 259000-018894	10	-	-	-	$4,009.82	$1,630.00	$399,000	>20	$208,250	Self-Generation Incentive Program (SGIP) Equity rebate of $850/kwH
3	PV+BEES	259000-074774 259000-018894	15	30,822	250	9	$12,563.85	$5.08 , $1630	$488,000	>20	$235,250	ITC and SGIP

[12] Incentive program listed reflects the program with the highest available incentive for each measure

Water Efficiency Opportunities

Senior Center and Annex												
#	Water Efficiency Measure	Water End Use	EUL (yrs)	Number of Fixtures	Water Savings (gal/yr)	Water Cost Savings ($/yr)	Electric Savings (kWh/yr)	Electric Cost Savings ($/yr)	Gross Project Cost ($)	Simple Payback Period (yrs)	Incentive ($)	Incentive Program[13]
1	Install faucet aerators on sinks to reduce hot water usage	Domestic/ restroom	7	13	3,159	$17	197.6	$61	$634	5	$247	SSP Deemed
2	Low flow toilets	Domestic/ restroom	20	10	13,760	$73	-	-	$3,500	>20	-	-
3	Low flow urinals	Domestic/ restroom	6	3	1,238	$7	-	-	$1,050	>20	-	-
TOTALS				**26**	**18,157**	**$96**	**197.6**	**$61**	**$5,184**		**$247**	

[13] Incentive program listed reflects the program with the highest available incentive for each measure

Electric Vehicle Infrastructure Opportunities

Senior Center and Annex

#	EV Charger Type	EV Charger Make and Manufacturer	EUL (yrs)	Number of Charging Ports	Avoided GHG Emissions	Gallons of Gas saved	EV Charging kWh/yr	Estimated Operational Expenses ($/yr)	Estimated Maintenance Expenses ($/yr)	Estimated Revenues ($/yr)	Gross Project Cost ($)	Incentive ($)	Net Project Cost ($)	Incentive Program[14]
1	Level 2 - 240V 7.7kW (Dual Port)1	Tellus Power UP160J	10	4	13.876	1,150	13,049	$6,404	$1,664	$3,960	$89,862	$16,110	$74,490	Alternative Fuel Infrastructure - 30% credit (max $100k) SCE Charge Ready Program - Charging Infrastructure and Rebate Program Maximum of $2,900 per port

Estimated Cost of Delay: **$22,525.45** per year

Estimated Lifetime Energy Cost Savings[15]: **$294,891.95**

[14] Incentive program listed reflects the program with the highest available incentive for each measure
[15] EV measures are not included in these calculations

Presented By Jazmine Dahi 09/19/2024

Site 4: New Library

PV and BESS measure recommendations pending new library plans

Next Steps

- Review Initial Measures List and select preferred measures
- Receive full ERAP Report
- Discuss steps for agency approval (council or board preferred) of ERAP Report

Item #19.I.

City of
IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Lease of City's Water Production Rights for FY2024/2025

City Manager's Recommendation:

Approve and authorize the City Manager to sign the First Extension of Temporary Assignment or Lease of Water Rights with Valley County Water District for Fiscal Year 2024/2025.

Administrative Action:

Submitted by:

Elizabeth Rodriguez, Public Services Director



Prepared by:
Aundrea Butler, Management Analyst



Reviewed by:

Adrian R. Guerra, City Attorney

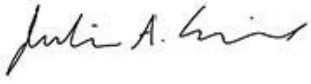


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City of Irwindale ("City") does not need its 285.38-acre feet of water production rights for FY 2024/2025. On February 8, 2024, staff issued a Notice to Bid to the following six water companies:

1. California Domestic Water Company	4. San Gabriel Valley Water Company
2. City of Azusa Light & Water	5. Valley County Water District
3. City of Arcadia	6. Valley View Mutual Water Co.

On March 4, 2024, staff received two bid proposals from the following water companies:

Water Companies	**Price Per AF**	**Total Amount of Lease**
Valley County Water District	$916.00	$261,408.08
San Gabriel Valley Water Company	$905.40	$258,383.05

Valley County Water District offered to pay 91.05% of $1,006 per acre-feet, which was the cost that the Main San Gabriel Basin Watermaster ("Watermaster") charges for cyclic storage purchases to offset replacement water obligations for FY 2023/2024. At the March 13, 2024 City Council Meeting, City Council approved and authorized the City Manager to enter into a one -year lease for the temporary assignment of the City's water production rights for FY 2023/2024 with Valley County Water District with the option of two (2), one-year extensions.

On February 20, 2025, the city received a letter from Valley County Water District requesting to extend the lease for FY 2024/2025 at the same rate of $916 per acre-feet, for a total of $261,408.08. This is the first of the two (2), twelve-month extensions. Staff recommends the temporary water lease be extended to Valley County Water District.

The First Extension to the Lease of Water Rights form is attached and subject to approval to form by the City Attorney.

Adoption of this lease approves and sets forth the terms of the water productions rights lease, and is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(1) of the CEQA Guidelines, which provides that a project is exempt by CEQA if the project is exempt by Statute (see e.g. Article 18, commencing with Section 15260). Per Section 15282 (u) of the CEQA Guidelines, the lease of the water rights is exempt as set forth in Section 1729 of the Water Code. Therefore, adoption of this lease is not subject to CEQA.

Fiscal Impact:

The one-year lease of the City's water production rights will result in $261,408.08 in revenues to the City's General Fund.

Attachments:

1. Valley County Water District's Extention Letter
2. Valley County Water District - Lease of Water Rights - FORM

5121 Lante Street
Baldwin Park, CA 91706

(626) 338-7301 Office
(626) 814-2973 Fax

www.vcwd.org

February 20, 2025

Ms. Elizabeth Rodriguez
City of Irwindale
5050 N Irwindale. Ave
Irwindale, CA 91706

Ms. Rodriguez,

This letter confirms Valley County Water District ("District") intent to extend our lease of 285.38 acre-feet of 2024-2025 water production rights owned by the City of Irwindale in the Main San Gabriel Basin for the amount of $261.408.08, which represents $916.00 per acre-foot.

The District agrees to make payment of the Total Amount of Lease within (30) days of the Main San Gabriel Basin Watermaster approval of the lease agreement.

If you have any questions regarding this lease extension, please contact me at (626) 338-7301 ext.201.

Sincerely,

Jose Martinez
General Manager

FIRST EXTENSION OF TEMPORARY ASSIGNMENT OR LEASE OF WATER RIGHT

For a valuable consideration, receipt of which is hereby acknowledged, City of Irwindale ("Assignor") does hereby assign and transfer to Valley County Water District, ("Assignee") commencing on July 1, 2024 and terminating June 30, 2025, on the following water right(s):

(Check the following appropriate category)

☒ Production Right	285.38 AF	☐ Integrated Production	
☐ Prescriptive Pumping Right	_____ AF	☐ Carryover Right	_____AF
☐ Base Annual Diversion Right	_____ AF		

Adjudicated to Assignor or his predecessor in the Judgement in the case of "Upper San Gabriel Valley Municipal Water District, v. City of Alhambra, et al," Los Angeles Superior Court No. 924128.
Said assignment is made upon condition that:

(1) Assignee shall exercise said right on behalf of Assignor for the period described hereinabove and the first water produced by Assignee from the Relevant Watershed of the Main San Gabriel Basin after the date hereof shall be that produced hereunder;
(2) Assignee shall put all waters utilized pursuant to said transfer to reasonable beneficial use; and
(3) Assignee shall pay all Watermaster assessments on account of the water production hereby assigned or leased.

The total lease amount of $261,408.08 will be paid by Valley County Water District to the City of Irwindale within 30 days from the Main San Gabriel Basin Watermaster's approval of the lease agreement. Through the first Temporary Assignment and Lease Agreement entered into by the Parties on May 13, 2024, the City reserved the right to extend the lease of water rights to the Lessee for two (2), twelve (12) month periods with approval from City Council at the rate of 90% of the cost that the Main San Gabriel Basin Watermaster charges for cyclic storage purchases to offset replacement water obligations for FY2024/2025. Through this First Extension, the City is exercising the first of the two (2), twelve (12) month extensions.

Dated: _____	Dated: _____
ASSIGNEE	ASSIGNOR
Valley County Water District	City of Irwindale
Jose Martinez, General Manager	Julian A. Miranda, City Manager
_____	_____
Signature	Signature
Name of Designee (of Assignee) to receive service of Processes and Notices:	Name of Designee (of Assignor) to receive service of Processes and Notices:
Jose Martinez, General Manager	Julian A. Miranda, City Manager
5121 Lante St.	5050 N. Irwindale Avenue
Baldwin Park, CA 91706	Irwindale, CA 91706
Tel. No.: 626/338-7301	Tel. No.: 626/430-2217

To be executed by both Assignee and Assignor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Assignor and a map of the service area where the water is intended to be used by the Assignee.

(Have the appropriate individual(s) or corporate attached acknowledges completed as part of the temporary transfer.)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION

(To be accompanied by completed "Stipulation Re Intervention After Judgement" if Assignee is not a party to the Judgement)

Item #19.J.

City of
IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Declaration of Surplus Vehicles, Equipment, and Miscellaneous Items

City Manager's Recommendation:

Adopt Resolution No. 2025-22-3610 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DELCARING VEHICLES, EQUIPMENT, AND MISCELLANEOUS ITEMS AS SURPLUS AND AUTHORIZING DISPOSITION OF THE SURPLUS VEHICLES, EQUIPMENT, AND MISCELLANEOUS ITEMS".

Administrative Action:

Submitted by:

Elizabeth Rodriguez, Public Services Director



Prepared by:

Aundrea Butler, Management Analyst



Reviewed by:

Adrian R. Guerra, City Attorney

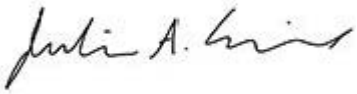


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Staff requests the Council determine the Public Services Maintenance and Police Department listed vehicles, equipment, and miscellaneous items as surplus equipment, and authorize the City Manager or his designee to dispose of these vehicles, equipment, and miscellaneous items in accordance with Irwindale Section 3.44.150 of the Municipal Code through auction or to be scrapped.

The fleet vehicles listed below have been retired from service. It has been the city's policy to dispose of vehicles after they have exceeded their life expectancy, reached a point where repairs are cost prohibitive or if the vehicle no longer serves a purpose. Generally, surplus vehicles are used as city pool vehicles or disposed of through a public auction service.

The vehicles to be declared surplus and disposed of are as follows (collectively, referred to as "Vehicles"):

VEHICLE/EQUIPMENT/MISC.	VEHICLE #	VIN OR SERIAL #
1999 Ford F350 Super Cab Paint Truck	PW106	1FDWF36S6XED06163
2002 Dodge Ram 1500 Quad Cab	PW112	3D7HA18N82G172822
2003 Super Duty Ford F550 Lift Truck	PW105	1FDAF56P83ED73794
2006 Dodge Charger SE	PW143	2B3KA43H76H511211
2008 Chevrolet 2500 Silverado	PW109	1GCHC23K48F190848
Concrete Mixer WC-62	N/A	Ji-751296
2002 John Deere Gator 4x2	PW115	W004X2X063215
2005 Texas Bragg Water Dog 1000 Gal	PW124	17XFJ102951058560
Ford New Holland 545D Tractor	PW113	D7194431
2007 Wanco Message Board	PW123	5F12S121X71005742
2008 Wanco Message Board	PW122	5F12S121981000968
2008 Wanco Message Board	PW121	5F12S121381000996
2008 Wanco Message Board	PW120	5F12S121X81000994

Old Mining Room Shelving	N/A	N/A
Pitney Bowes Postage Meter	928	Feeder#6006756; PSD#0345156
2011 Dodge Charger (License Plate #1376623)	157	2B3CL1CT8BH600846
2012 Dodge Charger (License Plate #1088752)	162	2C3CDXAT8CH287806
2012 Dodge Charger (License Plate #1088751)	163	2C3CDXAT7CH287831
2015 Dodge Charger (License Plate #1429315)	169	2C3CDXAT9FH883785
2016 Dodge Charger (License Plate #7TVK038)	170	2C3CDXCT6GH160068
2017 Dodge Charger (License Plate #1464449)	174	2C3CDXAT7HH657098

The 2011 Dodge Charger (License Plate #1367662) Police Vehicle #158 with VIN #2B3CL1CT0BH600162 is being transferred over to the Public Services Department/Fleet Maintenance.

The Vehicles have mechanical needs, due to mileage and age that are cost prohibitive to repair or are no longer used for their intended purpose. The Vehicles will be disposed of in the coming weeks through our auction service provider.

Fiscal Impact:

There is no fiscal impact on the General Fund. Some proceeds will be received from the sale or scrap of these vehicles; however, this amount is expected to be nominal. Any proceeds received will be credited back to the source fund used when the vehicles were purchased.

Attachments:

1. Declaration of Surplus Vehicles & Miscellaneous Items - RESOLUTION(1057368.1)

RESOLUTION NO. 2025-22-3610

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DELCARING VEHICLES, EQUIPMENT, AND MISCELLANEOUS ITEMS AS SURPLUS AND AUTHORIZING DISPOSITION OF THE SURPLUS VEHICLES, EQUIPMENT, AND MISCELLANEOUS ITEMS

WHEREAS, staff requests that City Council declare Exhibit "A" as surplus vehicles, equipment, and miscellaneous items (collectively, referred to as "Vehicles") and approve the disposal of these Vehicles; and

WHEREAS, the Vehicles have exceeded their life expectancy, reached a point where repairs are cost prohibitive or the Vehicle no longer serves a purpose; and

WHEREAS, it is the City's practice to dispose of surplus vehicles after they have exceeded their life expectancy or they reach a point where repairs are cost prohibitive as provided in Section 3.44.150 of the Irwindale Municipal Code, Disposition of Surplus Supplies and Equipment; and

WHEREAS, paragraph B of IMC 3.44.150 provides that: "Such items so declared to be surplus shall be offered for sale on a competitive bid basis. Bids may be solicited by written request, telephone, fax machine or by public auction, by use of an auction service, by advertisement in any newspaper or magazine, or by any combination of such methods the Irwindale Municipal Code Section 3.44.150 authorizes the sale, auction or transfer for surplus property to another government agency."

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

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

SECTION 2. It is in the best interest of the City to declare as surplus and dispose of the Vehicles through means appropriate as stated in IMC 3.44.150. Pursuant to Paragraph B of IMC 3.44.150, the City Council declares Exhibit "A" as surplus, and authorizes staff to send the Vehicles to the City's contracted auction service provider for public auction or to be scrapped.

SECTION 3. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 12th day of March, 2025.

_____

Larry G. Burrola, Mayor

ATTEST:

_____
Laura Nieto,
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. 2025-22-3610 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 12th day of March 2025, by the following vote:

Councilmembers:

NOES:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None
ABSENT:	Councilmembers:	None

_____
Laura Nieto
Chief Deputy City Clerk

EXHIBIT A

PUBLIC SERVICES MAINTENANCE SURPLUS VEHICLES, EQUIPMENT, AND MISCELLANEOUS ITEMS.

VEHICLE/EQUIPMENT/MISC.	VEHICLE #	VIN OR SERIAL #
1999 Ford F350 Super Cab Paint Truck	PW106	1FDWF36S6XED06163
2002 Dodge Ram 1500 Quad Cab	PW112	3D7HA18N82G172822
2003 Super Duty Ford F550 Lift Truck	PW105	1FDAF56P83ED73794
2006 Dodge Charger SE	PW143	2B3KA43H76H511211
2008 Chevrolet 2500 Silverado	PW109	1GCHC23K48F190848
Concrete Mixer WC-62	N/A	Ji-751296
2002 John Deere Gator 4x2	PW115	W004X2X063215
2005 Texas Bragg Water Dog 1000 Gal	PW124	17XFJ102951058560
Ford New Holland 545D Tractor	PW113	D7194431
2007 Wanco Message Board	PW123	5F12S121X71005742
2008 Wanco Message Board	PW122	5F12S121981000968
2008 Wanco Message Board	PW121	5F12S121381000996
2008 Wanco Message Board	PW120	5F12S121X81000994
Old Mining Room Shelving	N/A	N/A
Pitney Bowes Postage Meter	928	Feeder#6006756; PSD#0345156
2011 Dodge Charger (License Plate #1376623)	157	2B3CL1CT8BH600846
2012 Dodge Charger (License Plate #1088752)	162	2C3CDXAT8CH287806
2012 Dodge Charger (License Plate #1088751)	163	2C3CDXAT7CH287831
2015 Dodge Charger (License Plate #1429315)	169	2C3CDXAT9FH883785
2016 Dodge Charger (License Plate #7TVK038)	170	2C3CDXCT6GH160068
2017 Dodge Charger (License Plate #1464449)	174	2C3CDXAT7HH657098

The 2011 Dodge Charger (License Plate #1367662) Police Vehicle #158 with a VIN #2B3CL1CT0BH600162 is being transferred over to the Public Services Department/Fleet Maintenance.

Item #19.K.

City of
IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve Contract Extension to the 4th of July Fireworks Spectacular Show

City Manager's Recommendation:

Approve and authorize the City Manager to sign the contract extension for the July 4th Fireworks Spectacular Show.

Administrative Action:

Submitted/Prepared by:

Elizabeth Rodriguez, Public Services 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 April 27, 2022, the City Council approved Resolution No. 2022-38-3288, entitled, A Resolution of the City Council of the City of Irwindale, California, Waiving Formal Bidding Procedures Pursuant to

Irwindale Municipal Code Section 3.44.080(H), Authorizing the Issuance of a Purchase Order and Authorizing the City Manager to Enter into an Agreement with Pyro Spectaculars, Inc. to provide a 4th of July Fireworks Spectacular Show at the Housing Authority owned 10-acre Site on Allen Drive. The contract with Pyro Spectaculars, Inc. was a three-year approved contract agreement with set prices for each year and with an option for two (2) additional one (1) year terms, the cost of which shall not exceed 10% from year 2024 to 2025 and year 2025 to 2026.

Each year, there are two property owner approvals the City is required to obtain to hold the fireworks show on the Housing Authority Board 10-acre Site. Last year, staff was unable to obtain approval from the property owner adjacent to the Housing Authority Board 10-acre Site. As such, staff was required to reduce the height of the fireworks show and the sizes of the fireworks shells to ensure the adjacent property was not used as a fallout zone. Pyro Spectaculars, Inc. worked with City Staff to provide a longer show with smaller sized fireworks shells. Therefore, staff recommends moving forward with Pyro Spectaculars, Inc. as the firework company for this year's show per the option for two (2) additional one (1) year terms, the cost of which shall not exceed 10% from year 2024 to 2025 and based on their knowledge of the site and requirements necessary to provide this firework show.

On March 12, 2025, the Housing Authority Board adopted Resolution No. 2025-02-146, authorizing and approving the use of the 10-acre Site for the 4th of July Fireworks Spectacular Show. The City was unable to receive approval from the adjacent private property owner to allow for encroachment into their property, which requires the City to have a longer fireworks show with smaller sized fireworks shells at this location.

Fiscal Impact:

The 2025 Fireworks show cost for 2025 is $36,500. The cost is covered annually by a sponsorship from Athens Services. Sufficient funding for this show is available from a donation made from Athens Services.

Attachments:

1. Signed Contract Agreement with Pyro Spectacular for the 4th of July Fireworks Show
2. Contract Extension with Pyro Spectacular for 4th of July Fireworks Show

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :::: Fax: 909-355-9813

PRODUCTION AGREEMENT

(Special)

This agreement ("Agreement") is made this 27th day of April, 2022 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and City of Irwindale, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. Engagement - CLIENT hereby engages PYRO to provide to CLIENT three (3) fireworks productions ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 PYRO Duties – PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 CLIENT Duties – CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. Time and Place - The Productions shall take place on July 4, 2022, 2023 and 2024, at approximately 9:00 p.m., at Rock Quarry across the street from the City Hall, 5000 Allen Dr., Irwindale, CA, Site.

3. Fees, Interest, and Expenses -

3.1 Fee - CLIENT agrees to pay PYRO a fee of $33,350.00USD (THIRTY-THREE THOUSAND THREE HUNDRED FIFTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee $16,675.00USD (SIXTEEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS) plus estimated permit and standby fees, and other regulatory costs approximated at $00.00 OR an amount to be determined, for a total of $16,675.00, upon the execution of this Agreement by both parties but no later than April 13, 2022. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs".) The balance of the Fee shall be paid no later than July 5, 2022. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 Fee – For the July 4, 2023 Production, CLIENT agrees to pay PYRO a fee of $34,350.00 USD (THIRTY-FOUR THOUSAND THREE HUNDRED FIFTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO $17,175.00 USD (SEVENTEEN THOUSAND ONE HUNDRED SEVENY-FIVE DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at $00.00 OR an amount to be determined, for a total of $17,175.00, as a deposit ("Deposit") no later than April 3, 2023. The balance of the Fee shall be paid no later than July 5, 2023.

3.3 Fee – For the July 4, 2024 Production, CLIENT agrees to pay PYRO a fee of $35,350.00 USD (THIRTY-FIVE THOUSAND THREE HUNDRED FIFTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO $17,675.00 USD (SEVENTEEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at $00.00 OR an amount to be determined, for a total of $17,675.00, as a deposit ("Deposit") no later than April 1, 2024. The balance of the Fee shall be paid no later than July 5, 2024.

3.4 Upon mutual written agreement of the Parties, this Agreement may be extended by the Parties for up to two (2) additional one (1) year terms, the cost of which shall not exceed 10% from year 2024 to 2025 and year 2025 to 2026.

3.5 Interest - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.6 Expenses – PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. Proprietary Rights - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. Safety - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. Security - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. Cleanup - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. Permits - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Los Angeles County Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. Insurance - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. Indemnification - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. Limitation of Damages for Ordinary Breach - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. Force Majeure - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. Rescheduling Of Event - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. Right To Cancel – CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. No Joint Venture - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. Applicable Law - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. Notices - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO – Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT – City of Irwindale, 5050 N. Irwindale Ave., Irwindale, CA 91706,

18. Modification of Terms – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. Severability – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. Price Firm – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 13, 2022
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

By: _____

Its: President

Date: 3/31/22

City of Irwindale

By: _____

Its: City Manager

Julian A. Miranda

Print Name

Date: April 28, 2022

SHOW PRODUCER: Christopher Souza

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :::: Fax: 909-355-9813

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Irwindale ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- The Pyro Spectaculars, Inc., Productions shall take place on July 4, 2022, 2023 and 2024, at approximately 9:00 p.m., at Rock Quarry across the street from the City Hall, 5008 Allen Dr., Irwindale, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

Insurance Requirements	*Limits*	
Commercial General Liability	$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
Business Auto Liability- Owned, Non-Owned and Hired Autos	$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
Workers' Compensation	Statutory	
Employer Liability	$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

2025 Pyrotechnic Fireworks Proposal

PYRO SPECTACULARS by Souza®



City of Irwindale

July 4, 2025



February 6, 2025

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

Subject: Proposal for your event on **July 4, 2025**, **PROGRAM A** for **$36,500.00**

Pyrotechnics/Theatrical:	☐ Close Proximity	☒ Display Fireworks	☐ Firecrackers
Special Effects:	☐ Spark Machines	☐ Flames	☐ CO2 Cryo Jets
	☐ Confetti/Streamers	☐ Lights	☐ Foggers
Drones:	☐ Light Animations	☐ Accents	

Dear Priscilla Zepeda,

Pyro Spectaculars, Inc. is delighted to present our proposal for the full-service custom-designed **PROGRAM A** for the production of your upcoming event. We are confident that our production capabilities and crew experience will result in the display of an unforgettable experience for your audience.

Enclosed you will find three important documents that outline our **PROGRAM A** proposal in detail:

1. **Product Synopsis - Proposal**: Provides the specifications of the devices and products to be used in your event.
2. **Production Agreement:** Presents the terms and conditions for the production of your event, including engagements, duties, and payment dates and amounts.
3. **Scope of Work**: Outlines the responsibilities and services to be provided by both Pyro Spectaculars, Inc. and City of Irwindale that will be necessary for the execution of the production of your event, along with insurance limits and requirements.

To secure your program, return the fully executed Production Agreement to our office by the PRICE FIRM date, March 21, 2025. Please note that program availability, pricing, and show date may be subject to change if these are not timely received.

If you have any questions, or wish to discuss your program in detail, please do not hesitate to contact either myself or your dedicated Customer Service Representative, Luis Ruiz, at (909) 355-8120, extension 227.

Sincerely,

Pyro Spectaculars, Inc.

Aaron Beargeon

Aaron Beargeon, Show Producer
(LR)

Pyro Spectaculars, Inc.
P.O. Box 2329, Rialto, CA 92377 • Phone: (909) 355- 8120 • Fax: (909) 355-9813

Pyrotechnic Fireworks Proposal
City of Irwindale
PROGRAM A – July 4, 2025
$36,500.00

Main Body - Aerial Shells

Description	Quantity
♦ 2.5" Sky Concert Selections	192
♦ 3" Sky Concert Selections	350
Total of Main Body - Aerial Shells	**542**

Pyrotechnic Devices

Description	Quantity
♦ Sousa Platinum Line Custom Multishot Device	200 Shots
♦ Sousa Diamond Line Custom Multishot Device	786 Shots
♦ Crackling Palm Curtain 117 Shots	117
♦ 19mm Gold Glittering Brocade Comets	49
♦ Sousa Emerald Line Custom Multishot Device	200 Shots
♦ Sousa Silver Line Custom Multishot Device	140 Shots
♦ Sousa Pro-formance Mulitshot Device	64 Shots
Total of Pyrotechnic Devices	**1,556**

Grand Finale

Description	Quantity
♦ 2.5" Sky Concert Bombardment Shells	162
♦ 3" Sky Concert Bombardment Shells	170
Total of Grand Finale	**332**
Grand Total	**2,430**

Product descriptions are for specification of product quality, classification, and value.
Final product selections will be based on availability, suitability, and overall artistic style.

ADDENDUM ONE
TO
PRODUCTION AGREEMENT
BETWEEN THE CITY OF IRWINDALE
AND PYRO SPECTACULARS, INC.

The following sets forth the terms of this Addendum One to the Production Agreement by and between the City of Irwindale ("CLIENT") and Pyro Spectaculars, Inc., ("PYRO"), dated as of **April 27, 2022** (the "**Agreement**").

The Parties wish to amend the Agreement to add the following:

1. In accordance with the terms of the Production Agreement, paragraph 3.4, the Parties agree to extend the Agreement to include July 4, 2025. As agreed by the CLIENT and PYRO, PYRO shall provide one additional fireworks production in connection with the CLIENTS July 4, 2025 Event at the Rock Quarry across the street from City Hall, Irwindale, California, as follows:

    a. The Event shall take place on July 4, 2025, at approximately 9:00 PM, for the additional fee of **THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS** USD ($36,500.00).

    b. **Fee – For the July 4, 2025 Production**, CLIENT agrees to pay PYRO a fee of **$36,500.00** USD (**THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS**) ("Fee") for the Production. CLIENT shall pay to PYRO **$18,250.00** USD (**EIGHTTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS**) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at **$00.00 OR an amount to be determined,** for a total of **$18,250.00**, as a deposit ("Deposit") no later than **April 1, 2024**. The balance of the Fee shall be paid no later than **July 7, 2024.**

All other terms of the Agreement shall remain unchanged.

PRICE FIRM through March 21, 2025

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized agents, have executed this Addendum as of the date first written below.

PYRO SPECTACULARS, INC.,
a California corporation

By: _____
Vice President

Date 2/7/25

CITY OF IRWINDALE

By: _____
Julian A. Miranda, City Manager

Date _____

Item #19.L.

City of
IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of as-needed civil engineering, subdivision map review, and land surveying services contract

City Manager's Recommendation:

Authorize the City Manager to execute an agreement with Coory Engineering for As-Needed Civil Engineering, Subdivision Map Review, and Land Surveying Services for an amount not-to-exceed $250,000.

Administrative Action:

Submitted / Prepared by:

Eddie Chan, Director of Engineer/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:

In January 2025, a Request for Proposals was advertised on PlanetBids for On-Call Civil Engineering, Subdivision Map Review, and Land Surveying Services. The purpose was to find a qualified consultant to perform engineering services and review pending and future project-based applications and submittals. Applicants provide a deposit to the City for necessary engineering services and review as part of their project. The consultant providing services will be project-specific and compensated from the deposits collected from the respective project applicant.

The scope of services for these on-call or as-needed consulting services include, but is not limited to, the following:

- Civil Engineering plan check for land development projects and other Public Works Engineering CIP projects. Off-site Improvement plan checks shall include, but not be limited to Street Improvement, Traffic Signal Improvement, Landscape and Irrigation Improvement, Sewer Improvement, Offsite Drainage Improvement, and Streetlight Improvement.
- Civil Engineering technical documents review for land development projects and other Public Works Engineering CIP projects. Technical documents for review shall include but not be limited to Sewer Area Study and Hydrology Report.
- Review subdivision map, lot line adjustment application, and related documents.
- Perform land surveying services as directed by the Director of Engineering. This shall include but not be limited to boundary field surveys, setting up monuments and checking existing monuments, boundary surveys, conducting property records research, and construction staking.
- Prepare plats and legal descriptions and land survey documents as directed by the Director of Engineering.
- Provide full-service engineering and technical assistance to the City in its review of land development projects relating to sites that were once a mining or landfill site. The consultant shall possess mine reclamation & remediation and landfill expertise pertaining to the City's Building Code and other regulatory requirements associated with the mining sites subject to or not subject to the Surface Mining and Reclamation Act of 1975 (SMARA) and Local Enforcement Agency (LEA).

On January 29, 2025, a Request for Proposals was advertised on PlanetBids with a final submission date for proposals of February 19, 2025, at 5:00pm. The City received (7) proposals with the following results:

Consultant	**Ranking**
Coory Engineering	1
Transtech Engineers, Inc.	2
Willdan Engineering	3
KPFF, Inc.	4
Bureau Veritas North America, Inc.	5
Ladayu Consulting Group	6

Westland Group, Inc.	7

Irwindale Municipal Code (IMC) 3.44.020 Definition of “Services” exempts professional or other contractual services for which the procedure for procurement is specifically provided by law or approved city procedures or are in their nature unique and not subject to competition. The City has adopted a Purchasing Policy, which sets forth the procurement process for Professional Services. City staff have complied with Irwindale Purchasing Policy Section 5 Professional Consultant Selection requirements such that the contract is exempt from the centralized purchasing requirements of IMC Chapter 3.44, per IMC sections 3.44.060 and 3.44.080(D).

Staff evaluated each proposal received by ranking each consultant based on technical competency, project understanding, experience, staff qualifications, and assessment of existing contracts with other government agencies providing similar services. Coory Engineering was determined to be the most qualified firm with extensive experience in civil and land surveying engineering services. They consistently meet project deadlines and work within their allotted budget. The work product is accurate, credible and technically defensible.

Staff recommends the City Council approve and authorize the City Manager to execute an agreement with Coory Engineering for an on-call Civil Engineering, Subdivision Map Review, and Land Surveying Services for an amount not-to-exceed $250,000 per year.

The contract term shall be for two (2) years with an option to extend the contract for one (1) additional extended term of one (1) year. The total maximum contract term will be three (3) years for the contract.

The attached contract agreement has been reviewed and approved as to form by the City Attorney’s office.

Fiscal Impact:

None. Funding for this Agreement will be deducted from deposits provided to the City from a respective applicant of private development projects that are currently in the development application process and/or any future developments that apply.

Attachments:

1. CONTRA~1

AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN THE CITY OF IRWINDALE AND COORY ENGINEERING

This AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN THE CITY OR IRWINDALE AND COORY ENGINEERING (herein "Agreement") is made and entered into this 12th day of March, 2025 by and between the CITY OF IRWINDALE, a California charter city and municipal corporation ("City") and Coory Engineering, 1718 N. Neville Street, Orange, CA 92865, (herein "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the Parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 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 the Agreement.

1.4 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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) ("Contract Sum").

2.2 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 subcontractor contracts. Subcontractor 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, 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 of any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 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 cost 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 but not exceeding a total increase amount of Twenty-Five Thousand Dollars ($25,000.00) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

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 thirty (30) 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 two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Samir M. Khoury, PE is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. 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, and shall keep City informed of any changes.

4.2 Contract Officer. Julian Miranda, City Manager, or such person as may be designated by the City Manager is hereby designated as being the representative City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

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. Consultant shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City.

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) Commercial 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, either the general aggregate limit shall apply separately to this contract/location, or 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 either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other 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) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) 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 be subject to all of the requirements stated herein.

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. 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 this Section 5.2 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 endorsement 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.

The 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's 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 City's Risk Manager or other designee of City due to unique circumstances.

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, 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, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

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 and shall keep such records for a period of three (3) years following completion of the services hereunder. 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.

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 or as the Contract Officer shall require.

6.3 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 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 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 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 thereunder. 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.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant 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. 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.

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. 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, 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. If Consultant does not cure the default, City may take necessary steps to terminate this Agreement under this Article.

7.3 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 any legal action under this Agreement.

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.

7.4 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 the 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. 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, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". 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.

7.5 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 to City as previously stated.

8. MISCELLANEOUS

8.1 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.

8.2 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.

8.3 Notice. 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 the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. 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.

8.7 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 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 the following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a California charter city and municipal corporation

_____
Julian Miranda, City Manager

ATTEST:

_____
Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

COORY ENGINEERING

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 1718 N. Neville Street, Orange, CA 92865

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 _____, 2025 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

01005.0006/1042604.1

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 _____, 2025 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

01005.0006/1042604.1

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

a. Civil Engineering plan check for land development projects and other Public Works Engineering CIP projects. Off-site Improvement plan check shall include but not be limited to Street Improvement, Traffic Signal Improvement, Landscape and Irrigation Improvement, Sewer Improvement, Offsite Drainage Improvement, and Street Light Improvement.
b. Civil Engineering technical documents review for land development projects and other Public Works Engineering CIP projects. Technical documents for review shall include but not be limited to Sewer Area Study and Hydrology Report
c. Review subdivision map, lot line adjustment application, and related documents.
d. Perform land surveying services as directed by the Director of Engineering. This shall include but not be limited to boundary field surveys, setting monuments and checking existing monuments, boundary surveys, conducting property records research, and construction staking.
e. Prepare Plats and legal descriptions and land survey documents as directed by the Director of Engineering.
f. Provide full-service engineering and technical assistance to the City in its review of land development projects relating to sites that were once a mining or landfill site. Consultant shall possess mine reclamation & remediation and landfill expertise as pertaining to the City's Building Code and other regulatory requirements associated with the mining sites subject to or not subject to the Surface Mining and Reclamation Act of 1975 (SMARA) and Local Enforcement Agency (LEA).

II. 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.

III. Consultant will utilize the following personnel to accomplish the Services:

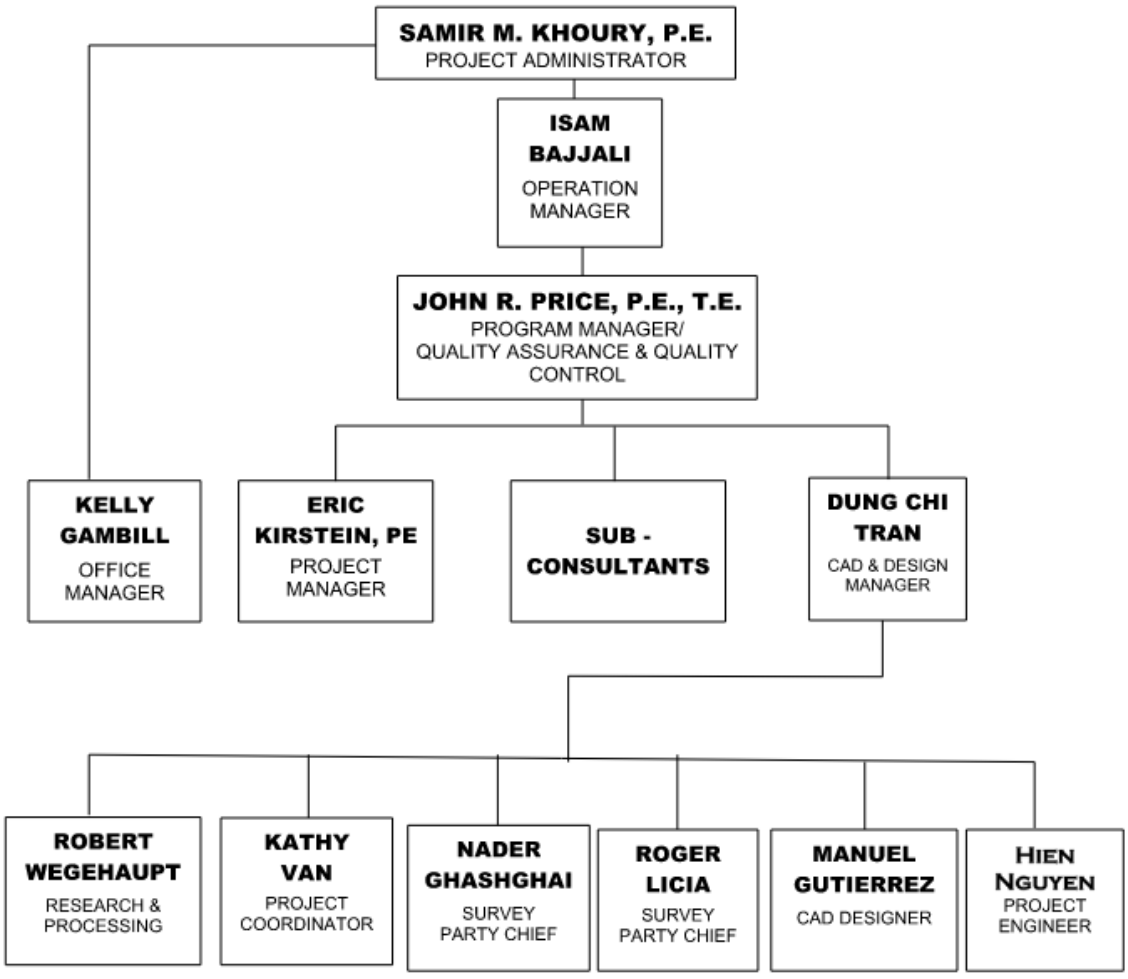

SAMIR M. KHOURY, P.E.
PROJECT ADMINISTRATOR
ISAM BAJJALI
OPERATION MANAGER
JOHN R. PRICE, P.E., T.E.
PROGRAM MANAGER/ QUALITY ASSURANCE & QUALITY CONTROL
KELLY GAMBILL
OFFICE MANAGER
ERIC KIRSTEIN, PE
PROJECT MANAGER
SUB - CONSULTANTS
DUNG CHI TRAN
CAD & DESIGN MANAGER
ROBERT WEGEHAUPT
RESEARCH & PROCESSING
KATHY VAN
PROJECT COORDINATOR
NADER GHASHGHAI
SURVEY PARTY CHIEF
ROGER LICIA
SURVEY PARTY CHIEF
MANUEL GUTIERREZ
CAD DESIGNER
HIEN NGUYEN
PROJECT ENGINEER

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

COORY ENGINEERING FEE SCHEDULE
FOR: THE CITY OF IRWINDALE

COORY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING

FEE SCHEDULE

- **OFFICE:**

PRINCIPAL ENGINEER:	$250.00/HR
PROJECT MANAGER:	200.00
DESIGN ENGINEER:	180.00
ENGINEERING TECHNICIAN:	150.00
CLERICAL / RESEARCH:	75.00

- **SURVEYING:**

1-MAN PARTY:	$230.00/HR
2-MEN PARTY:	350.00
3-MEN PARTY:	470.00

Effective: 2/19/2023

Note: Consumer Price Index (CPI) and inflation rate applies yearly.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

A. Line items for all 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.

IV. The total compensation for the Services shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00), as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services timely, as described in Exhibit "A," on an as-needed basis and subject to a mutually agreed upon timeline, from March 12, 2025 to March 12, 2027.**

II. **Unless earlier terminated in accordance with Section 7 of this Agreement, this Agreement shall continue in full force and effect for a period not exceeding two (2) years from the date hereof. City, at its sole and absolute discretion, may extend the contract term for one (1) additional period of one (1) year. The total maximum contract term will be of up to three (3) years.**

III. **The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

City of IRWINDALE
AGENDA REPORT

Date: March 12, 2025

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

From: Julian A. Miranda, City Manager/Executive Director

Issue: Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024

City Manager's Recommendation:

Receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2024.

Administrative Action:

Submitted / Prepared / Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager / Executive Director

Background and Analysis:

The City's Finance Department Staff is required to present to the City Council the City of Irwindale's annual financial statements and the results of the financial audit for the fiscal year ended June 30, 2024. The statements are referred to collectively as an Annual Comprehensive Financial Report (ACFR). The format and content requirements for ACFRs are set forth in guidelines developed by the Government Finance Officers Association of the United States and Canada (GFOA) and the California Society of Municipal Finance Officers (CSMFO).

The ACFR is composed of three (3) major sections as follows:

- The Introductory Section includes:
    - The Letter of Transmittal
    - A List of Principal City Officials at fiscal year-end
    - An Organization Chart at fiscal year-end
    - A copy of the GFOA Award received for Excellence in Financial Reporting for the prior year's ACFR.

- The Financial Section includes:
    - The Independent Auditors' Report
    - Management's Discussion and Analysis Report (MD&A)
    - Financial Statements
    - Notes to the Financial Statements
    - Required Supplementary Information

- The Statistical Section includes:
    - Financial Trend information
    - Revenue Trend Information
    - Debt Capacity
    - Demographic and Operating Information

The financial statements were audited by the independent public accounting firm of LSL, LLP, Certified Public Accountants, whose unmodified opinion is included within the financial section of the report. An unmodified opinion indicates that the financial statements present fairly the financial position of the City of Irwindale as of June 30, 2024, and the results of operations are in accordance with generally accepted accounting principles (GAAP).

The audited financial statements are for the City of Irwindale, which is the primary government, and for the component entities of the Irwindale Housing Authority, Irwindale Reclamation Authority, and the City of Irwindale as Successor Agency of the former Irwindale Community Redevelopment Agency.

As part of the audit, the auditors also reviewed and performed tests of the City's internal control procedures to determine if there are any deficiencies or instances of non-compliance. The results of these tests confirmed the City of Irwindale is in compliance with government auditing standards and no deficiencies were identified in the City's internal control structure.

Supplemental Audit Letters attached as part of the ACFR packet provide more detailed information regarding these results, and they include the following three supplemental Audit Letters:

- The Audit Communication Letter
- The 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
- The Independent Accountants' Report on Agreed-Upon Procedures Applied to Appropriations Limit Worksheets

The City of Irwindale ACFR for the fiscal year ending June 30, 2024, is available for review in the City Clerk's Office, the Irwindale Library, or the Finance Department. In addition, the ACFR is distributed to all City Council members, various federal and state government agencies, rating agencies and financial institutions, and is also made available on the City of Irwindale website for interested citizens.

Fiscal Impact:

The Annual Comprehensive Financial Report summarizes the financial position of the City of Irwindale, and its component units, as of June 30, 2024. There is no fiscal impact to approve the financial statements.

Attachments:

1. A. ACFR for the FY ended June 30, 2024
2. B. Audit Communication Letter
3. C. Independent Auditors' Report on Internal Control over Financial Reporting
4. D. Independent Accountant's Report on the Appropriations Limit



City of Irwindale California

Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2024

CITY OF IRWINDALE, CALIFORNIA

Annual Comprehensive Financial Report

For the Year Ended June 30, 2024

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CITY OF IRWINDALE, CALIFORNIA

Annual Comprehensive Financial Report

For the Year Ended June 30, 2024

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CITY OF IRWINDALE, CALIFORNIA

Annual Comprehensive Financial Report

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CITY OF IRWINDALE, CALIFORNIA

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February 26, 2025

Honorable Mayor, Members of the Council,
& Citizens of the City of Irwindale

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) for the City of Irwindale (City) for the fiscal year ended June 30, 2024. The City annually issues a report on its financial position and activity, audited by an independent firm of certified public accountants. The City's Finance Department prepared this report in accordance with generally accepted accounting principles (GAAP), as set forth by the Governmental Accounting Standards Board (GASB) and other sources. This ACFR conforms to GASB Statement 34 financial reporting standards, providing the reader a dual-perspective financial report and GASB 54 that requires fund balance reporting and governmental fund type definitions. The ACFR also complies with GASB 68, 75 and 87, and 96, which requires additional detailed financial information on the City's pension, other post-employment benefits, leases, and subscription-based information technology arrangements. The report contains a citywide view of all governmental activities, as well as a focus on the financial position and operating results of the City's major funds.

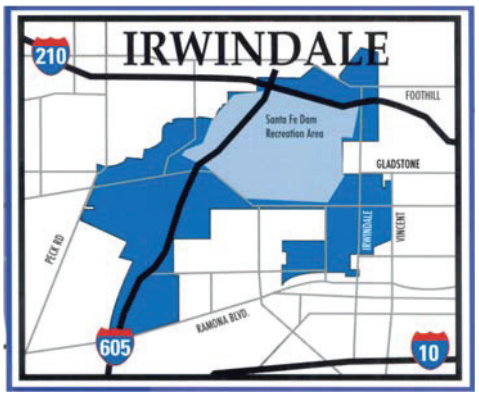
Responsibility for the accuracy of the data, and the completeness and fairness of the presentations and disclosures rests with the City. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse, and to compile sufficient reliable information for the presentation of the City's financial statements in conformity with accounting principles generally accepted in the United States of America. Because the cost of internal controls should not outweigh their benefits, internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds of the City. Also, all disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

LSL, LLP, Certified Public Accountants, have issued an unmodified opinion on the City of Irwindale's financial statement for the year ended June 30, 2024. The independent auditor's report is located at the front of the financial section of this report.

GAAP requires that management provide a narrative introduction overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

PROFILE OF THE GOVERNMENT

The City of Irwindale was incorporated in 1957 and is located in the center of the San Gabriel Valley which is just 20 miles east from downtown Los Angeles. The City is located at the confluence of the 605 and 210 freeways, providing an enviable location which attracts many large, well known and successful businesses. The City of Irwindale currently occupies a land area of about 9.5 square miles and serves a population of about 30,000 during the business day and approximately 1,499 that reside in the City.



The City of Irwindale is a full service, charter city. A charter city allows voters to determine how their city government is organized and, with respect to municipal affairs, enact legislation different than that adopted by the state. The City endeavors to create a livable community with a high quality of life through land-use policies that balance the need for housing, jobs, open space and essential services. The city is a legally separate and fiscally independent agency. It can issue debt, set and modify budgets, charge fees, and sue and be sued.

The City of Irwindale operates under the Council-Manager form of government with a five-member council, elected at large by the city residents. The City Council acts as the legislative body of the City. City Council members appoint the City Manager and City Attorney. City Council members serve four-year terms with elections staggered every two years. The Mayor and Mayor Pro-Tem are chosen by the Council to serve as the presiding officers. Traditionally, these positions serve a one-year term. The City Manager is responsible for carrying out the policies and ordinances of the governing council, for overseeing the day-to-day operations of City government, and working with the directors and managers of City departments.

The City provides a full range of services, including police protection; construction and maintenance of highways, streets and other infrastructure; community development; community services (such as recreation, senior center, aquatics, and library programs); parks; general and administrative services. The City is financially accountable for the successor agency to the former redevelopment agency, a housing authority, a reclamation authority, and a joint powers authority (which had no activity to report in FY 2023-2024) all of which are reported separately with the City's financial statements. Additional information regarding these legally separate entities can be found in the notes to the financial statements.

The Council is required to adopt a final budget by no later than the close of the fiscal year. The annual budget serves as the foundation for the City of Irwindale's financial planning and established control. The budget is prepared by fund, department, and division, and all funds of the City are appropriated annually. Department heads may transfer resources within a department as needed and available, and the City Manager has authority to transfer resources within an individual fund. Supplemental appropriations and transfers between funds require approval from the governing body.

REPORTING ENTITY

The California Supreme Court upheld Assembly Bill 1X 26 that provided for the dissolution of all redevelopment agencies in the State of California as of February 1, 2012. This action impacted the reporting entity of the City of Irwindale that previously reported a redevelopment agency within the reporting entity of the City as a blended component unit. On January 11, 2012, the City Council elected the City to become the Successor Agency to the former Irwindale Community Redevelopment Agency in accordance with Assembly Bill 1X 26. Additional information on the dissolution is included in Note 12 of the Notes to the Financial Statements.

This report combines the financial statements of the City of Irwindale, the Successor Agency to the Irwindale Community Redevelopment Agency, the Irwindale Housing Authority, the Irwindale Reclamation Authority, and the Irwindale Joint Powers Authority to constitute a single reporting entity. This combined presentation better represents the financial activities of the City of Irwindale.

ECONOMIC CONDITION AND OUTLOOK

In the years preceding the global health crisis, the city has enjoyed years of steady economic growth. Despite all the challenges like high interest rates, elevated trade tensions with China, the ongoing Russia-Ukraine war, conflict in the Middle East, climate change, state budget deficit, and elections, the efforts taken by the City to control or reduce costs have kept the City's reserves at a very strong level. City staff continue to approach budgeting conservatively, projecting revenues at the low end of expectations and expenditures at potential full cost.

Economic development projects in the City that have recently been completed, or are currently in progress, have contributed to the City's revenue base by bringing in significant additional building related revenue. The City is fortunate that building and construction activities were not restricted during the pandemic, and therefore the revenue losses caused by the pandemic were offset by the significant building related revenue the City has received.

In 2011, the City adopted a fund balance policy in compliance with Governmental Accounting Standards Board Statement No. 54. This fund balance policy includes a requirement of a minimum of $5 million assigned for economic contingencies. The assigned and unassigned fund balances in the General Fund total approximately $62 million, which equates to approximately 202% of the General Fund operating expenditure budget adopted for the following fiscal year. These reserves are assigned, or set aside, for several purposes, including capital asset replacement, capital improvement program, continuing appropriations, compensated absences, pension and other post-retirement benefits, and economic contingencies.

LONG-TERM FINANCIAL PLANNING

The City has consistently maintained strong financial reserves, and therefore the City remains cautiously optimistic as it faces the challenges of the downturn in the economy caused by the pandemic.

However, as part of the City's long term financial planning, it is still actively looking to generate more General Fund revenue to offset future expenditure increases. Some of the initiatives include adoption of a new ¼% Supplemental Transactions and Use Tax Measure IR going in effect as of April 1, 2025, a Commercial Linkage Fee on future development projects to generate revenue earmarked specifically for Housing Authority activities, and a .75% local Transactions and Use Tax Measure I that went into effect on April 1, 2020.

On the expenditure side, the City has also adopted significant policies to control future increases where possible. In addition to restructuring its risk management and liability program, the City has also taken strong measure to address its increasing pension and other post-retirement benefits liabilities.

The City is also continuing its concerted efforts in economic development. The City's Economic Strategic Plan was updated, and it outlined the City's best course of long-term economic strategies to create a sustainable stream of new revenues, while maximizing and leveraging development opportunities. Also, the City has a sales tax sharing agreement as part of its economic development strategies with the Home Depot.

Some of the priority near-term and long-term development opportunities include:

- A Materials Recovery Facility/Transfer Station on a 17-acre site
- Industrial/commercial development: The Park @ Live Oak Project. (Formally known as United Rock Pit #1)
- Retail/commercial/industrial development of the Vulcan Reliance II Pit
- Industrial/commercial development: Speedway Drive
- Industrial Development: 15715 Arrow Highway
- Industrial Development: 4416 Azusa Canyon Road
- Development Agreement: 210 FWY & 605 FWY
- Development Agreement: 4800 Rivergrade Road
- Industrial Development: 14005 Live Oak
- Industrial Development: 13620 Live Oak Avenue
- Industrial Development: 1600 Arrow Highway
- Industrial Development: 5555 Irwindale Avenue
- Industrial Development: 15801 First Street
- Industrial Development: 4500 Azusa Canyon Road
- Development Agreement: 901 Live Oak Ave.
- Development Agreement: 1270 Arrow Hwy

The City Council continues to prioritize its focus on discussing the vision for the Allen Drive Site. Topics include potential uses including housing and/or public facilities. Community development workshops will be planned and scheduled to take place starting in March of 2025.

CAPITAL IMPROVEMENT PROGRAM (CIP)

The City of Irwindale continues to complete capital and infrastructure projects to improve services to residents and visitors to Irwindale. Funding for CIPs are often from sources other than the General Fund. Project funding sources typically include the Mining Impact Fund, State Gas Tax, Proposition C, Measure R, TDA Article 3, Measure M, Measure W, Community Development Block Grants, Federal/State Grants, and Development Impact Fees.

During FY 2022-23, the City of Irwindale spent approximately $7.5 million in infrastructure and capital improvements. The project completed include the improvements made to Parks and Recreational Center and Resurfacing Project. The City also received $6,635,594 in grant funding for the design and construction of a new city library which its construction is expected to begin in March of 2025.

AWARDS AND ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Irwindale for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2023. This was the fourteenth consecutive year the City received this prestigious award. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized ACFR. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe the current ACFR continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The City's ACFR was prepared through the combined efforts of City staff, under the leadership of the City Council. We would like to extend our appreciation to the Mayor and City Council for their continued support in maintaining the highest standards of professionalism in the management of the City's finances. Special recognition is extended to the Finance Department Staff for their hard work and dedication throughout the year.

Respectfully submitted,



Kambiz Borhani, CPA, CGMA
Finance Director / City Treasurer



Julian A. Miranda
City Manager

CITY OF IRWINDALE

LIST OF PRINCIPAL OFFICIALS

JUNE 30, 2024

ELECTED OFFICIALS

Mayor . . . . . Albert F. Ambriz
Mayor Pro Tem . . . . . Larry G. Burrola
Councilmember . . . . . H. Manuel Ortiz
Councilmember . . . . . Mark A. Breceda
Councilmember . . . . . Manuel R. Garcia

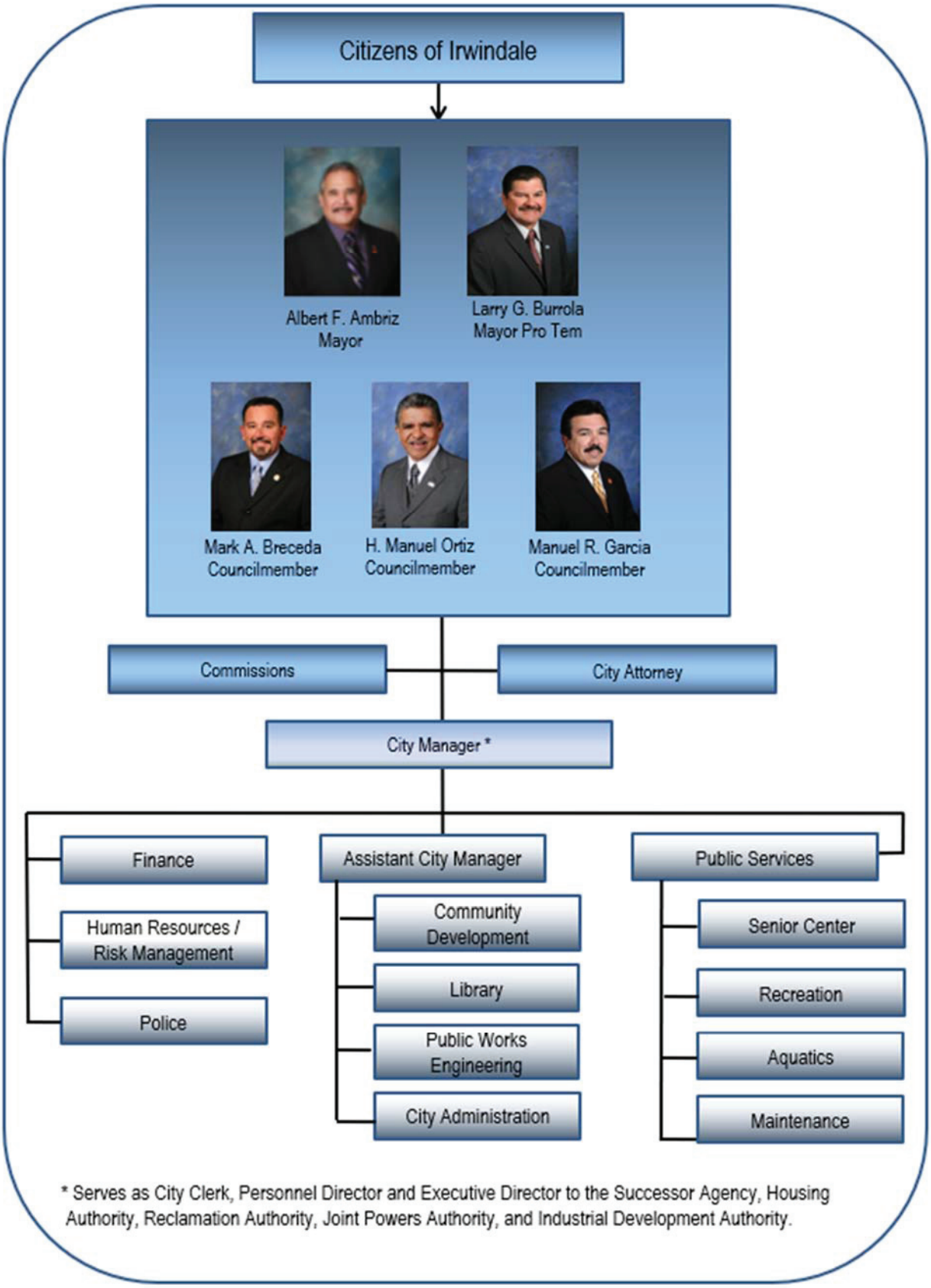
EXECUTIVE MANAGEMENT

City Manager . . . . . Julian A. Miranda
Assistant City Manager . . . . . Theresa Olivares
Finance Director/City Treasurer . . . . . Kambiz Borhani
Chief of Police . . . . . Christopher Hofford
Director of Engineer/Building Official . . . . . Eddie Chan
Community Development Director . . . . . Marilyn Simpson
Public Services Director . . . . . Elizabeth Rodriguez
Chief Deputy City Clerk . . . . . Laura Nieto

CITY ATTORNEY

Adrian R. Guerra, Aleshire & Wynder, LLP

CITY OF IRWINDALE
ORGANIZATION CHART
June 30, 2024



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Irwindale
California

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2023

Christopher P. Morrill

Executive Director/CEO

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information 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 City'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, each major fund, and the aggregate remaining fund information of the City, 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.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and required pension and other postemployment benefits schedules, 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.

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual fund financial statements and schedules ("supplementary information") are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 26, 2025, on our consideration of the City's internal control over 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 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 financial reporting and compliance.

LSL, LLP

Irvine, California
February 26, 2025

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CITY OF IRWINDALE
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2024

As management of the City of Irwindale, California (City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City (the "Primary Government") for the fiscal year ended June 30, 2024. It is encouraged that the readers consider the information presented here in conjunction with the accompanying basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of fiscal year (FY) 2023-24 by $167,965,794 (Net Position). This amount is reflective of the entire City which includes all funds. Of this amount, $79,031,319 is not restricted by external law or administrative action for a specified purpose. The City Council's approval is required before these funds may be used to meet the City's ongoing obligations to citizens and creditors. GASB defines "Net Position" as assets and deferred outflows of resources less liabilities and deferred inflows of resources. GASB requires the City to record infrastructure assets (streets, parks, buildings, etc.) less accumulated depreciation as a restricted fund balance titled, "Invested in Capital Assets" ($56,720,326). Restrictions for Special Revenue Funds ($32,214,149) reduces the Total Net Position to the Unrestricted Net Position ($79,031,319).
- Cash and Investments are $120,622,110 while Total Liabilities are $59,021,320; therefore, the City has Cash and Investments in excess of Total Liabilities of $61,600,790. In other words, Cash is approximately two times the amount of Total Liabilities.
- The City has zero bonded indebtedness and no bank loans.
- The City's Total Net Position increased by $10,731,438 during the fiscal year.
- As of June 30, 2024, the City's governmental funds (General Fund, Special Revenue Funds and Capital Projects Funds) reported combined ending fund balances of $117,696,206, an increase of $13,003,986 from the prior year.
- On June 30, 2024, fund balances for the General Fund were $62,394,744 ($6,227,674 is in nonspendable form, $5,000,000 is assigned for an economic contingency reserve, and $51,167,070 assigned for other specific purposes.)

OVERVIEW OF THE BASIC FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components:

1) Government-wide financial statements
2) Fund financial statements
3) Notes to basic financial statements

Other required supplementary information is included in addition to the basic financial statements.

Government-Wide Financial Statements. These statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *governmental activities* of the City include general government, public safety, public works, parks and recreation, capital outlay, and debt service. The City does not have any *business-type activities.*

The *statement of net position* presents financial information on all of the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenditures are reported for some items that will only result in cash flows in future fiscal periods (i.e., uncollected taxes and earned but unused leave).

The government-wide financial statements include not only the City as the primary government, but also a legally separate Irwindale (Public Financing, Housing, Reclamation, Industrial Development, and Joint Powers) Authorities, and Irwindale Community Foundation (a nonprofit entity) of the City. Although legally separate from the City, these component units are blended with the primary government because of their governance or financial relationships to the City.

GASB 68 reporting for pension was implemented ten years ago and the figures are recorded on the government-wide statements. The City has a net pension liability with CalPERS for $10,205,703, and a net pension liability of $2,773,509 with PARS; reflecting an overall net pension liability of $12,979,212.

GASB 75 reporting for other post-employment benefits (OPEB) was implemented in FY 2017-18. The City has an OPEB liability of $17,958,677.

GASB 96 reporting for Subscription-Based Information Technology Arrangement (SBITA) was implemented in FY 2022-2023. The City has a SBITA liability of $131,506.

The Redevelopment Agency of the City of Irwindale (Agency) was dissolved on February 1, 2012 as legislated in Assembly Bill x1 26. Its Successor Agency is shown as a Private Purpose Trust Fund.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and fiduciary funds.

Governmental Funds. *Governmental Funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental* activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances, provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains a variety of individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Housing Authority, Mining Impact Fund, and Capital Projects. All of which are considered to be major funds. Data from the remaining governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these other governmental funds is provided in the form of combining statements in the other governmental funds section of this report.

The City adopts an annual budget for all its funds. A budgetary comparison statement is provided for all funds with an annually adopted budget to demonstrate compliance with their respective budgets.

***Fiduciary Funds*.** Fiduciary funds, which consist solely of trust and agency funds, are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reported in the government-wide financial statements because the resources of those funds *are* not available to support the City's own programs. Fiduciary funds are custodial in nature and, therefore, the accounting used does not involve the measurement of the results of operations. The basic fiduciary fund financial statement can be found on pages 29-30 of this report. The assets, liabilities, fund equity

and operations of the dissolved Agency were transferred to the "Successor Agency Private Purpose Trust Fund".

Notes to the Basic Financial Statements. The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 31-65 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position over time, may serve as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities by $168 million at the close of the most recent fiscal year.

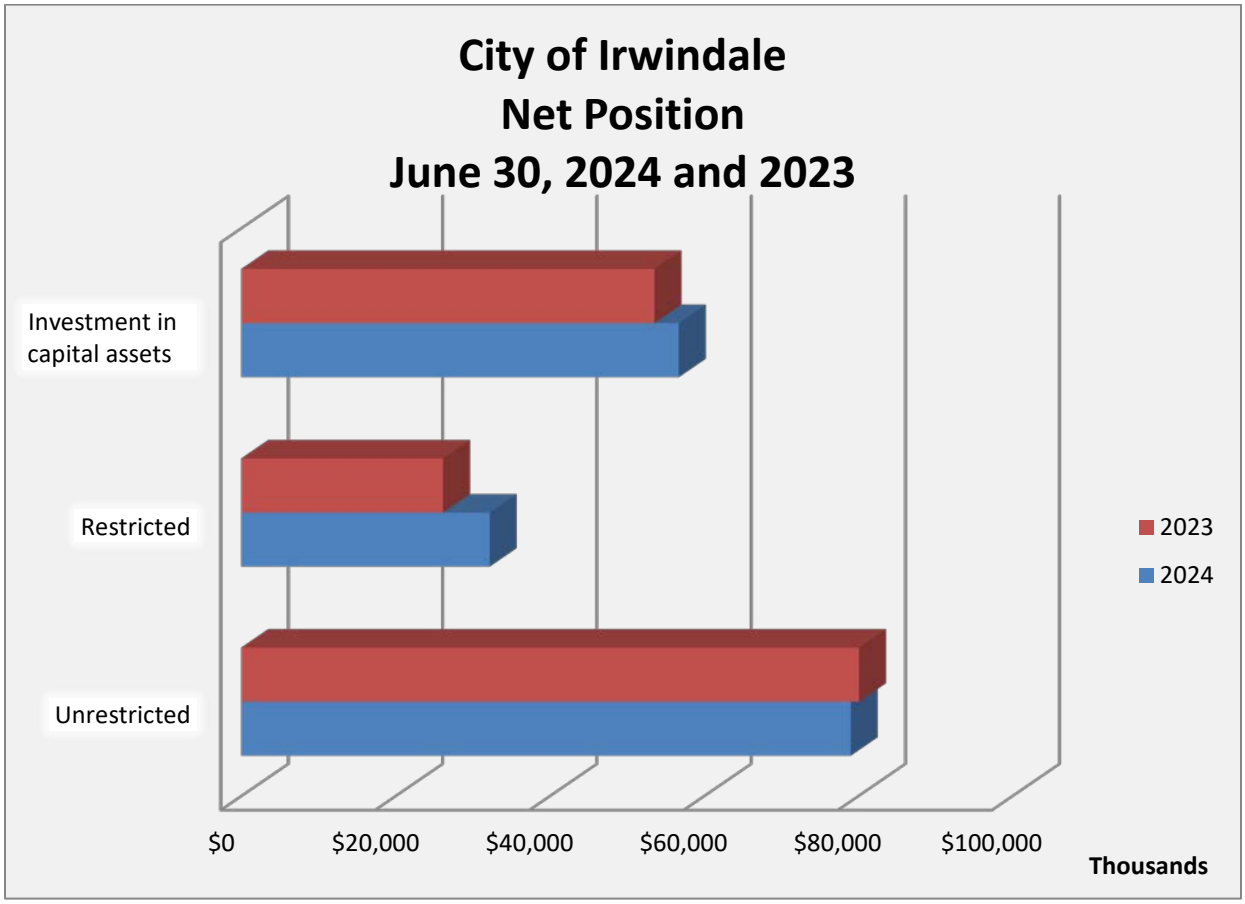
CITY OF IRWINDALE'S Net Position

	Governmental Activities	
	2024	**2023**
Assets:		
Current and other assets	$ 148,054,499	$ 138,273,211
Net pension asset - CalPERS	-	-
Land held for resale	15,568,641	15,568,641
Capital assets	57,146,461	53,485,047
Total Assets	**220,769,601**	**207,326,899**
Deferred Outflows:		
Pension related	11,600,881	16,121,140
OPEB related	5,527,093	3,955,800
Total Deferred Outflows	**17,127,974**	**20,076,940**
Liabilities:		
Current liabilities	26,206,880	27,320,582
Net pension and OPEB liabilities	30,937,889	26,546,391
Other liabilities	1,876,551	1,696,465
Total Liabilities	**59,021,320**	**55,563,438**
Deferred Inflows:		
Leases related	7,119,543	7,448,657
Pension related	3,701,111	4,432,532
OPEB related	89,807	112,835
Total Deferred Inflows	**10,910,461**	**11,994,024**
Net Position:		
Investment in capital assets	56,720,326	53,573,404
Restricted	32,214,149	26,167,094
Unrestricted	79,031,319	80,105,879
Total Net Position	**$ 167,965,794**	**$ 159,846,377**

By far, the largest portion of the City's net position (33.8%) reflects its investment in capital assets, (i.e., land, buildings, machinery, equipment, vehicles and infrastructure), less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources used to prepay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (19.2%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of $79,031,319 is unrestricted and may be used to meet the government's ongoing obligations to its citizens and creditors, subject to applicable federal and state laws and regulations.

At the end of the current fiscal year, the City is able to report in all reported categories of net position, both for the City as a whole, as well as for its separate governmental activities. The same situation held true for the prior fiscal year.



The City's overall net position increased $17,612,638 from the prior fiscal year. The reasons for this overall increase are discussed in the following sections for governmental activities.

Governmental Activities. During the current fiscal year, net position for governmental activities increased by $10,731,438 bringing the ending net position balance to $167,965,794. Key elements of this surge are a combination of factors highlighted below.

Revenue Highlights

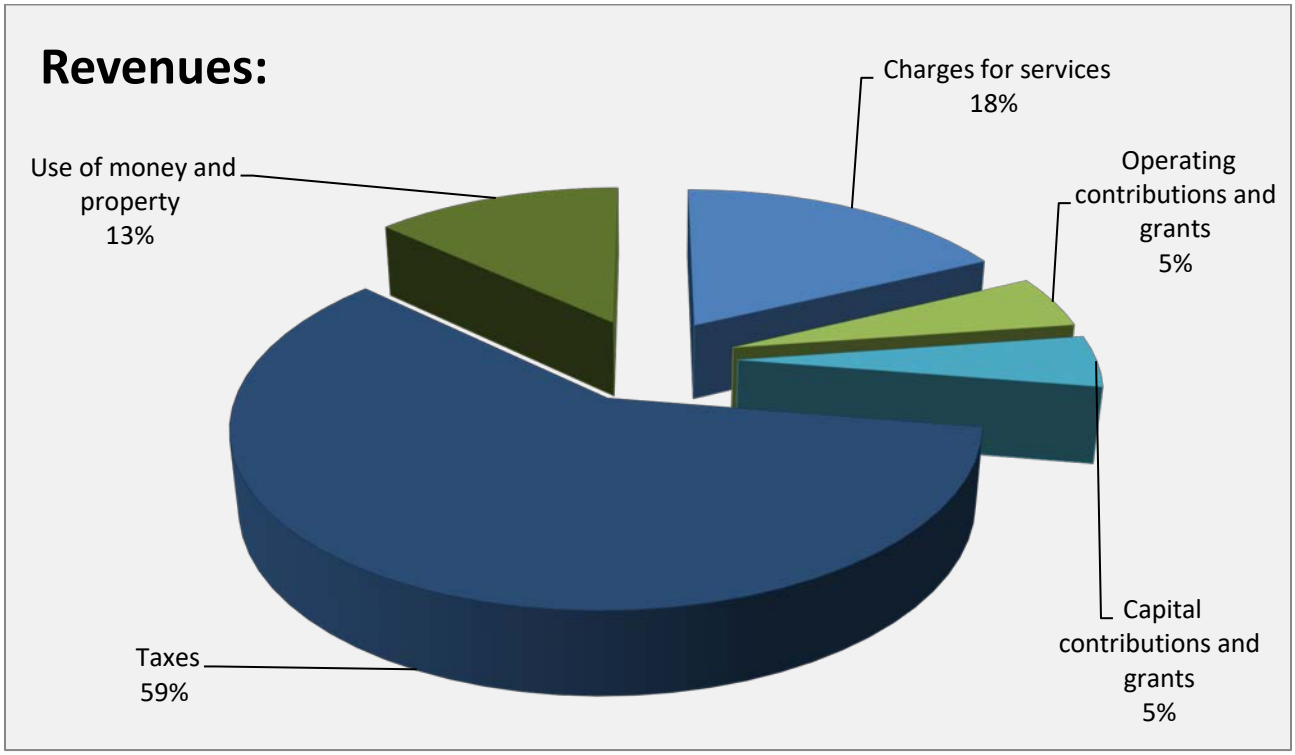
Total revenues of governmental activities were $50.0 million. The largest component of total revenue is taxes at $35.8 million, making up 72% of total revenues. This is consistent with the nature and purpose of governmental funds, particularly in the General Fund, were programs are largely supported by general taxes. Other general revenues also increased by $791 thousand mainly due to an increase in development related fees collected and higher investment income earned and overall better performance of the market.

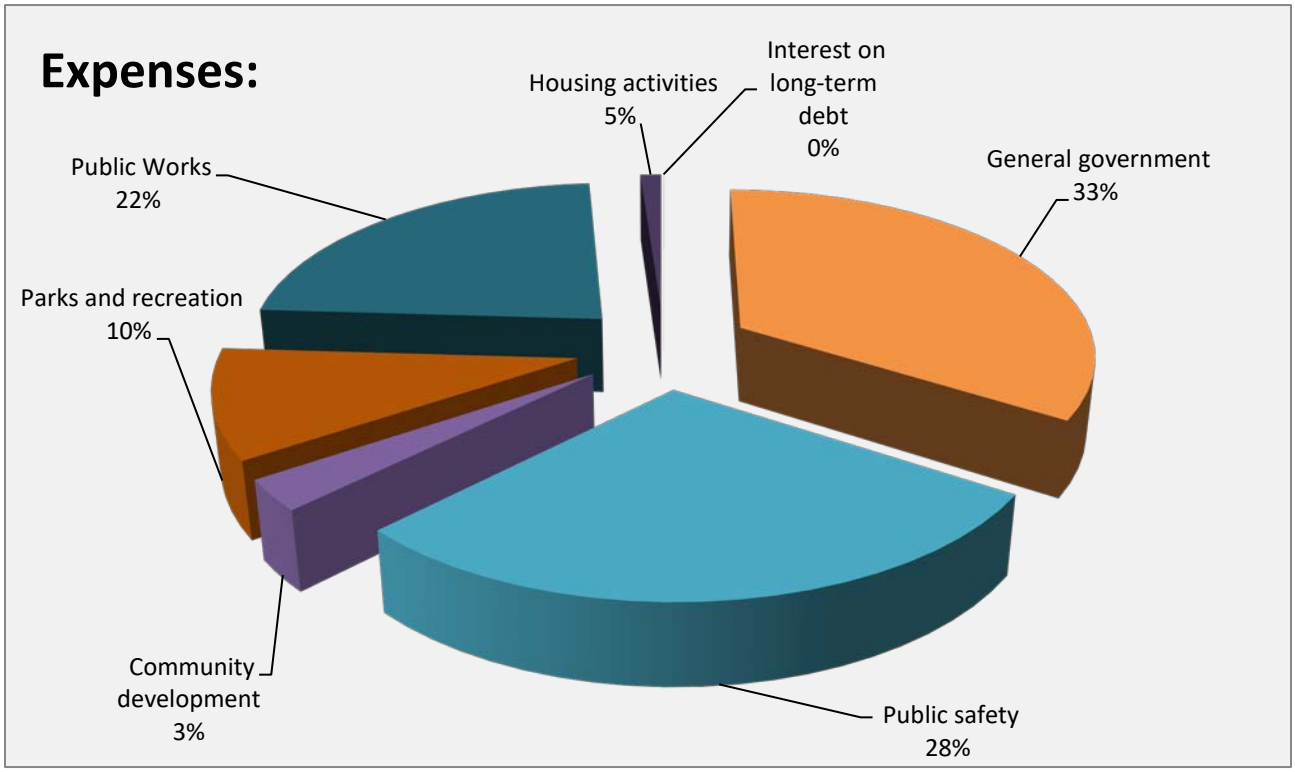
Expense Highlights

Functional expenses for the year totaled $39.2 million in the governmental funds, which was a decrease of $8.0 million from the prior year. 92% of this reduction was attributed to decrease in pension benefits obligations offset 4% increase in other post-employment benefits obligations, 3% in compensated absence benefits obligations, and the remaining 1% was the fluctuations in the remaining expense categories causing an overall reduction from prior year.

CITY OF IRWINDALE's Changes in Net Position

	Governmental Activities	
	2024	2023
Revenues:		
Program Revenues:		
Charges for services	$ 9,149,183	$ 8,783,269
Operating contributions and grants	2,545,319	1,169,585
Capital contributions and grants	2,479,451	2,118,916
General Revenues:		
Property taxes	2,975,587	3,109,565
Mining/processing taxes	8,520,874	7,238,368
Sales taxes	8,871,432	8,490,434
Franchise taxes	1,778,137	1,641,809
Business license taxes	2,296,812	1,748,055
Utility users taxes	4,453,120	3,988,477
Other taxes	-	645,882
Motor vehicle in lieu	208,128	189,089
Use of money and property	6,741,874	1,245,610
Other	1,470,044	-
Total Revenues	**51,489,961**	**40,369,059**
Expenses:		
General government	13,348,287	13,708,689
Public safety	11,226,109	14,987,378
Community development	1,147,420	-
Parks and recreation	4,067,859	5,611,869
Public Works	8,996,863	12,942,100
Housing	1,969,591	-
Interest on long-term debt	2,394	223
Total Expenses	**40,758,523**	**47,250,259**
Increase in net position	10,731,438	(6,881,200)
Net position - Beginning	159,846,377	170,530,331
Restatement of net position	(2,612,021)	(3,802,754)
Net position - Ending	**$ 167,965,794**	**$ 159,846,377**


Revenues:
Charges for services
18%
Use of money and
property
13%
Operating
contributions and
grants
5%
Capital
contributions and
grants
5%
Taxes
59%

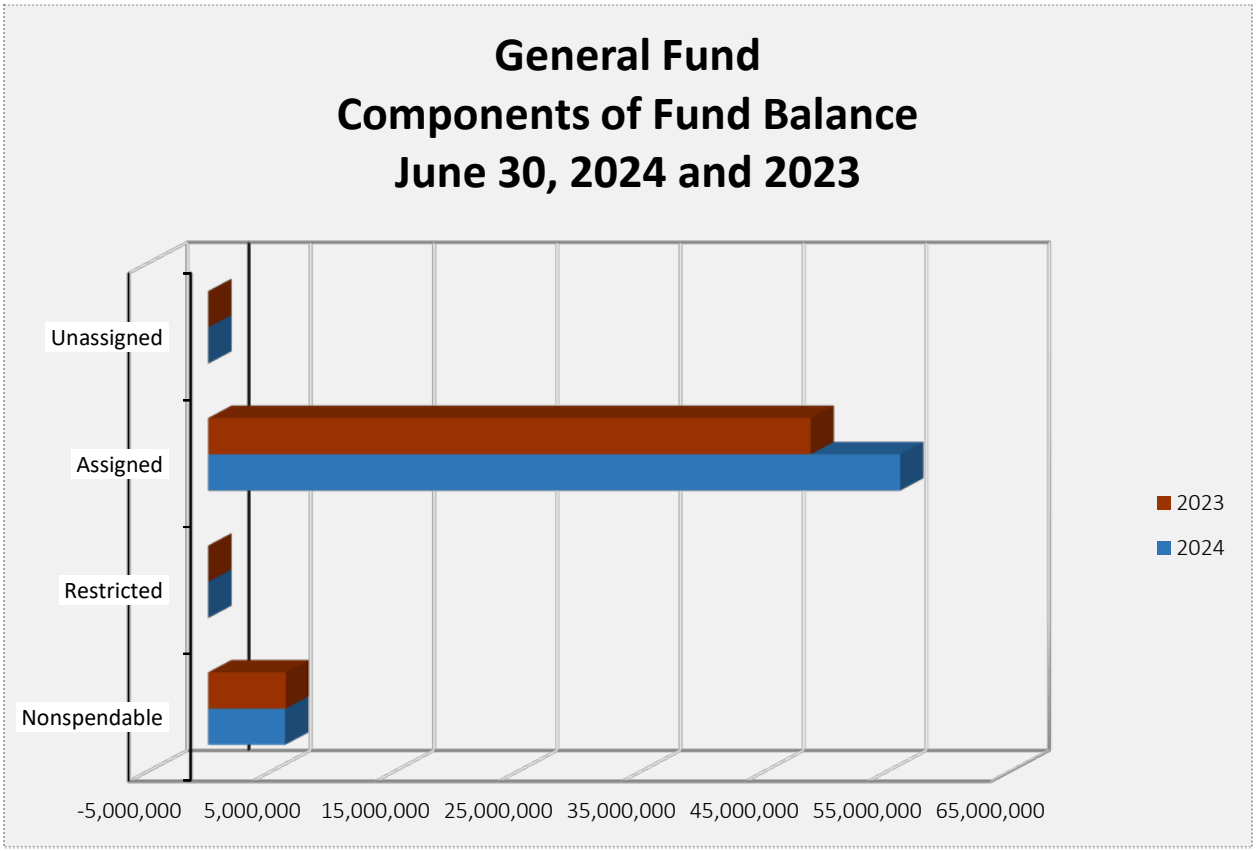

Expenses:
Housing activities
5%
Interest on
long-term
debt
0%
Public Works
22%
General government
33%
Parks and recreation
10%
Community
development
3%
Public safety
28%

FINANCIAL ANALYSIS OF THE CITY'S MAJOR FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

***Governmental Funds*.** The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balance of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the City Council.

On June 30, 2024, the City's governmental funds reported combined fund balances of $117,696,206, an increase of $13,003,986 in comparison with the prior year. $15,752,057 or 13.4% is nonspendable, $32,214,149 or 27.4% is restricted by external sources, and $69,732,700 or 59.2% assigned for other specific purposes deemed appropriate by the City Council.



General Funds

The general fund is the main operating fund of the City. At fiscal year-end, its fund balance was $62,394,744 (consisting of $6,227,674 in nonspendable form, $5,000,000 assigned to economic contingency reserve, and $51,167,070 assigned for other specific purposes,) which increased by $7,236,305 over the prior year. This increase is mostly attributed to higher revenues received in *Taxes* and *Use of Money and Property*. Also, as a measure of the general fund's liquidity, it may be useful to compare total fund balance to total funds' expenditures. Industry's best practice is to maintain no less than two months of regular general fund operating expenditures. Based on current year's General Fund expenditures and transfers out amount, two months equates to approximately $5 million dollars, which is consistent with both City Council policy requiring the City to maintain a minimum General Fund economic contingency of $5 million dollars, and as a matter of standard practice recommended in the industry.

Revenues and expenditures differences between actuals and the final budget for FY 2023-24:

- Actual revenues and transfers in were higher by $8,532,253 or 29% with two of its largest variances being: 1) taxes, which increased due to volume and use; 2) investment earnings, which is difficult to estimate since it is dependent on market's performance.
- Actual expenditures were under budget by $3,199,303 mainly due to salary savings from vacant positions, curtailing costs due to price hikes due to inflation in addition to shifting operational priorities to deal with the state of emergency declared by the federal, state, and city officials to deal with severe winter storms, flooding and mudslides.
- Transfers Out was under budget by $9,690,219 due to certain capital project timelines and/or costs shifted to next year.

Key factors for revenues and expenditures when compared to FY 2022-23 are as follows:

- The City's charge for services decreased by $94,070 or -3.9% mainly due to plan check fees which is driven by submittal of development applications, plans and specifications, and modifications needed which the timing can be held up for many grounds. Also, loss of Police TRAP Program grant.
- Use of money and property increased by $4,468,363 or 667% due to fluctuations in investment earnings and market's fair valuation.
- Miscellaneous type under other revenues increased by $46,666 or 2.7% mainly due to recovery of funds from damaged properties.
- Expenditures and transfers out increased by $7,326,168 or 31% more than the prior year figure mainly due to capital improvement project completions such as those for park and recreational facilities and resurfacing of streets improvements.

Housing Authority Funds (Includes Low- and Moderate-Income Housing Asset Fund and Irwindale Housing Authority Fund)

The fund balance of the Housing Authority Fund decreased by $75,808 mostly due to charges related to Linkage Fee, Housing Element, and Allen Drive Workshops.

Mining Impact Fund

The fund balance of the Mining Impact Fund decreased by $500,594 due to changes made in both personnel and operational costs percentage distribution between Mining Impact Fund and General Fund.

Capital Projects Fund

The fund balance of the Capital Project Fund increased by $51,159 due to higher interest rate earned and overall lower project expense incurred.

Non-Major Governmental Funds

The fund balance of all other Non-Major Governmental Funds increased by $6,292,924 from the previous fiscal year due to a large development impact fee received for a development project and higher investment earnings.

General Fund Budgetary Highlights

The City adopts annual appropriated operating budgets for its governmental funds (General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds) and reports the results of operation on a budget comparison basis.

In preparing its budgets, the City attempts to estimate its revenues using realistic, but conservative, methods so as to budget its expenditure appropriations and activities in a prudent manner. As a result, the City Council adopts budget adjustments during the course of the fiscal year to reflect both changed priorities and availability of additional revenues to allow for expansion of existing programs. During the course of the year, the City Council amended the originally adopted budget to re-appropriate prior year approved projects and expenditures, as well as approving many other adjustments for the current year.

The results of the General Fund for the year ended June 30, 2024, were revenues exceeding expenditures by $7,236,305. Revenues plus Transfers In were $8,532,253 more than the final budget and expenditures plus Transfers Out ended the year under budget (final) by $12,892,222. Both inflation and severe winter storm experienced adversely impacted General Fund expenditures and city services. To mitigate, the City significantly curtailed its non-essential expenditures during the last fiscal year in order to provide as much relief for the General Fund as possible. Compared to prior year, the General Fund experienced immense fluctuations in both revenues and expenditures.

CAPITAL ASSETS

The City's investment in capital assets for its governmental activities as of June 30, 2024, amounts to $56,720,326 million (net of accumulated depreciation). This investment in capital assets includes land, rights of way, construction in progress, buildings and improvements, machinery and equipment, and infrastructure. The total increase in the capital assets for the current fiscal year was approximately 6.2%.

CITY OF IRWINDALE's Capital Assets (net of depreciation)

	Governmental Activities	
	2024	2023
Land	$ 3,112,220	$ 3,112,220
Construction in Progress	11,969,702	4,972,088
Buildings and improvements	16,470,936	19,269,530
Furniture, fixtures and equipment	6,971,237	5,952,994
Lease assets	0	52,481
Subscription assets	214,580	100,805
Infrastructure	68,282,819	67,803,609
Total	**$ 107,021,494**	**$ 101,263,727**

GASB 34 requires the City account for infrastructure assets on its financial statements. The accompanying government-wide financial statements include those infrastructure assets that were either completed during the current fiscal year or considered construction in progress at current fiscal year-end.

Additional information on the City's capital assets can be found in Note 6.

EMPLOYEE COMPENSATED ABSENCES

As of June 30, 2024, the City's employees benefit obligations decreased by $120,243 or 7.5% from prior year.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

California economy remained resilient during Fiscal Year 2024 despite tough financial conditions with inflationary pressures and Federal Reserve Board waiting for an opportunity to curb a 16-month tide of interest rate hikes. California also experienced severe winter storms, causing floods, landslides, and mudslides requiring cities to use

California continues to struggle with a housing shortage and Irwindale is looking direct its focus on discussing the vision for the site on Allen Drive. City Council will be evaluating its potential uses which may include housing and/or public facilities. Community development workshops will be planned and scheduled to take place starting in March of 2025.

The City has protections from the State taking our monetary resources as a result of the passage of Proposition 1A in November 2004 and Proposition 22 in November 2010. However, on July 29, 2011, the Governor of the State of California signed Assembly Bills x1 26 (ABx1 26) and on December 29, 2011, the California Supreme Court issued their ruling upholding the constitutionality of ABx1 26; thereby all redevelopment agencies within the State of California were abolished, effective February 1, 2012. The City's loss of its' Redevelopment Agency eliminated about $1.5 million for local affordable housing and another $700,000 in local funding of capital projects.

The City has focused on strengthening its long-term fiscal health by using conservative approach in building its reserves to accomplish its strategical goals. To ensure long-term fiscal viability, during labor contract negotiations, the City made substantial changes to compensation, retirement, and benefits structure, in addition to seeking additional funding and grants to augment its budgeting initiatives in providing extra resources for Police, Capital Improvement Projects, and Parks and Recreation programs and activities for the community.

For FY 2024/25 budget, the City took into consideration the following factors:

- Sales Tax revenues are projected to increase by $1 million than FY 2023-2024.
- Property Tax and Vehicle License fees revenues are projected to increase over $350 thousand.
- Following revenues are expected to decrease: Mining related taxes by $150 thousand, Business License and Property Tax Transfer Taxes by $146 thousand, and Building related permits by $426 thousand.
- Franchise Tax revenue expects an increase of $150 thousand from prior year.
- Plan Check fees revenue is estimated to be $294,000 more than the year before.
- The City plans to contribute $1,500,000 towards its Other Post-Retirement Benefit (OPEB) unfunded actuarial liabilities.
- The employee bargaining units negotiated a 3% employee compensation cost of living adjustment in addition to increase in health insurance premiums.

A priority of the City is to maintain high quality of services while adopting a balanced budget. As in prior years, the FY 2024-2025 budget as adopted by the City Council is a sustainable budget and will serve as a guide in planning for the future.

REQUESTS FOR INFORMATION

This report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the office of the Finance Department, 5050 North Irwindale Avenue, Irwindale, CA 91706, or at www.IrwindaleCA.gov.

CITY OF IRWINDALE, CALIFORNIA
Statement of Net Position
June 30, 2024

	Governmental Activities
ASSETS	
Cash and investments	$ 120,622,110
Receivables:	
Accounts	1,009,439
Taxes	5,230,011
Accrued interest	878,750
Notes and loans	12,546,035
Leases	7,556,289
Restricted assets:	
Cash with fiscal agent	35,000
Land held for resale	15,568,641
Prepaid costs	176,865
Capital assets (not being depreciated/amortized)	15,081,922
Capital assets (net of accumulated depreciation/amortization)	42,064,539
Total assets	**220,769,601**
DEFERRED OUTFLOWS OF RESOURCES	
Pension-related	11,600,881
OPEB-related	5,527,093
Total deferred outflows of resources	**17,127,974**
LIABILITIES	
Accounts payable	2,041,039
Accrued liabilities	337,038
Deposits payable	15,692,476
Unearned revenue	8,136,327
Noncurrent liabilities:	
Due within one year: SBITA and compensated absences	1,002,941
Due in more than one year:	
Net pension liability	12,979,212
Net OPEB liability	17,958,677
SBITA and compensated absences	873,610
Total liabilities	**59,021,320**
DEFERRED INFLOWS OF RESOURCES	
Pension-related	3,701,111
OPEB-related	89,807
Lease-related	7,119,543
Total deferred inflows of resources	**10,910,461**
NET POSITION	
Net investment in capital assets	56,720,326
Restricted:	
General government	30,731
Public safety	1,054,685
Parks and recreation	691,749
Public works	22,907,833
Capital projects	267,180
Housing activities	7,261,971
Unrestricted	79,031,319
Total net position	**$ 167,965,794**

See Notes to Financial Statements.

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CITY OF IRWINDALE, CALIFORNIA
Statement of Activities
For the Year Ended June 30, 2024

Functions/Programs:	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Contributions and Grants	Program Revenues: Capital Contributions and Grants	Net (Expenses) Revenues and Primary Government: Governmental Activities
Primary government:					
Governmental activities:					
General government	$ 13,348,287	$ 495,419	$ 696,322	$ -	$ (12,156,546)
Public safety	11,226,109	241,205	1,192,420	-	(9,792,484)
Community development	1,147,420	-	9,941	33,804	(1,103,675)
Parks and recreation	4,067,859	97,406	56,411	-	(3,914,042)
Public works	8,996,863	8,315,153	590,225	2,445,647	2,354,162
Housing activities	1,969,591	-	-	-	(1,969,591)
Interest on long-term debt	2,394	-	-	-	(2,394)
Total governmental activities	**$ 40,758,523**	**$ 9,149,183**	**$ 2,545,319**	**$ 2,479,451**	**(26,584,570)**
General revenues and transfers:					
General revenues:					
Property taxes					2,975,587
Sales taxes					8,871,432
Franchise taxes					1,778,137
Business licenses taxes					2,296,812
Utility users tax					4,453,120
Mining/processing taxes					8,520,874
Motor vehicle in lieu - unrestricted					208,128
Use of money and property					6,741,874
Other					1,470,044
Total general revenues					**37,316,008**
Change in net position					**10,731,438**
Net position-beginning					159,846,377
Restatements - correction of error					(2,612,021)
Net position-beginning, as restated					157,234,356
Net position-ending					**$ 167,965,794**

See Notes to Financial Statements.

CITY OF IRWINDALE, CALIFORNIA
Balance Sheet
Governmental Funds
June 30, 2024

	General	Special Revenue Funds: Housing Authority	Special Revenue Funds: Mining Impact Fund
ASSETS			
Cash and investments	$ 65,662,547	$ 7,256,583	$ 14,580,286
Receivables:			
Accounts	490,007	-	9,104
Taxes	3,816,214	-	1,403,154
Notes and loans	6,551	12,539,484	-
Leases	7,556,289	-	-
Accrued interest	585,657	75,636	80,905
Due from other funds	21,239	-	-
Prepaid costs	102,482	71,899	2,484
Land held for resale	6,118,641	9,450,000	-
Restricted assets:			
Cash and investments	35,000	-	-
Total assets	**$ 84,394,627**	**$ 29,393,602**	**$ 16,075,933**
LIABILITIES			
Accounts payable	$ 1,243,533	$ 42,208	$ 317,955
Accrued liabilities	285,268	-	48,227
Unearned revenues	3,956,531	-	1,229,360
Deposits payable	9,360,722	-	943,017
Due to other funds	7,433	-	-
Total liabilities	**14,853,487**	**42,208**	**2,538,559**
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenues	26,853	12,539,484	-
Lease-related	7,119,543	-	-
Total deferred inflows of resources	**7,146,396**	**12,539,484**	**-**
FUND BALANCES (DEFICITS)			
Nonspendable:			
Prepaid costs	102,482	71,899	2,484
Notes and loans	6,551	-	-
Land held for resale	6,118,641	9,450,000	-
Restricted			
Housing activities	-	7,261,971	-
Public safety	-	-	-
Parks and recreation	-	-	-
Public works	-	-	-
Capital projects	-	-	-
General government	-	-	-
Assigned			
Capital asset replacement	14,067,688	-	6,415,838
Capital improvement program	9,600,219	-	1,311,058
Continuing appropriations	512,798	28,040	128,119
Compensated absences	1,368,905	-	359,446
Unfunded actuarial liabilities	25,617,460	-	5,320,429
Economic contingency	5,000,000	-	-
Total fund balances (deficits)	**62,394,744**	**16,811,910**	**13,537,374**
Total liabilities, deferred inflows of resources, and fund balances (deficits)	**$ 84,394,627**	**$ 29,393,602**	**$ 16,075,933**

See Notes to Financial Statements.

CITY OF IRWINDALE, CALIFORNIA
Balance Sheet
Governmental Funds
June 30, 2024

	Capital Projects Funds		
	Capital Projects Fund	Total Nonmajor Funds	Total Governmental Funds
ASSETS			
Cash and investments	$ 6,012,003	$ 27,110,691	$ 120,622,110
Receivables:			
Accounts	33,804	476,524	1,009,439
Taxes	-	10,643	5,230,011
Notes and loans	-	-	12,546,035
Leases	-	-	7,556,289
Accrued interest	14,804	121,748	878,750
Due from other funds	-	-	21,239
Prepaid costs	-	-	176,865
Land held for resale	-	-	15,568,641
Restricted assets:			
Cash and investments	-	-	35,000
Total assets	**$ 6,060,611**	**$ 27,719,606**	**$ 163,644,379**
LIABILITIES			
Accounts payable	$ 294,629	$ 142,714	$ 2,041,039
Accrued liabilities	-	3,543	337,038
Unearned revenues	76,261	2,874,175	8,136,327
Deposits payable	5,388,737	-	15,692,476
Due to other funds	-	13,806	21,239
Total liabilities	**5,759,627**	**3,034,238**	**26,228,119**
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenues	33,804	370	12,600,511
Lease-related	-	-	7,119,543
Total deferred inflows of resources	**33,804**	**370**	**19,720,054**
FUND BALANCES (DEFICITS)			
Nonspendable:			
Prepaid costs	-	-	176,865
Notes and loans	-	-	6,551
Land held for resale	-	-	15,568,641
Restricted			
Housing activities	-	-	7,261,971
Public safety	-	1,054,685	1,054,685
Parks and recreation	-	691,749	691,749
Public works	-	22,907,833	22,907,833
Capital projects	267,180	-	267,180
General government	-	30,731	30,731
Assigned			
Capital asset replacement	-	-	20,483,526
Capital improvement program	-	-	10,911,277
Continuing appropriations	-	-	668,957
Compensated absences	-	-	1,728,351
Unfunded actuarial liabilities	-	-	30,937,889
Economic contingency	-	-	5,000,000
Total fund balances (deficits)	**267,180**	**24,684,998**	**117,696,206**
Total liabilities, deferred inflows of resources, and fund balances (deficits)	**$ 6,060,611**	**$ 27,719,606**	**$ 163,644,379**

See Notes to Financial Statements.

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CITY OF IRWINDALE, CALIFORNIA
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
June 30, 2024

Amounts reported for governmental activities in the Statement of Net Position are different because:

Total fund balances - governmental funds		$	117,696,206
Capital assets, net of accumulated depreciation/amortization, used in governmental activities are not financial resources and, therefore, are not reported in the funds.			57,146,461
Differences between expected and actual experiences, assumption changes and net differences between projected and actual earnings, and contributions subsequent to the measurement date for the postretirement benefits (pension and OPEB) are recognized as deferred outflows of resources and deferred inflows of resources on the Statement of Net Position.			
Deferred outflows-pension related	11,600,881		
Deferred outflows-OPEB related	5,527,093		
Deferred inflows-pension related	(3,701,111)		
Deferred inflows-OPEB related	(89,807)		
Total deferred outflows and inflows related to postemployment benefits			13,337,056
Other long-term assets that are not available to pay for current period expenditures and, therefore, are either labeled unavailable or not reported in the funds.			
Long-term receivables	12,600,511		
Total other long-term assets			12,600,511
Long-term liabilities that are not due and payable in the current period, and therefore, are not reported in the funds.			
SBITA	(131,506)		
Compensated absences	(1,745,045)		
Net pension liability	(12,979,212)		
Net OPEB liability	(17,958,677)		
Total long-term liabilities			(32,814,440)
Net position of governmental activities		**$**	**167,965,794**

See Notes to Financial Statements.

CITY OF IRWINDALE, CALIFORNIA
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2024

		Special Revenue Funds	
	General	Housing Authority	Mining Impact Fund
REVENUES			
Taxes	$ 24,366,202	$ -	$ 4,318,531
Licenses and permits	2,167,580	-	-
Intergovernmental	142,036	-	-
Charges for services	2,300,716	-	-
Use of money and property	5,138,365	355,841	464,322
Fines and forfeitures	160,745	-	-
Contributions	56,411	-	-
Miscellaneous	1,797,519	2,040	150,000
Total revenues	**36,129,574**	**357,881**	**4,932,853**
EXPENDITURES			
Current:			
General government	8,068,035	-	2,746,363
Public safety	8,032,677	-	-
Community development	481,837	-	620,728
Parks and recreation	2,747,831	-	-
Public works	4,095,563	-	1,781,950
Housing activities	-	433,689	-
Capital outlay	799,432	-	191,932
Debt service:			
Principal	67,126	-	-
Interest and fiscal charges	2,394	-	-
Total expenditures	**24,294,895**	**433,689**	**5,340,973**
Excess (deficiency) of revenues over (under) expenditures	**11,834,679**	**(75,808)**	**(408,120)**
OTHER FINANCING SOURCES (USES)			
Transfers in	1,943,719	-	-
Transfers out	(6,652,367)	-	(92,474)
Subscription financing	110,274	-	-
Total other financing sources (uses)	**(4,598,374)**	**-**	**(92,474)**
Net change in fund balances	**7,236,305**	**(75,808)**	**(500,594)**
Fund balances (deficit)-beginning	55,158,439	16,887,718	14,037,968
Fund balances (deficit)-ending	**$ 62,394,744**	**$ 16,811,910**	**$ 13,537,374**

See Notes to Financial Statements.

CITY OF IRWINDALE, CALIFORNIA
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2024

	Capital Projects Funds		
	Capital Projects Fund	**Total Nonmajor Funds**	**Total Governmental Funds**
REVENUES			
Taxes	$ -	$ 400,159	$ 29,084,892
Licenses and permits	-	-	2,167,580
Intergovernmental	-	2,630,095	2,772,131
Charges for services	-	4,054,930	6,355,646
Use of money and property	84,964	698,382	6,741,874
Fines and forfeitures	-	-	160,745
Contributions	-	-	56,411
Miscellaneous	98,612	2,346,491	4,394,662
Total revenues	**183,576**	**10,130,057**	**51,733,941**
EXPENDITURES			
Current:			
General government	-	10,914	10,825,312
Public safety	-	171,499	8,204,176
Community development	-	34,914	1,137,479
Parks and recreation	-	233,220	2,981,051
Public works	-	597,349	6,474,862
Housing activities	-	-	433,689
Capital outlay	7,506,525	216,251	8,714,140
Debt service:			
Principal	-	-	67,126
Interest and fiscal charges	-	-	2,394
Total expenditures	**7,506,525**	**1,264,147**	**38,840,229**
Excess (deficiency) of revenues over (under) expenditures	**(7,322,949)**	**8,865,910**	**12,893,712**
OTHER FINANCING SOURCES (USES)			
Transfers in	7,374,108	8,522	9,326,349
Transfers out	-	(2,581,508)	(9,326,349)
Subscription financing	-	-	110,274
Total other financing sources (uses)	**7,374,108**	**(2,572,986)**	**110,274**
Net change in fund balances	**51,159**	**6,292,924**	**13,003,986**
Fund balances (deficit)-beginning	216,021	18,392,074	104,692,220
Fund balances (deficit)-ending	**$ 267,180**	**$ 24,684,998**	**$ 117,696,206**

See Notes to Financial Statements.

CITY OF IRWINDALE, CALIFORNIA
Reconciliation of the Statement of Revenues, Expenses and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Year Ended June 30, 2024

Amounts reported for governmental activities in the Statement of Activities are different because:

Net change in fund balances - total governmental funds:		$ 13,003,986
Governmental funds report capital outlays are expenditures. However, in the Statement of Activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation/amortization expense. This is the amount by which capital outlays exceeded depreciation/amortization expense in the current period.		
Capital outlay	8,644,996	
Loss on disposal	(36,154)	
Depreciation/amortization expense	(2,335,407)	
Total adjustment		6,273,435
Revenues reported as unavailable revenue in the governmental funds are recognized in the Statement of Activities. These are included in the operating contributions and grants revenues in the Statement of Activities.		(1,779,882)
Issuance of long-term debt (bonds and other debt) provide current financial resources to governmental funds, while the repayment of the principal on long-term debt consumes current financial resources of governmental funds. Whereas repayment of principal reduces long-term liability and issuance of new long-term debt increases long-term liability on the Statement of Net Position.		
Subscription financing	(110,274)	
Principal repayment on leases and subscriptions	67,125	
Total adjustment		(43,149)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.		
Compensated absences	(136,937)	
Changes in pension liabilities and related deferred outflows and inflows of resource	(5,508,818)	
Changes in OPEB liabilities and related deferred outflows and inflows of resources	(1,077,197)	
Total adjustment		(6,722,952)
Change in net position of governmental activities		**$ 10,731,438**

See Notes to Financial Statements.

CITY OF IRWINDALE, CALIFORNIA
Statement of Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2024

	Custodial Funds	Private Purpose Trust Funds
ASSETS		
Cash and investments	$ 388,805	$ 7,937,159
Receivables:		
Accounts	-	5,803
Accrued interest	1,900	82,082
Restricted assets:		
Cash and investments with fiscal agents	-	3,767,094
Total assets	**390,705**	**11,792,138**
DEFERRED OUTFLOWS OF RESOURCES		
Deferred charge on refunding	-	144,937
Total deferred outflows of resources	**-**	**144,937**
LIABILITIES		
Accounts payable	8,485	-
Accrued interest	-	393,396
Unearned revenues	-	270,252
Long-term liabilities:		
Due in one year	-	7,025,000
Due in more than one year	-	12,917,789
Total liabilities	**8,485**	**20,606,437**
NET POSITION		
Restricted for:		
Restricted for individuals, organizations, and other governments	382,220	(8,669,362)
Total net position	**$ 382,220**	**$ (8,669,362)**

See Notes to Financial Statements.

CITY OF IRWINDALE, CALIFORNIA
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2024

	Custodial Funds	Private Purpose Trust Funds
ADDITIONS		
Taxes	182,483	6,877,013
Interest and change in fair value of investments	10,903	590,064
Miscellaneous	-	5,803
Total additions	**193,386**	**7,472,880**
DEDUCTIONS		
Administrative expenses	35,025	239,160
Contractual services	118,490	23,070
Utilities	4,180	-
Interest expense	-	1,021,452
Total deductions	**157,695**	**1,283,682**
Net increase (decrease) in fiduciary net position	**35,691**	**6,189,198**
Net position (deficit)-beginning	346,529	(14,858,560)
Net position (deficit)-ending	**$ 382,220**	**$ (8,669,362)**

See Notes to Financial Statements.

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of the Reporting Entity

The City of Irwindale, the primary government, was incorporated on August 7, 1957, under the laws of the State of California and enjoys all the rights and privileges applicable to a Charter City. It is governed by an elected five-member board. As required by accounting principles generally accepted in the United States of America, these financial statements present the City of Irwindale (the City) and its component units, entities for which the City is considered financially accountable.

The inclusion of an organization within the scope of the reporting entity of the City is based on the provisions of GASB Statement No. 14 (as amended by GASB Statements No. 39, 61 and 80). The blended component units discussed below, although legally separate entities, are in substance part of the government operation and so data from these component units has been combined herein. The following criteria were used in the determination of the blended component units:

1. The members of the City Council also act as the governing body of the Irwindale Public Financing Authority, the Irwindale Housing Authority, and the Irwindale Reclamation Authority.

2. The Public Financing Authority, the Housing Authority and the Reclamation Authority are managed by employees of the City. A portion of the City's personnel costs is allocated to these component units each year.

3. The City, the Public Financing Authority, the Housing Authority and the Reclamation Authority are financially interdependent. They provide financial benefit/burden to the City.

Blended Component Units

The Irwindale Public Financing Authority was established on October 29, 1990, pursuant to the State of California Joint Exercise of Powers Act. Its purpose is to acquire, construct, modify and rehabilitate facilities; undertake a program of local agency bond pooled financing and lending; and make more efficient use of the common powers of the City and the former Irwindale Community Redevelopment Agency.

The Irwindale Housing Authority was established on August 27, 1987, by a joint exercise of powers agreement between the City and the former Community Redevelopment Agency. Under the bond law, the Authority has the power to issue bonds and loan the proceeds to any local agency.

The Irwindale Reclamation Authority was established on August 17, 2004, under a Joint Powers Agreement between the City and the former Irwindale Redevelopment Agency (Successor Agency). The Authority is organized to receive and reassign the operating rights from each of the mining companies under SMARA for certain quarries located in the City for the purpose of complying with the California Surface Mining and Reclamation Act of 1975 (SMARA) and implementing State Mining and Geology Board Reclamation Regulations (SMGB Regulations). On September 12, 2018, the City Council, Reclamation Authority Board, Successor Agency and the Industrial Development Authority approved the assignment of interest of the Successor Agency in the Irwindale Reclamation Authority to the Industrial Development Authority.

The Industrial Development Authority was established on November 30, 1982, pursuant to State law under Government Code sections 91500 et seq. Its purpose is to provide businesses with an alternative method of financing in acquiring, constructing, or rehabilitating facilities, including, but not limited to, equipment and furnishings. It further has the power to issue revenue bonds.

The Irwindale Joint Powers Authority was established on April 24, 2013, pursuant to Article 1 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California. Its purpose is to provide an entity which can provide assistance to the Irwindale Housing Authority and the City in their respective financing undertakings and to provide assistance in the financing of public capital improvements to be owned by either member. During the year under audit, there was no activity.

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Separate financial statements have not been prepared for the Irwindale Public Financing Authority, the Irwindale Housing Authority, the Irwindale Reclamation Authority, the Industrial Development Authority and the Irwindale Joint Powers Authority.

The Irwindale Community Foundation (the Foundation) is a nonprofit Foundation whose purpose is to provide assistance to fund recreation, senior center, aquatics, library, and park improvement programs for the City. The Foundation is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code (IRC) and applicable state statutes. Separate financial statements are available for the Foundation at City Hall.

B. Government-Wide and Fund Financial Statements

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 primary government and its component units. Governmental activities are normally supported by taxes and intergovernmental revenues. The primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment 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.

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

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. 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 when requirements are met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The City's fiduciary funds consist of custodial funds and a private purpose trust fund. Custodial funds and private purpose trust funds are accounted for using the *"economic resources"* measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property taxes, franchise taxes, licenses 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.

The City reports the following major governmental funds:

- The General Fund accounts for all unrestricted resources except those required to be accounted for in another fund.

- The Housing Authority Fund accounts for the transactions of the Irwindale Housing Authority which was established for the development of low and moderate income housing in the City. The fund reports restricted resources and assets transferred from the former Irwindale Community Redevelopment Agency Low and Moderate Income Housing Fund after the passage of AB 1X 26.

- The Mining Impact Fund accounts for the excavation and processing taxes received from the various mining companies in the City.

- The Capital Projects Fund – This fund accounts for all of the City's capital projects, encompassing all projects for new or improvements to City buildings, parks, streets, storm drains, and mining pits. Funding for these projects will be transferred from approved appropriations in the General Fund, Mining Impact Fund, special revenue funds, grants, or project contributions.

Additionally, the City reports the following fund types:

- Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted for specified purposes.

- Custodial Funds are used to account for funds held for the benefit of parties outside the government. The resources in these custodial funds are not used to support any City programs. Custodial funds for the City consists of the Street Light Assessment District and the Sewer Maintenance Assessment District Fund.

- Private-purpose trust funds are used to account for the assets and liabilities of the former redevelopment agency and the allocated revenue to pay estimated installment payments of enforceable obligations until the obligations of the former redevelopment agency are paid in full and assets have been liquidated.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes. Certain indirect costs are included in the program expense reported for individual functions and activities.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Budgetary Information

1. Budgetary Basis of Accounting

The City Council approves each year's budget submitted by the City Manager prior to the beginning of the new fiscal year. Public meetings are conducted prior to its adoption by the Council. The budget is prepared by fund, function and activity, and includes information on the past year, current year estimates and requested appropriations for the next fiscal year. Supplemental appropriations, where required during the period, are also approved by the Council. The City Manager is authorized to transfer budgeted appropriations within the control accounts provided no change is made to the total amount for any one fund. Actual expenditures may not exceed budgeted appropriations at the fund level. At fiscal year-end all operating budget appropriations lapse. During the year, several supplementary appropriations were necessary.

Encumbrances

Encumbrances are estimations of costs related to unperformed contracts for goods and services. These commitments are recorded for budgetary control purposes in the General, Special Revenue and similar governmental funds.

Budget Basis of Accounting

Budgets for governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). Accordingly, actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items.

The Irwindale Community Foundation and Asset Forfeiture State Funds did not adopt a budget for the fiscal year ending June 30, 2024, and therefore a budgetary comparison schedule is not presented.

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position or Equity

1. Cash and Investments

Investments are reported at fair value, which is the quoted market price at June 30, 2024. The City's policy is generally to hold investments until maturity or until fair 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.

2. 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). All other outstanding balances between funds are reported as "due to/from other funds."

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

All trade and property tax receivables are shown net of an allowance for uncollectibles.

Property tax revenue is recognized on the basis of NCGA Interpretation No. 3 (adopted by GASB); that is, in the fiscal year for which the taxes have been levied providing they become available. Available means then due, or past due and receivable within the current period and collected within the current period or expected to be collected soon enough thereafter (not to exceed 60 days) to be used to pay liabilities of the current period. The County of Los Angeles collects property taxes for the City. Tax liens attach annually as of 12:01 A.M. on the first day in January preceding the fiscal year for which the taxes are levied. The tax levy covers the fiscal period July 1 to June 30. All secured personal property taxes and one-half of the taxes on real property are due November 1; the second installment is due February 1. All taxes are delinquent, if unpaid, on December 10 and April 10, respectively. Unsecured personal property taxes become due on the first day of January each year and are delinquent on August 31.

3. Inventories, Prepaid Items and Land Held for Resale

Governmental funds use the purchases method to account for their inventories of materials and supplies. Under the purchase method, inventories are reported as expenditure when purchased rather than capitalized as an asset. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items using the purchases method in both government-wide and fund financial statements.

Land purchased for resale is capitalized as inventory at acquisition costs or net realizable value if lower.

4. Capital Assets

Capital assets, which include property, plant, equipment, lease assets under GASB Statement 87, subscription assets under GASB Statement 96, infrastructure assets (e.g. roads, bridges, sidewalks and similar items) and intangible assets, are reported in the governmental activities' column in the government-wide financial statements. Capital assets other than infrastructure assets are defined by the government as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of three years. Infrastructure assets have a capitalization threshold of $100,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets, donated works of art and similar items and capital assets received in a service concession arrangement are recorded at acquisition value at the date of donation.

In accordance with GASB Statement No. 34, the City has reported its general infrastructure assets acquired after June 30, 1980, which include pavement, sidewalk, curb, gutter, streetlights, storm drains, bridges and traffic signals.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment of the primary government, as well as its component units, are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Infrastructure	25 - 100
Lease assets	3 - 10
Subscription assets	3 - 10
Buildings	50
Furniture, Fixtures and Equipment	3 - 10

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

5. Deferred Outflows/Inflows of Resources

Deferred outflows of resources represent a consumption of net assets that applies to a future periods and so will *not* be recognized as an outflow of resources (expenditure) until then. The City has two items that qualify for reporting in this category. It is the deferred amounts related to pension and OPEB. The deferred amounts related to pension and OPEB relate differences between estimated and actual investment earnings, changes in actuarial assumptions, and other pension and OPEB related changes.

In addition to liabilities, the statement of financial position includes a separate section for *deferred inflows of resources*. Deferred inflows of resources represent an acquisition of net assets that applies to a future periods and so will *not* be recognized as an inflow of resources (revenue) until that time. The City has three items that qualify for reporting in this category. *Unavailable revenue* is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes and special assessments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In the government-wide financial statements the City reports deferred amounts related to leases and deferred amounts related to pension and OPEB.

Net difference between projected and actual earning on pension or OPEB plan investments	5 years	All plans
All other amounts are amortized over the expected average remaining service lifetime (EARSL) of the respective plan. As of June 30, 2024, EARSL were:	0 years 3.8 years 3.8 years 4.7 years	OPEB plan Pension Misc. – Cost Sharing Plan Pension Safety – Cost Sharing Plan Retirement Enhancement Plan

6. Net Position Flow Assumption

Sometimes the City 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, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

7. Fund Balance Flow Assumptions

Sometimes the City 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 City'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.

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

8. Subscription-Based Information Technology Arrangements

The City is a subscriber for a noncancellable subscription of information technology services. The City recognizes a subscription liability and an intangible right-to-use subscription asset (subscription asset) in the government-wide financial statements. The City recognizes subscription liabilities with an initial, individual value of $5,000 or more.

At the commencement of a subscription, the City initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for subscription payments made at or before the subscription commencement date, plus certain initial direct costs. Subsequently, the subscription asset is amortized on a straight-line basis over its useful life. Key estimates and judgments related to subscriptions include how the City determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) lease term, and (3) subscription payments.

- The City uses the interest rate charged by the vendor as the discount rate. When the interest rate charged by the vendor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for subscriptions.

- The subscription term includes the noncancellable period of the subscription. Subscription payments included in the measurement of the subscription liability are composed of fixed payments that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its subscriptions and will remeasure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

Subscription assets are reported with other capital assets and subscription liabilities are reported with long-term debt on the statement of net position.

9. Compensated Absences

Vacation pay is payable to employees at the time a vacation is taken or upon termination of employment, upon completion of six months of service. Sick leave is payable when an employee is unable to work because of illness. Upon termination, sick leave accrued will be paid based on the following:

- 75% reimbursement from one day up to 60 days;
- 50% reimbursement from 60 days up to 100 days; and
- 25% reimbursement for any amount of days over 100.

10. Claims and Judgments

Only the short-term liability, if any, is reflected as a current liability in the applicable governmental fund. The short-term liability, which will be liquidated with expendable available financial resources, is the amount of settlement reached, but unpaid, related to claims and judgments entered. As of June 30, 2024, there were no material long-term claims and judgments against the City and no liability was reported.

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

11. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities statement of net position. Bond premiums and discounts are amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

12. Pensions

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. CalPERS audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For the pension plan administered under the California Public Employee's Retirement System (CalPERS), the following timeframes are used:

Valuation Date	June 30, 2022
Measurement Date	June 30, 2023
Measurement Period	July 1, 2022 to June 30, 2023

For the pension plan administered under the PARS Retirement Enhancement Plan (PARS), the following timeframes are used:

Valuation Date	June 30, 2023
Measurement Date	June 30, 2024
Measurement Period	July 1, 2023 to June 30, 2024

13. Other Post-Employment Benefits (OPEB) Liability

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's plan (OPEB Plan), the assets of which are held by the California Employers' Retiree Benefit Trust Program (CERBT), and additions to/deductions from the OPEB Plan's fiduciary net position have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes.

For this report, the following timeframes are used:

Valuation Date	June 30, 2023
Measurement Date	June 30, 2023
Measurement Period	July 1, 2023 to June 30, 2024

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

14. Fund Equity

In the fund financial statements, government funds report the following fund balance classification:

Non-spendable 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.

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 a resolution. City Council adopted Resolution 2011-33-2519 on June 22, 2011, to establish a general fund economic contingency reserve at a minimum of $5,000,000.

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes.

The accounting policies of the City considers restricted fund balance to have been spent first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts. The General Fund is the only fund that has a positive unassigned balance.

15. Functional Classifications

Expenditures of the Governmental Funds are classified by function. Functional classifications are defined as follows:

- General Government includes legislative activities which have a primary objective of providing legal and policy guidelines for the City. Also included in this classification are those activities which provide management or support services across more than one functional area.
- Public Safety includes those activities which involve the protection of people and property.
- Public Works includes those activities which involve the maintenance and improvement of City streets, roads and park development and maintenance.
- Parks and Recreation includes those activities, which involve the parks and recreation system.
- Housing includes those activities which involve the Housing Authority.
- Capital Outlay includes those activities which involve the acquisition of capital assets.
- Debt Service includes those activities that account for the payment of long-term debt principal, interest and fiscal charges.

NOTE 2: STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

A. Deficit Fund Equity

At June 30, 2024, The City reported deficit fund equities in the following funds:

Fund Name	Fund Type	Deficit	Cause
Successor Agency of the Former Irwindale Community Redevelopment Agency (ICRA)	Private Purpose Trust Fund	(8,669,362)	(a)

(a) Deficit due to the dissolution of the ICRA, and is expected to be eliminated through future distributions from the Redevelopment Property Tax Trust Fund.

NOTE 3: CASH AND INVESTMENTS

As of June 30, 2024, cash and investments were reported in the accompanying financial statements as follows:

Governmental activities		
Cash and investments	$	120,622,110
Restricted		35,000
Fiduciary funds		
Cash and investments		8,325,964
Restricted		3,767,094
Total Cash and investments	$	132,750,168

Demand deposits	$	6,351,774
Investments		126,398,394
Total Cash and investments	$	132,750,168

The City maintains a cash and investment pool that is available for use for all funds. Each fund type's position in the pool is reported on the combined balance sheet as cash and investments. The City has adopted an investment policy, which authorizes it to invest in various investments.

Deposits

As of June 30, 2024, the carrying amount of the City's deposits was $6,351,774 and the bank balance was $7,245,304. The $893,530 difference represents outstanding checks and other reconciling items.

The California Government Code requires California banks and savings and loan associations to secure a City's deposits by pledging government securities with a value of 110% of a City's deposits. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of a City's total deposits. The City Treasurer may waive the collateral requirement for deposits which are fully insured up to $250,000 by the FDIC. The collateral for deposits in federal and state chartered banks is held in safekeeping by an authorized Agent of Depository recognized by the State of California Department of Banking. The collateral for deposits with savings and loan associations is generally held in safekeeping by the Federal Home Loan Bank in San Francisco, California as an Agent of Depository. These securities are physically held in an undivided pool for all California public agency depositors. Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an "Agent of Depository" has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository are considered to be held for, and in the name of, the local governmental agency.

NOTE 3: CASH AND INVESTMENTS (CONTINUED)

Investments

Under provision of the City's investment policy, and in accordance with the California Government Code, the following investments are authorized:

- Bonds issued by the City
- United States Treasury Bills, Notes & Bonds
- Registered state warrants or treasury notes or bonds issued by the State of California
- Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Treasurers, other local agencies or Joint Powers Agencies
- Obligations issued by Agencies or Instrumentality of the US Government
- Bankers Acceptances
- Negotiable Certificates of Deposit which are fully insured by the Federal Deposit Insurance Corporation (FDIC)
- Repurchase/Reverse Repurchase Agreements
- Medium Term Notes
- Corporate Bonds which are fully insurance by the Federal Deposit Insurance Corporation (FDIC)
- Money market mutual funds
- Funds held under the terms of a Trust Indenture or other contract or agreement
- Collateralized bank deposits with a perfected security interest

Investments Authorized by Debt Agreements

The above investments do not address investments of debt proceeds held by a bond trustee. Investments of debt proceeds held by a bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy.

Investments in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State statute. The State Treasurer's Office audits the fund annually. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawals is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. LAIF does not impose limits or restrictions on participant withdrawals, and the entire balance of the City's investment in the portfolio is available for withdrawal at any time. LAIF is not registered with the Securities and Exchange Commission and is not rated. Deposits and withdrawals in LAIF are made on the basis of $1 and not fair value. Accordingly, the City's investment in this pool is measured on uncategorized inputs not defined as Level 1, 2, or 3.

GASB Statement No. 31

The City adopted GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, as of July 1, 1997. GASB Statement No. 31 establishes fair value standards for investments in participating interest earning investment contracts, external investment pools, equity securities, option contracts, stock warrants and stock rights that have readily determinable fair values. Accordingly, the City reports its investments at fair value in the balance sheet. All investment income, including changes in the fair value of investments, is recognized as revenue in the operating statement.

NOTE 3: CASH AND INVESTMENTS (CONTINUED)

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City's investment policy limits investments in medium-term notes (MTN's) to those rated "AA" or higher by Standard and Poor's (S&P) or by Moody's. As of June 30, 2024, the City's investments in Federal Agency investments were rated "AAA" by Moody's and S&P. All securities were investment grade and legal under State law. Investments in U.S. treasuries are not considered to have credit risk and, therefore, their credit quality is not disclosed. As of June 30, 2024, the City's investments in external investment pools and money market mutual funds are unrated.

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party.

As of June 30, 2024, none of the City's deposits or investments was exposed to custodial credit risk.

Concentration of Credit Risk

The City's investment policy imposes restrictions for certain types of investments with any one issuer for the following types of investments: Medium Term Notes (30%), Medium Term of any one corporation (15%), Banker's Acceptances (20%), and Bank's acceptance of any one commercial bank (10%). With respect to concentration of credit risk, as of June 30, 2024, the City is in compliance with its investment policy.

In accordance with GASB Statement No. 40 a separate disclosure is needed if the City has invested more than 5% of its total investments in any one issuer. As of June 30, 2024, the City had 22.1% and 10.2% of its cash and investments invested in Federal Home Loan Bank and Federal Farm Credit Bank respectively. Investments guaranteed by the U.S. government, investments in mutual funds and external investment pools are excluded from this requirement.

Interest Rate Risk

The City's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The City's investment policy states that at least two-thirds of the City's portfolio shall mature in three years or less. The only exception to these maturity limits shall be the investment of the gross proceeds of tax-exempt bonds. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk.

NOTE 3: CASH AND INVESTMENTS (CONTINUED)

As of June 30, 2024, the City had the following investments and original maturities:

	Investment Maturities				
	Less 6 Months	6 Months to 1 Year	1 to 3 Years	3 to 5 Years	Fair Value
Investments:					
Local Agency Investment Fund (LAIF)	$ 37,470,847	$ -	$ -	$ -	$ 37,470,847
Federal Farm Credit Bank	-	5,767,706	7,395,489	-	13,163,195
Federal Home Loan Bank	4,951,283	4,860,603	14,842,084	4,000,849	28,654,819
Federal Home Loan Mortgage Corp.	-	-	-	1,984,259	1,984,259
Certificates of Deposit	3,365,564	245,012	973,780	2,907,941	7,492,297
Corporate Bonds	4,778,952	-	3,901,268	3,927,026	12,607,246
Money Market Fund	3,043,026	-	-	-	3,043,026
Municpal Bonds	16,275,162	-	908,189	-	17,183,351
Supranationals	-	-	-	997,260	997,260
Restricted Cash and Investments:					
CJPIA TPA Trust	35,000	-	-	-	35,000
Investments with fiscal agents:					
Money Market Mutual Fund	3,767,094	-	-	-	3,767,094
	$ 73,686,928	$ 10,873,321	$ 28,020,810	$ 13,817,335	$ 126,398,394

Fair Value Measurement and Application

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are quoted prices for similar assets in active markets; and Level 3 inputs are significant unobservable inputs. Methods utilized by the City to determine fair value include matrix pricing, market corroborated pricing, and other inputs such as yield curves and indices The City has the following recurring fair value measurements as of June 30, 2024:

		Investments not Measured at	Level		
Investment Type	Totals	Fair Value	1	2	Uncategorized
Federal Farm Credit Bank	$ 13,163,195	$ -	$ -	$ 13,163,195	$ -
Federal Home Loan Bank	28,654,819	-	-	28,654,819	-
Federal Home Loan Mortgage Corp.	1,984,259	-	-	1,984,259	
Certificates of Deposit	7,492,297	-	-	7,492,297	
Medium-Term Corporate Notes	12,607,246	-	-	12,607,246	-
Municipal Bonds	17,183,351	-	-	17,183,351	-
Supranationals	997,260	-	-	997,260	-
Money Market Funds	3,043,026	3,043,026	-	-	-
Local Agency Investment Fund (LAIF)	37,470,847	-	-	-	37,470,847
CJPIA TPA Trust	35,000	35,000	-	-	-
Investments with Fiscal Agent:					
Money Market Funds	3,767,094	-	-	-	3,767,094
Total Investments	$ 126,398,394	$ 3,078,026	$ -	$ 82,082,427	$ 41,237,941

NOTE 4: LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

A. Leases Receivable

As of June 30, 2024, the City had three active leases. The leases have receipts that range from $19,657 to $342,879 and interest rates that range from 1.0112% to 2.7002%. As of June 30, 2024, the total combined value of the lease receivable is $7,556,289, the total combined value of the short-term lease receivable is $195,348, and the combined value of the deferred inflow of resources is $7,119,543.

	Governmental Activities	
Fiscal Year Ending June 30,	Principal	Interest
2025	$ 195,348	$ 200,885
2026	176,489	196,411
2027	168,268	191,911
2028	176,632	187,287
2029	186,988	182,390
2030 - 2034	1,103,486	828,197
2035 - 2039	1,422,314	658,658
2040 - 2044	1,799,500	442,298
2045 - 2049	2,244,423	170,630
2050	82,841	280
Totals	$ 7,556,289	$ 3,058,947

B. Subscription-Based Information Technology Arrangements

As of June 30, 2024, City had ten active subscriptions. The subscriptions have payments that range from $499 to $11,075 and interest rates that range from 2.1860% to 3.4510%. As of June 30, 2024, the total combined value of the subscription liability is $131,506, and the total combined value of the short-term subscription liability is $36,970. The combined value of the right to use asset, as of June 30, 2024 of $214,580 with accumulated amortization of $61,807.

	Governmental Activities	
Subscription Type	Amount of SBITA Capital Assets	Accumulated Amortization
Software as a service	$ 214,580	$ 61,807

NOTE 4: LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (CONTINUED)

The future principal and interest subscription payments as of June 30, 2024, were as follows:

	Governmental Activities	
Fiscal Year Ending June 30,	Principal	Interest
2025	$ 36,970	$ 4,110
2026	34,969	2,990
2027	36,667	1,902
2028	22,900	759
Totals	$ 131,506	$ 9,761

NOTE 5: INTERFUND RECEIVABLE, PAYABLE AND TRANSFER

The composition of interfund balances as of June 30, 2024, is as follows:

A. Due To/From Other Funds

	Due From Other Funds
Due To Other Funds	General Fund
Nonmajor governmental funds	$ 21,239

The above amounts resulted from temporary reclassifications made at June 30, 2024, to cover cash shortfalls.

B. Interfund Transfers

	Transfers Out			
Transfers In	General Fund	Mining Impact Fund	Nonmajor Governmental Funds	Total
General Fund	$ -	$ -	$ 1,943,719	$ 1,943,719
Capital Projects	6,652,367	92,958	628,783	7,374,108
Nonmajor Governmental Funds	-	-	8,522	8,522
Total	$ 6,652,367	$ 92,958	$ 2,581,024	$ 9,326,349

The Mining Impact Fund transferred $8,522 to the Reclamation Nonmajor Governmental Fund for annual mining contributions pursuant to a settlement and $92,958 to the Capital Projects Fund to fund various capital projects. The General Fund transferred $6,652,367 to the Capital Projects Fund to fund various capital projects. The $628,783 transferred from Nonmajor Governmental Funds to the Capital Projects Fund was to fund future capital projects. The Reclamation Nonmajor Governmental Fund transferred royalty receipts in the amount of $1,943,719 to the General Fund as the Reclamation Fund was created for tracking such royalty receipts.

NOTE 6: CAPITAL ASSETS

Capital assets activity for the year ended June 30, 2024, was as follows:

	Beginning Balance	Adjustments*	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Capital assets, not being depreciated/amortized:							
Land	$ 3,112,220	$ -	$ 3,112,220	$ -	$ -	$ -	$ 3,112,220
Construction-in-progress	4,972,088	-	4,972,088	7,506,524	(29,700)	(479,210)	11,969,702
Total Capital Assets, Not Being Depreciated/Amortized	8,084,308	-	8,084,308	7,506,524	(29,700)	(479,210)	15,081,922
Capital assets, being depreciated/amortized:							
Buildings and improvements	19,269,530	(2,798,594)	16,470,936	-	-	-	16,470,936
Furniture, fixtures and equipment	5,952,994	-	5,952,994	1,024,697	(6,454)	-	6,971,237
Lease assets	52,481	-	52,481	-	(52,481)	-	-
Subscription assets	100,805	-	100,805	113,775	-	-	214,580
Infrastructure	67,803,609	-	67,803,609	-	-	479,210	68,282,819
Total Capital Assets, Being Depreciated/Amortized	93,179,419	(2,798,594)	90,380,825	1,138,472	(58,935)	479,210	91,939,572
Less accumulated depreciation/amortization:							
Buildings and improvements	9,856,758	(186,573)	9,670,185	447,377	-	-	10,117,562
Furniture, fixtures and equipment	4,903,059	-	4,903,059	593,342	-	-	5,496,401
Lease assets	35,918	-	35,918	16,563	(52,481)	-	-
Subscription assets	14,332	-	14,332	47,475	-	-	61,807
Infrastructure	32,968,613	-	32,968,613	1,230,650	-	-	34,199,263
Total Accumulated Depreciation/Amortization	47,778,680	(186,573)	47,592,107	2,335,407	(52,481)	-	49,875,033
Total Capital Assets, Being Depreciated/Amortized, Net	45,400,739	(2,612,021)	42,788,718	(1,196,935)	(6,454)	479,210	42,064,539
Governmental Activities Capital Assets, Net	$ 53,485,047	$ (2,612,021)	$ 50,873,026	$ 6,309,589	$ (36,154)	$ -	$ 57,146,461

* Adjustments pertain to prior period adjustment for correction of duplicated capitalized project.

Depreciation/amortization expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General government	$ 355,360
Public safety	250,789
Parks and recreation	437,178
Public works	1,292,080
Total Depreciation/Amortization Expense	$ 2,335,407

NOTE 7: LONG-TERM LIABILITIES

The following is a schedule of changes in governmental activities long-term debt for fiscal year ended June 30, 2024.

	Outstanding July 1, 2023	Additions	Deletions	Outstanding June 30, 2024	Due Within One Year
Lease liability (See Note 4)	$ 16,622	$ -	$ 16,622	$ -	$ -
Subscription liability (See Note 4)	71,735	110,274	50,503	131,506	36,970
Total long-term liabilities	$ 88,357	$ 110,274	$ 67,125	$ 131,506	$ 36,970

NOTE 8: COMPENSATED ABSENCES

The City's policies relating to compensated absences are described in Note 1 of the Notes to the Financial Statements. The liability will be paid in future years by the General Fund. The following is a schedule of changes in compensated absences for the fiscal year ended June 30, 2024.

	Outstanding July 1, 2023	Additions	Deletions	Outstanding June 30, 2024	Due Within One Year
Governmental Activities	$ 1,608,108	$ 1,027,106	$ 890,169	$ 1,745,045	$ 965,971

NOTE 9: CITY EMPLOYEES RETIREMENT PLAN - PENSION PLANS

	Net Pension Liability	Deferred Pension Outflows	Deferred Pension Inflows	Pension Expense (Revenue)
CalPERS:				
Miscellaneous Plan	$ (4,368,276)	$ 5,874,690	$ (2,036,836)	$ 2,935,272
Safety Plan	(5,837,427)	5,307,934	(1,591,249)	2,724,707
PARS	(2,773,509)	418,257	(73,026)	(151,161)
Total Pension Plans	$ (12,979,212)	$ 11,600,881	$ (3,701,111)	$ 5,508,818

A. California Public Employees' Retirement Plan (CalPERS)

General Information about the Pension Plans

Plan Descriptions

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees' Retirement System (CalPERS). The Plan consists of individual rate plans (benefits tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other). Plan assets may be used to pay benefits for any employer rate plan of safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors six rate plans (three miscellaneous and three safety). Benefit provisions under the Plan are established by State statue and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: The Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

NOTE 9: CITY EMPLOYEES RETIREMENT PLAN - PENSION PLANS (CONTINUED)

Below is a summary of the plan provisions and benefits in effect at June 30, 2024, for which the City has contracted:

Major Benefit Options	Miscellaneous *	Miscellaneous Tier II *	Miscellaneous PEPRA	Safety *	Safety Tier II *	Safety PEPRA
Hire Date	Prior to January 1, 2011	After January 1, 2011 and before January 1, 2013	On or after January 1, 2013	Prior to January 1, 2011	After January 1, 2011 and before January 1, 2013	On or after January 1, 2013
Benefit Provision						
Benefit Formula	2.0% @ 55	2.0% @ 55	2.0% @ 62	3.0% @ 50	3.0% @ 50	2.7% @ 57
Social Security	no	no	no	no	no	no
Full/Modified	full	full	full	full	full	full
Benefit vesting schedule	5 yrs service	5 yrs service	5 yrs service	5 yrs service	5 yrs service	5 yrs service
Benefit payments	monthly for life	monthly for life	monthly for life	monthly for life	monthly for life	monthly for life
Retirement age	minimum 50	minimum 50	minimum 50	minimum 50	minimum 50	minimum 50
Monthly benefits, as a % of eligible compensation	1.426% to 2.418%	1.426% to 2.418%	1.0% to 2.5	3%	3%	1.426% to 2.0%
Required employer contribution rates	13.260%	12.630%	8.000%	29.090%	27.630%	14.500%
Required employee contribution rates	6.920%	6.920%	8.250%	8.990%	8.990%	14.500%

* Closed to new entrants

Contribution Description

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The Plan's actuarially determined rate is based on the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2024, the contributions that were recognized as a reduction to the net pension liability were $680,736 and $891,350 for the Miscellaneous Plan and Safety Plan, respectively.

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2024, the City reported net pension liability of $4,368,276 and $5,837,427 for the Miscellaneous Plan and Safety Plan, respectively, for its proportionate share of the cost sharing plan.

The City's net pension liability for the Plan is measured as its proportionate share of the net pension liability of the Plan. The net pension liability of the Plan is measured as of June 30, 2023, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2022, rolled forward to June 30, 2023, using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for each Plan as of June 30, 2022 and 2023, was as follows:

Proportions as a percentage of the CalPERS risk pool:

	Miscellaneous	Safety
Proportion - June 30, 2022	0.06619%	0.06437%
Proportion - June 30, 2023	0.03502%	0.05293%
Change - Increase (Decrease)	-0.03118%	-0.01144%

NOTE 9: CITY EMPLOYEES RETIREMENT PLAN - PENSION PLANS (CONTINUED)

For the year ended June 30, 2024, the City recognized pension expense of $2,935,272 and $2,724,707 for the Miscellaneous and Safety Plans, respectively.

At June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Miscellaneous		Safety		Total	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 736,241	$ -	$ 941,052	$ -	$ 1,677,293	$ -
Changes in assumptions	263,733	-	340,680	-	604,413	-
Differences between expected and actual experiences	223,155	(34,616)	428,575	(36,690)	651,730	(71,306)
Net differences between projected and actual earnings on pension plan	707,263	-	798,850	-	1,506,113	-
Differences in proportionate share of contribution		(2,002,220)		(1,554,559)	-	(3,556,779)
Adjustment due to differences in proportions	3,944,298		2,798,777		6,743,075	-
Total	$ 5,874,690	$(2,036,836)	$ 5,307,934	$(1,591,249)	$11,182,624	$(3,628,085)

Amounts of $736,241 and $941,052 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2025.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Measurement Period Ended June 30	Miscellaneous Deferred Outflows/ (Inflows) of Resources	Safety Deferred Outflows/ (Inflows) of Resources	Total Deferred Outflows/ (Inflows) of Resources
2024	$ 1,672,530	$ 1,515,798	$ 3,188,328
2025	1,033,989	710,837	1,744,826
2026	374,798	526,700	901,498
2027	20,296	22,298	42,594
	$ 3,101,613	$ 2,775,633	$ 5,877,246

NOTE 9: CITY EMPLOYEES RETIREMENT PLAN - PENSION PLANS (CONTINUED)

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The June 30, 2022, valuation was rolled forward to determine the June 30, 2023 total pension liability, based on the following actuarial methods and assumptions:

Valuation Date	June 30, 2022
Measurement Date	June 30, 2023
Actuarial Cost Method	Entry Age Normal Cost Method
Actuarial Assumptions	
Discount Rate	6.90%
Inflation	2.30%
Projected Salary Increases	Varies by Entry Age and Service
Mortality Rate Table (1)	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.30% until Purchasing Power Protection Allowance Floor on Purchasing Power applies

(1) The mortality table was developed based on CalPERS-specific data. The rates incorporate Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP 2020 published by the Society of Actuaries. For more details, please refer to the 2021 experience study report that can be found on the CalPERS website.

Discount Rate

The discount rate used to measure the total pension liability was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

NOTE 9: CITY EMPLOYEES RETIREMENT PLAN - PENSION PLANS (CONTINUED)

The expected real rates of return by asset class are as followed:

Asset Class	Assumed Asset Allocation	Real Return Years 1 - 10 (1, 2)
Global equity - cap-weighted	30.00%	4.45%
Global equity non-cap-weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	-5.00%	-0.59%

(1) An expected inflation of 2.30% used for this period.
(2) Figures are based on the 2021-22 Asset Liability Management study.

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability/(asset) of the Plan, calculated using the discount rate for the Plan, as well as what the City's proportionate share of the net pension liability/(asset) would be if it were calculated using a discount rate that is 1% point lower (5.90 percent) or 1% point higher (7.90 percent) than the current rate:

Plan's Net Pension Liability/(Assets)	Discount Rate - 1% (5.90%)	Current Discount Rate (6.90%)	Discount Rate +1% (7.90%)
Miscellaneous	$ 11,621,349	$ 4,368,276	$ (1,601,624)
Safety	(5,371,235)	5,837,427	(80,854)
Total	$ 6,250,114	$ 10,205,703	$ (1,682,478)

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports. See CalPERS website for additional information.

B. Retirement Enhancement Plan - PARS - Public Agency Retirement System

Plan Descriptions

The City established the PARS Retirement Enhancement Plan (PARS) for its miscellaneous employees to supplement PERS retirement benefits. PARS is a 401(a) tax-qualified agent multiple-employer benefit plan made up of California governmental agencies. To be eligible for benefits under this plan, employees must be a full-time or part-time employee, be at least 50 years of age, have completed at least three years of continuous employment with the City as of the last day of employment with the City if hired prior to January 1, 2007, or 10 years of continuous employment if hired on or after January 1, 2007. Employees must terminate employment with the City; concurrently retire under PERS; and have applied for benefits under this plan. PARS supplements the current 2% at 55 PERS benefits to provide a combined total retirement benefit equivalent to a 3% at 55 PERS benefits based on the total credited PERS years of service.

NOTE 9: CITY EMPLOYEES RETIREMENT PLAN - PENSION PLANS (CONTINUED)

Contribution Description

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. The total plan contributions are determined by an independent pension actuary using information furnished by the City and by PARS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the measurement period ended June 30, 2024, (the measurement date), the employer's contribution rate is 20.66% percent of annual payroll, and no contributions were made by the employees. Employer contribution rates may change if plan contracts are amended. It is the responsibility of the employer to make necessary accounting adjustments to reflect the impact due to any Employer Paid Member Contributions or situations where members are paying a portion of the employer contribution.

Employees Covered

As of the June 30, 2024, the following employees were covered by the benefit terms under the plan:

Active	32
Terminated vested and other inactives	3
Retirees and beneficiaries	31
Total	66

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

For the measurement period ended June 30, 2024 (the measurement date), the total pension liability was determined by rolling forward the July 1, 2022 actuarial valuation. The fiscal year June 30, 2023 and the June 30, 2024 total pension liabilities were based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions	
Discount Rate	6.75%
Inflation	2.30%
Salary Increases	Consistent with the rates used to value the Miscellaneous Agency CalPERS Pension Plans (Entry Age 30)
Investment Rate of Return	6.75%
Cost of Living Adjustments	2.00%
Mortality	CalPERS Miscellaneous Non-Industrial Rates
Maximum Benefits and Salary	Salary limits under ICR 401(a)(17)
Beneficiaries	80% of active employees are assumed to be married with with males to be three years older than female partners.

Discount Rate

The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

NOTE 9: CITY EMPLOYEES RETIREMENT PLAN - PENSION PLANS (CONTINUED)

The table on the next page reflects long-term expected real rate of return by asset class. The projection is of the 30-year average return derived by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation on the plan's current asset allocation. The capital market assumptions are per actuarial investment consulting practice as of June 30, 2024.

Asset Class	Index	Target Allocation	Long-Term Expected Arithmetic Real Rate of Return	Long-Term Expected Geometric Real Rate of Return
US Cash	BAML 3-Mon Tbill	6.34%	0.94%	0.91%
US Core Fixed Income	Bloomberg Barclays Aggregate	26.62%	2.52%	2.36%
US Short (1-3 Yr) Bonds	Bloomberg US Govt/Credit 1-3 Yr	6.66%	1.65%	1.59%
US High Yield Bonds	ICE BofA US High Yield	1.23%	4.43%	3.87%
US Large & Mid Cap Equity	Russell 100	31.55%	5.41%	3.74%
US Mid Cap Equity	Russell Mid Cap	5.92%	5.98%	3.91%
US Small Cap Equity	Russell 2000	8.87%	6.99%	4.41%
Foreign Developed Equity	MSCI EAFE NR	6.90%	6.92%	5.12%
Emerging Market Equities	MSCI EM NR USD	3.94%	9.34%	6.21%
US REITs	FTSE Nareit All Equity REIT	1.97%	6.91%	4.72%
Assumed Inflation - Mean			2.31%	2.30%
Assumed Inflation - Standard Deviation			1.45%	1.45%
Portfolio Real Mean Return			4.56%	3.87%
Portfolio Nominal Mean Return (50th Percentile)			6.86%	6.29%
Portfolio Standard Deviation				11.29%
Long-Term Expected Rate of Return				**6.75%**

A blended discount rate is generally required to be used to measure the Total Pension Liability (the Actuarial Accrued Liability calculated using the Individual Entry Age Normal Cost Method). The long-term expected return on plan investments may be used to discount liabilities to the extent that the plan's Fiduciary Net Position (fair value of assets) is projected to cover benefit payments and administrative expenses. A 20-year high quality (AA/Aa or higher) municipal bond rate must be used for periods where the Fiduciary Net Position is not projected to cover benefit payments and administrative expenses. Determining the discount rate will often require that the actuary perform complex projects of future benefit payments and asset values. Alternative evaluations of projected solvency are allowed if such evaluation can reliability be made.

NOTE 9: CITY EMPLOYEES RETIREMENT PLAN - PENSION PLANS (CONTINUED)

Pension Plan Fiduciary Net Position

The following table shows the changes in net pension liability recognized over the measurement period:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/(Assets) (c)=(a)-(b)
Balance as of June 30, 2023	$ 12,890,227	$ 9,151,750	$ 3,738,477
Changes for the year:			
Service Cost	172,162	-	172,162
Interest on Total Pension Liability	858,785	-	858,785
Benefit Payments	(690,572)	(690,572)	-
Employer Contributions	-	830,835	(830,835)
Member Contributions	-	21,902	(21,902)
Net Investment Income	-	1,160,185	(1,160,185)
Administrative Expenses	-	(17,007)	17,007
Balance as of June 30, 2024	$ 13,230,602	$ 10,457,093	$ 2,773,509

The net pension liabilities for the City's pension plan have been liquidated by funding from the General Fund, Mining Impact Fund, and the AB939 Fund.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City calculated using the discount rate of 6.75%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.75%) or 1 percentage point higher (7.75%) than the current rate:

	Discount Rate - 1% (5.75%)	Current Discount Rate (6.75%)	Discount Rate + 1% (7.75%)
Total Pension Liability	$ 14,340,794	$ 13,230,602	$ 12,245,002
Fiduciary Net Position	10,457,093	10,457,093	10,457,093
Net Pension Liability	$ 3,883,701	$ 2,773,509	$ 1,787,909

As of the start of the measurement period, July 1, 2022, the net pension liability was $3,738,477. For the measurement period ending June 30, 2024, the City incurred a pension revenue of $(151,161) for the Plan. As of the measurement date of June 30, 2024, the net pension liability is $2,773,509.

Note that no adjustments have been made for contributions subsequent to the measurement date. Adequate treatment of any contributions made after the measurement date is the responsibility of the employer.

NOTE 9: CITY EMPLOYEES RETIREMENT PLAN - PENSION PLANS (CONTINUED)

As of June 30, 2024, the City has deferred outflows and deferred inflows of resources related to pensions as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 418,257	$ -
Changes of assumptions	-	(62,136)
Net difference between projected and actual earnings	-	(10,890)
Total	$ 418,257	$ (73,026)

Amounts reported as deferred outflows of resources related to pensions will be recognized in future pension expense as follows:

Measurement Period Ended June 30,	Deferred Outflows (Inflows) of Resources
2025	$ 159,913
2026	368,806
2027	(75,965)
2028	(107,523)
	$ 345,231

NOTE 10: OTHER POST-EMPLOYMENT EMPLOYEE BENEFITS

Plan Description

The City has established a qualified OPEB trust with the California Employers' Retiree Benefit Trust Fund (CERBT), an agent multiple-employer plan, to fund future benefits. The City provides medical insurance for its retired employees according to the Personnel Rules and Regulations. The authority to do so is included in the Memorandum of Understanding between the City and each of its employee groups and ultimately passed by Council action.

For employees hired before July 1, 2010, the plan provides lifetime benefits towards medical insurance for all employees who retire from the City on or after attaining the age of 50 with at least five years of service. For employees hired after July 1, 2010, retiree medical benefits will be implemented in accordance with the vesting resolution with CalPERS which mirrors the state plan for contribution levels, requiring 10 years of service for 50% contribution of state designated amount towards retiree medical premiums and 20 years of service for 100% contribution of state designated amount towards retiree medical premiums.

Contributions

The contribution requirements of plan members and the City are established and may be amended by the City,

NOTE 10: OTHER POST-EMPLOYMENT EMPLOYEE BENEFITS (CONTINUED)

City Council and/or the employee association. Currently, contributions are not required from plan members. The City pays current benefits on a pay- as-you-go basis and makes additional contribution to the California Employers' Retiree Benefit Trust Fund (CERBT) to fund future benefits. For the measurement date ended June 30, 2022, the City's cash contributions were $903,752 in total payments, which were recognized as a reduction to the OPEB liability.

Employees Covered

As of the June 30, 2023, actuarial valuation, the following current and former employees were covered by the benefit terms under the plan:

Active	106
Inactive employees or beneficiaries currently receiving benefits	83
Total	189

Net OPEB Liability

The results of the June 30, 2023 valuation was based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions	
Discount Rate	6.44%
Inflation	2.50%
Salary Increases	2.75% per year
Investment Rate of Return	6.44%, net of expenses
Mortality Rate	2017 CalPERS Active Mortality for Miscellaneous Employees
Pre-Retirement Turnover	According to the CalPERS 2021 Turnover rate tables
Healthcare Trend Rate	3.00% per year

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. The expected investment return was offset by investment expenses of 25 basis points. The assumed asset allocation and assumed rate of return for each asset class are summarized in the following table:

Asset Class	Percentage of Portfolio	Assumed Gross Return
All Equities	59.000%	7.545%
All Fixed Income	25.000%	4.250%
Real Estate Investment Trusts	8.000%	7.250%
Treasury Inflation Protected Securities	5.000%	3.000%
Commodities	3.000%	7.545%
Total	100.000%	

NOTE 10: OTHER POST-EMPLOYMENT EMPLOYEE BENEFITS (CONTINUED)

Discount Rate

The discount rate used to measure the total OPEB liability was 6.44 percent. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Changes in the OPEB Liability

The changes in the net OPEB liability for the Plan are as follows:

	Increase(Decrease)		
	Total OPEB Liability/(Assets)	Plan Fiduciary Net Position (b)	Net OPEB Liability/(Assets) (c) = (a) - (b)
Balance at June 30,2023 (measurement date 6/30/2022)	$ 21,104,070	$ 5,816,911	$ 15,287,159
Changes recognized over the measurement period:			
Service Cost	431,129	-	431,129
Interest	1,356,696	377,318	979,378
Contributions to Trust - employer	-	1,284,810	(1,284,810)
Benefit Payments	(1,022,838)	(1,022,838)	-
Experience (Gains)/Losses	1,286,029	-	1,286,029
Changes in Assumptions	1,258,101	-	1,258,101
Administrative expense	-	(1,691)	1,691
Net Changes	3,309,117	637,599	2,671,518
Balance at June 30, 2024 (measurement date 06/30/2023)	$ 24,413,187	$ 6,454,510	$ 17,958,677

The net OPEB liabilities for the City's pension plan have been liquidated by funding from the General Fund.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the City if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2023:

	1% Decrease (5.44%)	Current Discount Rate (6.44%)	1% Increase (7.44%)
Net OPEB Liability	$ 21,331,725	$ 17,958,677	$ 15,200,094

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the net OPEB liability of the City if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2023:

	1% Decrease	Current Healthcare Cost Trend Rates	1% Increase
Net OPEB Liability	$ 14,859,418	$ 17,958,677	$ 21,819,652

NOTE 10: OTHER POST-EMPLOYMENT EMPLOYEE BENEFITS (CONTINUED)

OPEB Plan Fiduciary Net Position

CalPERS issues a separate Annual Comprehensive Financial Report. Copies of the annual financial report may be obtained from the CalPERS Executive Office at 400 P Street, Sacramento, California, 95814.

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2024, the City recognized OPEB expense of $2,367,045.

Amounts of $903,752 are reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ended June 30, 2025. Amounts reported as deferred inflows and outflows of resources related to OPEB will be recognized in future OPEB expenses as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB contributions subsequent to measurement date	$ 903,752	$ -
Changes of assumptions	2,164,735	-
Difference between expected and actual experience	2,024,513	(89,807)
Differences between projected and actual return on assets	434,093	-
Total	**$ 5,527,093**	**$ (89,807)**

Fiscal Year Ended June 30,	Deferred Outflows (Inflows) of Resources
2025	$ 970,736
2026	935,440
2027	1,124,843
2028	617,309
2029	453,212
Thereafter	431,994
	$ 4,533,534

NOTE 11: RISK MANAGEMENT

A. Description of Self-Insurance Pool Pursuant to Joint Powers Agreement

The City is a member of the California Joint Powers Insurance Authority (Authority).The Authority is composed of 124 California public entities and is organized under a joint power's agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The California JPIA began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

NOTE 11: RISK MANAGEMENT (CONTINUED)

B. Self-Insurance Programs of the Authority

Risk Pool Membership

The City is a member of the California Joint Powers Insurance Authority (Authority). The Authority is composed of 126 California public entities and is organized under a joint powers agreement pursuant to California Government Code §6500 et seq. The Authority arranges and administers programs for the pooling of self-insured losses, purchases excess insurance and reinsurance, and arranges for group purchased insurance for property and other lines of coverage. The California JPIA began covering claims of its members in 1978. Each member government has an elected official as its representative on the Authority's Board of Directors. The Board operates through a nine-member Executive Committee.

Excess Liability Program

Liability coverage includes auto liability, employment practices liability, public officials' errors and omissions, bodily injury, personal injury, third party property damage, advertising injury, and employee benefit administration liability. The City has a retained limit of $150,000 per occurrence. The overall coverage limit for each member, including all layers of coverage, is $50 million per occurrence. The coverage structure is composed of a combination of pooled self-insurance, reinsurance, and excess insurance. Additional information concerning the coverage structure is available on the Authority's website: https://cjpia.org/coverage/risk-sharing-pools/.

Primary Workers' Compensation Program

For 2023-24 the Authority's pooled retention is $1 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to $1 million. Coverage from $1 million to $5 million is purchased through reinsurance policies, and Employer's Liability losses from $5 million to $10 million are pooled among members.

C. Purchased Insurance

The City also participates in the following coverage programs provided by the Authority:

(A) All-Risk Property Protection Program. This insurance protection is underwritten by several insurance companies. The City's property is currently insured according to a schedule of covered property submitted by the City to the Authority. The total insured value of scheduled City property is $51,750,522. There is a $10,000 deductible per occurrence except for non-emergency vehicle insurance which has a $2,500 deductible.

(B) Earthquake and Flood Insurance. This coverage is part of the Property Protection Program. The City has total insured values of $43,731,311 scheduled for coverage under this program. There is a deductible of 5% per unit of value with a minimum deductible of $100,000.

(C) Pollution Legal Liability Insurance Program. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City. Coverage is on a claims-made basis. There is a $250,000 deductible. The Authority has an aggregate limit of $20 million.

(D) Crime Insurance Program. Formerly called Blanket Fidelity Bond, this policy covers faithful performance, depositor's forgery, theft of money and securities, and computer fraud related to the transfer of money. The policy limit is $1,000,000, and the deductible is $2,500.

Adequacy of Protection

During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2023-24.

NOTE 11: RISK MANAGEMENT (CONTINUED)

D. Adequacy of Protection

During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in fiscal year 2024.

NOTE 12: SUCCESSOR AGENCY TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY

The California Supreme Court upheld Assembly Bill 1X 26 ("the Bill") that provides for the dissolution of all redevelopment agencies in the State of California. This action impacted the reporting entity of the City that previously had reported a redevelopment agency within the reporting entity of the City as a blended component unit.

The Bill provided that upon dissolution of a redevelopment agency, either the City or another unit of local government will agree to serve as the "successor agency" to hold the assets until they are distributed to other units of state and local government. On January 11, 2012, the City Council elected to become the Successor Agency for the former redevelopment agency in accordance with the Bill as part of City resolution number 2012-08-2547. In accordance with the timeline set forth in the Bill (as modified by the California Supreme Court on December 29, 2011) all redevelopment agencies in the State of California were dissolved and ceased to operate as a legal entity as of February 1, 2012.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in the State of California cannot enter into new projects, obligations or commitments. Subject to the control of a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

Successor agencies will only be allocated revenue in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the prior redevelopment agency have been paid in full and all assets have been liquidated.

A. Cash and Investments

Cash and investments reported in the accompanying financial statements consisted of the following:

Cash and investments pooled with the City	$	7,937,159
Cash and investments with fiscal agent		3,767,094
Total cash and investments	$	11,704,253

NOTE 12: SUCCESSOR AGENCY TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY (CONTINUED)

B. Long-Term Debt

Long-term debt activity for the year ended June 30, 2024, was as follows:

	Balance July 1, 2023	Additions	Deletions	Balance June 30, 2024	Due Within One Year
Public Offerings:					
Tax Allocation Bonds:					
2005 Tax Allocation Housing Parity Bonds	$ 6,320,000	$ -	$ 1,380,000	$ 4,940,000	$ 1,455,000
2006 Tax Allocation Refunding Parity Bonds	11,435,000	-	3,045,000	8,390,000	3,225,000
2006 Subordinate Lien Tax Allocation Refunding Bonds	5,340,000	-	1,220,000	4,120,000	1,285,000
2014 Tax Allocation Refunding Parity Bonds	2,345,000	-	750,000	1,595,000	785,000
2014 Taxable Housing Tax Allocation Refunding Parity Bonds	835,000	-	265,000	570,000	275,000
Totals	$ 26,275,000	$ -	$ 6,660,000	19,615,000	$ 7,025,000
			Unamortized bond premium	329,500	
			Unamortized bond discount	(1,711)	
				$ 19,942,789	

Tax Allocation Bonds

A description of individual issues of bonds outstanding at June 30, 2024, was as follows:

2005 Taxable Housing Tax Allocation Parity Bonds

On August 2, 2005, the former redevelopment agency issued $17,445,000 of Taxable Housing Tax Allocation Parity Bonds to refinance the outstanding balance of the 1998 Tax Allocation Housing Refunding Bonds and to finance low- and moderate-income housing activities of the former redevelopment agency. The 2005 Taxable Housing Tax Allocation Parity Bonds were payable on a parity with certain obligations of the former redevelopment agency solely from certain Housing Set-Aside Revenues of the former redevelopment agency. The bonds consist of $5,225,000 serial bonds maturing from August 2006 through August 2017 bearing annual interest ranging from 4.32% to 5.25%, $5,900,000 term bonds due August 1, 2022, bearing annual interest at 5.4%, and $6,320,000 term bonds due August 1, 2026, bearing annual interest at 5.53%. Interest on the bonds is payable beginning February 1, 2006, and semi-annually thereafter on August 1 and February 1. The outstanding balance as of June 30, 2024, is $4,940,000.

The annual requirements to amortize the outstanding bond indebtedness, including interest, are as follows:

Year Ending June 30,	2005 Taxable Housing Tax Allocation Parity Bonds Principal	Interest
2025	$ 1,455,000	$ 232,951
2026	1,535,000	150,278
2027	1,950,000	53,918
Totals	$ 4,940,000	$ 437,147

NOTE 12: SUCCESSOR AGENCY TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY (CONTINUED)

The outstanding bonds contain a provision that if an event of default should occurred and is continuing, the Trustee may, and shall if requested in writing by the Insurer or the Owners of a majority in aggregate principal amount of the bonds then outstanding (a) declare the principal of the bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in the Indenture or in the bonds to the contrary notwithstanding, and (b) upon receipt of any indemnity satisfaction to it from any liability or expense, exercise any other remedies available to the Trustee and the Owner in law or at equity.

2006 Tax Allocation Refunding Parity Bonds

In July 2006, the former redevelopment agency issued the City Industrial Development Project 2006 Tax Allocation Refunding Parity Bonds in the amount of $44,035,000 for the purpose of refunding, on a current basis, the Agency's 1996 Senior Lien Tax Allocation Bonds. The 2006 Tax Allocation Refunding Parity Bonds were payable on a parity with certain obligations of the former redevelopment agency solely from certain tax increment revenues allocated to the former redevelopment agency as further discussed in each official statement of the issue. The bonds consist of $18,465,000 serial bonds maturing from January 15, 2007 through July 15, 2017, bearing annual interest ranging from 4.25% to 5.25%, and term bonds ranging from $2,275,000 to $3,510,000 due July 15, 2020, through 2026, respectively, and bearing annual interest at 5.25% and 5.85%, respectively. Interest on the bonds is payable semi-annually on January 15 and July 15. The outstanding balance as of June 30, 2024 was $8,390,000.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2024, including interest, are as follows:

Year Ending June 30,	2006 Tax Allocation Refunding Parity Bonds	
	Principal	Interest
2025	$ 3,225,000	$ 445,039
2026	3,410,000	253,744
2027	1,755,000	51,334
Totals	$ 8,390,000	$ 750,117

The outstanding bonds contain a provision that if an event of default should occurred and is continuing, the Trustee may (with the consent of the Insurer), if requested in writing by the Owners of a majority in aggregate principal amount of the bonds then outstanding the Trustee shall, (a) declare principal of the bonds, together with the accrued interest thereon, to be due and payable immediately and upon any such declaration the same shall become immediately due and payable, anything in the Indenture or in the bonds to the contrary notwithstanding, and (b) exercise any other remedies available to the Trustee and the Owners in law or at equity.

2006 Subordinate Lien Tax Allocation Refunding Bonds

In October 2006, the former redevelopment agency issued the City Industrial Development Project 2006 Subordinate Lien Tax Allocation Refunding Bonds in the amount of $18,505,000 for the purpose of refunding, on a current basis, the former redevelopment agency's 1996 Subordinate Lien Tax Allocation Bond. The 2006 Subordinate Lien Tax Allocation Refunding Bonds were payable on a subordinate basis to certain obligations of the former redevelopment agency solely from certain tax increment revenues allocated to the former redevelopment agency as further discussed in each official statement for the issue. The bonds consist of $18,505,000 serial bonds ranging from $565,000 to $1,475,000 maturing from December 1, 2007 through June 1, 2026, bearing annual interest ranging from 4.50% to 5.50%, due December 1, 2007 through 2026, respectively. Interest on the bonds is payable annually on December 1. The outstanding balance as of June 30, 2024, was $4,120,000.

NOTE 12: SUCCESSOR AGENCY TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY (CONTINUED)

The annual requirements to amortize the outstanding bond indebtedness, including interest, are as follows:

Year Ending June 30,	2006 Subordinate Lien Tax Allocation Refunding Bonds	
	Principal	Interest
2025	1,285,000	191,263
2026	2,835,000	118,525
Totals	$ 4,120,000	$ 309,788

The outstanding bonds contain a provision that if an event of default should occur and continuance of an event of default as defined herein, Insurer shall be entitled to control and direct the enforcement of all rights and remedies grants to the Owners or the Trustee for the benefit of the Owners under the Indenture including, without limitation (i) right to accelerate the principal of the 2006 Bonds as described in the Indenture, and (ii) the right to annul any declaration of acceleration, and Insurer shall also be entitled to approve all waivers of events of default.

2014 Tax Allocation Refunding Parity Bonds

In April 2014, the Successor Agency issued the City Industrial Development Project 2014 Tax Allocation Refunding Parity Bonds in the amount of $7,910,000 for the purpose of refunding, on a current basis, the former redevelopment agency previously issued $14,175,000 City Industrial Development Project 2002 Tax Allocation Senior Parity Bonds. The 2002 Tax Allocation Senior Parity Bonds were payable and secured solely from non-housing tax revenues. Interest on the bonds is payable semi-annually on January 15 and July 15, commencing July 15, 2014. The bonds carry various interest rates from 2.0% to 5.0%. Principal maturities begin July 15, 2014 and continue through 2025. The outstanding balance as of June 30, 2024, was $1,595,000.

The annual requirements to amortize the outstanding bond indebtedness, including interest, are as follows:

Year Ending June 30,	2014 Tax Allocation Refunding Parity Bonds	
	Principal	Interest
2025	785,000	36,075
2026	810,000	12,150
Totals	$ 1,595,000	$ 48,225

The outstanding bonds contain a provision that if an event of default should occur and is continuing, the Trustee may, and if requested in writing by the Owners of a majority in aggregate principal amount of the bonds then outstanding, the Trustee shall, (a) declare the principal of the bonds, together with the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in the Indenture to the contrary notwithstanding, and (b) upon receipt of indemnity satisfactory to it from any liability or expense, exercise any other remedies available to the Trustee and the Owners in law or at equity.

2014 Taxable Housing Tax Allocation Refunding Parity Bonds

In April 2014, the Successor Agency issued the City Industrial Development Project 2014 Taxable Housing Tax Allocation Refunding Parity Bonds in the amount of $2,915,000 for the purpose of refunding, on a current basis, the former redevelopment agency's previously issued $17,445,000 City Industrial Development Project 2005 Taxable Housing Tax Allocation Parity Bonds. The 2002 Tax Allocation Senior Parity Bonds were payable and secured solely from housing tax revenues to be derived from the project area. Interest on the bonds is payable semi-annually on January 15 and July 15, commencing July 15, 2014. The bonds carry various interest rates from 2.0% to 5.0%. Principal maturities begin July 15, 2014 and continue through 2025. The outstanding balance as of June 30, 2024, was $570,000.

NOTE 12: SUCCESSOR AGENCY TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY (CONTINUED)

The annual requirements to amortize the outstanding bond indebtedness, including interest, are as follows:

2014 Tax Allocation Housing Tax Allocations Refunding Parity	
Principal	Interest
275,000	20,913
295,000	7,191
$ 570,000	$ 28,104

The outstanding bonds contain a provision that if an event of default should occur and is continuing, the Trustee may, and if requested in writing by the Owners of a majority in aggregate principal amount of the bonds then outstanding, the Trustee shall, (a) declare the principal of the bonds, together with the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in the Indenture to the contrary notwithstanding, and (b) upon receipt of indemnity satisfactory to it from any liability or expense, exercise any other remedies available to the Trustee and the Owners in law or at equity.

Pledged Revenue

The City pledged, as security for bonds issued, either directly or through the Financing Authority, a portion of tax increment revenue (including Low and Moderate Income Housing set-aside and pass through allocations) that it receives. The bonds issued were to provide financing for various capital projects, accomplish Low and Moderate Income Housing projects and to defease previously issued bonds. Assembly Bill 1X 26 provided that upon dissolution of the Redevelopment Agency, property taxes allocated to redevelopment agencies no longer are deemed tax increment but rather property tax revenues and will be allocated first to successor agencies to make payments on the indebtedness incurred by the dissolved redevelopment agency. Total principal and interest remaining on the debt is $21,188,381 with annual debt service requirements as indicated above. For the current year, the total property tax revenue recognized by the Successor Agency for the payment of indebtedness incurred by the dissolved redevelopment agency $6,877,013 and the debt service obligation on the bonds was $7,954,933.

C. Insurance

The Successor Agency is covered under the City's insurance policies. Therefore, the limitation and self-insured retentions applicable to the City also apply to the Successor Agency. Additional information as to coverage and self-insured retentions can be found in Note 11.

NOTE 13: RELATED PARTY TRANSACTION

During fiscal year 2023-2024 the Irwindale Community Foundation received donations in the amount of $6,500 from Royal Coaches, $5,000 from United Rock Products, $5,000 from Kearny Real Estate Co., and $250,000 from Huy Fong Foods, Inc. On May 16, 2023, the Foundation's Board designated the funds be applied to the following activities:

Aquatics	$ 35,400
Library	14,820
Public Services	14,200
Recreation	101,620
Senior Center	37,425
Total	203,465

Agenda software fee reimbursement to the City	580
Total	$ 204,045

Additionally on June 28, 2023, the Foundation's Board authorized the transfer of $203,465 to the City through Resolution No. ICF 2023-37-3415, and on December 13, 2023, the Foundation's Board authorized the transfer of $580 to the City through Resolution No. ICF 2023-94-3472.

NOTE 14: CONTINGENCIES

There are certain claims and lawsuits pending against the City that seek monetary damages. As of June 30, 2024, in the opinion of City management, there was no additional outstanding matters that would have a significant effect on the financial position of the City.

NOTE 15 PRIOR PERIOD ADJUSTMENTS

A. Correction of an Error in Previously Issued Financial Statements

During fiscal year 2023, the City inadvertently capitalized a construction work in progress project as a depreciable asset that was ongoing as of June 30, 2023. Therefore, capital assets, net of depreciation, were overstated by $2,612,021 for the year ended June 30, 2023. The effect of correcting that error is shown in the table below.

	June 30, 2023 As Previously Reported	Changes to or within the Reporting Entity	Error Correction	Changes in Accounting Principle	June 30, 2024 As Restated
Government-wide					
Governmental activities	$ 159,846,377	$ -	$ (2,612,021)	$ -	$ 157,234,356

NOTE 16: SUBSEQUENT EVENTS

The City evaluated subsequent events for recognition and disclosure through February 26, 2025, the date on which these financial statements were available to be issued. Management concluded that no material subsequent events have occurred since June 30, 2024, that required recognition or disclosure in these financial statements.

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CITY OF IRWINDALE, CALIFORNIA
Schedules of Proportationate Share of Net Pension Liability
As of June 30, for the Last Ten Fiscal Years

Reporting Date [1] as of June 30,	Proportion of the Net Pension Liability	Proportionate Share of Net Pension Liability	Covered Payroll	Proportionate Share of the Net Pension Liability as a % of Covered Payroll	Plan's Fiduciary Net Position as a % of the Total Pension Liability
		Miscellaneous Plan			
2024	0.0350%	$ 4,368,276	$ 6,242,919	70.0%	77.4%
2023	0.0662%	3,097,284	5,673,204	54.6%	76.7%
2022	-0.2918%	(5,540,165)	4,918,304	-112.6%	88.3%
2021	0.0220%	926,142	5,041,489	18.4%	75.3%
2020	0.9522%	3,813,222	4,553,394	83.7%	75.3%
2019	0.1579%	5,950,032	4,292,439	138.6%	75.3%
2018	0.2452%	9,666,931	3,946,594	244.9%	73.3%
2017	0.2365%	8,216,929	3,660,664	224.5%	74.1%
2016	0.2186%	5,996,900	3,567,161	168.1%	69.7%
2015	0.2261%	5,588,070	3,363,343	166.1%	155.3%
		Safety Plan			
2024	0.0529%	$ 5,837,427	$ 3,152,778	185.2%	74.9%
2023	0.0644%	4,423,471	2,993,007	147.8%	75.5%
2022	-0.1100%	(3,859,183)	2,706,167	-142.6%	86.6%
2021	0.0367%	2,447,637	3,177,983	77.0%	73.1%
2020	0.0773%	4,823,965	3,041,816	158.6%	75.3%
2019	0.1202%	7,049,987	2,782,130	253.4%	75.3%
2018	0.1790%	10,693,035	2,676,103	399.6%	73.3%
2017	0.1799%	9,315,683	2,616,364	356.1%	74.1%
2016	0.1752%	7,217,544	2,350,221	307.1%	78.3%
2015	0.1633%	6,216,449	2,186,973	284.2%	81.0%

Notes to Schedule of Proportionate Share of the Net Pension Liability:

Benefit Changes: None

Changes of Assumptions: None

1 The proportions and proportionate share of the net pension liability are measured as of one year behind the reporting date. Refer to notes to basic financial statements.

CITY OF IRWINDALE, CALIFORNIA
Schedule of Changes in Net Pension Liability and Related Ratios
Retirement Enhancement Plan
As of June 30, for the Last Ten Fiscal Years

	2024	2023	2022	2021
Measurement Date	6/30/2023	6/30/2022	6/30/2021	6/30/2020
TOTAL PENSION LIABILITY				
Service cost	$ 172,162	$ 167,473	$ 194,559	$ 189,132
Interest on total pension liability	858,785	810,800	787,629	725,646
Changes of benefit terms	-	511,571	-	537,402
Changes of assumptions	-	(108,162)	-	-
Benefit payments, including refunds of employee contributions	(690,572)	(660,885)	(564,348)	(515,133)
Net change in total pension liability	**340,375**	**720,797**	**417,840**	**937,047**
Total pension liability-beginning	12,890,227	12,169,430	11,751,590	10,814,543
Total pension liability-ending (a)	**13,230,602**	**12,890,227**	**12,169,430**	**11,751,590**
PLAN FIDUCIARY NET POSITION				
Contributions-employer	830,835	677,982	744,770	555,300
Contributions-employee	21,902	23,177	23,593	20,711
Net investment income	1,160,185	711,487	(1,339,397)	1,970,350
Benefit payments, including refunds of employee contributions	(690,572)	(660,885)	(564,348)	(515,133)
Administrative expense	(17,007)	(15,921)	(16,803)	(15,451)
Net change in fiduciary net position	**1,305,343**	**735,840**	**(1,152,185)**	**2,015,777**
Plan fiduciary net position-beginning	9,151,750	8,415,910	9,568,095	7,552,318
Plan fiduciary net position-ending (b)	**10,457,093**	**9,151,750**	**8,415,910**	**9,568,095**
Net pension liability/(asset) (a) - (b)	**$ 2,773,509**	**$ 3,738,477**	**$ 3,753,520**	**$ 2,183,495**
Plan fiduciary net position as a percentage of the total pension liability	**79.0%**	**71.0%**	**69.2%**	**81.4%**
Covered payroll	$ 2,894,008	$ 2,843,160	$ 2,806,290	$ 2,968,567
Plan net pension liability/(asset) as a percentage of covered payroll	**95.8%**	**131.5%**	**133.8%**	**73.6%**

Notes to Schedule of Changes in the Net Pension Liability and Related Ratios:

Benefit Changes: None

Changes of Assumptions: None

2020 6/30/2019	2019 6/30/2018	2018 6/30/2017	2017 6/30/2016	2016 6/30/2015	2015 6/30/2014
$ 191,206	$ 186,089	$ 200,039	$ 194,213	$ 224,310	$ 217,777
702,559	650,863	654,683	673,221	684,249	660,087
-	920,946	-	(544,681)	-	-
-	(415,843)	408,409	192,042	-	-
(583,078)	(579,586)	(691,543)	(858,176)	(578,327)	(546,713)
310,687	**762,469**	**571,588**	**(343,381)**	**330,232**	**331,151**
10,503,856	9,741,387	9,169,799	9,513,180	9,182,948	8,851,797
10,814,543	**10,503,856**	**9,741,387**	**9,169,799**	**9,513,180**	**9,182,948**
559,051	488,197	546,242	248,061	524,910	469,394
21,063	26,751	38,549	10,587	30,941	32,711
183,556	477,852	522,018	757,582	(60,544)	172,592
(583,078)	(579,586)	(691,543)	(858,176)	(578,327)	(546,713)
(14,380)	(54,670)	(51,768)	(26,690)	(13,193)	(14,360)
166,212	**358,544**	**363,498**	**131,364**	**(96,213)**	**113,624**
7,386,106	7,027,562	6,664,064	6,532,700	6,628,913	6,515,289
7,552,318	**7,386,106**	**7,027,562**	**6,664,064**	**6,532,700**	**6,628,913**
$ 3,262,225	**$ 3,117,750**	**$ 2,713,825**	**$ 2,505,735**	**$ 2,980,480**	**$ 2,554,035**
69.8%	**70.3%**	**72.1%**	**72.7%**	**68.7%**	**72.2%**
$ 2,921,452	$ 2,923,962	$ 3,039,766	$ 2,951,229	$ 2,865,271	$ 3,300,942
111.7%	**106.6%**	**89.3%**	**84.9%**	**104.0%**	**77.4%**

CITY OF IRWINDALE, CALIFORNIA
Schedule of Changes in Net OPEB Liability and Related Ratios
As of June 30, for the Last Ten Fiscal Years 1

	2024	2023	2022	2021
Measurement Date	6/30/2023	6/30/2022	6/30/2021	6/30/2020
TOTAL OPEB LIABILITY				
Service cost	$ 431,129	$ 397,382	$ 335,912	$ 326,922
Interest on total pension liability	1,356,696	1,317,498	1,245,976	1,173,720
Changes of benefit terms	-	-	-	-
Changes of assumptions	1,258,101	567,051	1,167,269	-
Difference between expected and actual experience	1,286,029	-	252,667	(181,919)
Benefit payments, including refunds of employee contributions	(1,022,838)	(995,332)	(816,052)	(763,891)
Net change in total OPEB liability	**3,309,117**	**1,286,599**	**2,185,772**	**554,832**
Total OPEB liability-beginning	21,104,070	19,817,471	17,631,699	17,076,867
Total OPEB liability-ending (a)	**24,413,187**	**21,104,070**	**19,817,471**	**17,631,699**
PLAN FIDUCIARY NET POSITION				
Contributions-employer	1,284,810	995,332	816,052	763,891
Contributions-employee	-	-	-	-
Investment	-	(1,352,519)	1,080,004	(176,501)
Net investment income	377,318	453,390	368,889	356,450
Benefit payments, including refunds of employee contributions	(1,022,838)	(995,332)	(816,052)	(763,891)
Administrative expense	(1,691)	(1,701)	(1,994)	(2,488)
Net change in fiduciary net position	**637,599**	**(900,830)**	**1,446,899**	**177,461**
Plan fiduciary net position-beginning	5,816,911	6,717,741	5,270,842	5,093,381
Plan fiduciary net position-ending (b)	**6,454,510**	**5,816,911**	**6,717,741**	**5,270,842**
Net OPEB liability/(asset) (a) - (b)	**$ 17,958,677**	**$ 15,287,159**	**$ 13,099,730**	**$ 12,360,857**
Plan fiduciary net position as a percentage of the total OPEB liability	**26.4%**	**27.6%**	**33.9%**	**29.9%**
Covered-employee payroll	$ 9,994,388	$ 8,666,212	$ 8,242,890	$ 7,845,408
Plan net OPEB liability/(asset) as a percentage of covered-employee payroll	**179.7%**	**176.4%**	**158.9%**	**157.6%**

Notes to Schedule of Changes in the Net OPEB Liability and Related Ratios:

Benefit Changes: None

Changes of Assumptions: None

[1] *Fiscal year 2018 was the first year of GASB Statement No. 75 implementation; therefore only seven years are shown.*

2020	2019	2018
6/30/2019	6/30/2018	6/30/2017
$ 275,083	$ 267,721	$ 260,556
997,849	970,201	945,602
-	-	-
-	-	-
2,100,844	-	-
(837,754)	(846,449)	(877,377)
2,536,022	**391,473**	**328,781**
14,540,845	14,149,372	13,820,591
17,076,867	**14,540,845**	**14,149,372**
887,754	846,449	1,150,227
-	-	-
(41,091)	42,524	-
334,298	308,311	408,831
(837,754)	(846,449)	(877,377)
(1,018)	(8,182)	(2,078)
342,189	**342,653**	**679,603**
4,751,192	4,408,539	3,728,936
5,093,381	**4,751,192**	**4,408,539**
$ 11,983,486	**$ 9,789,653**	**$ 9,740,833**
29.8%	**32.7%**	**31.2%**
$ 7,565,795	$ 6,545,334	$ 6,509,959
158.4%	**149.6%**	**149.6%**

CITY OF IRWINDALE, CALIFORNIA
Schedules of Plan Contributions
As of June 30, for the Last Ten Fiscal Years

Fiscal Year Ending June 30,	Actuarially Determined Contribution	Actual Employer Contributions	Contribution Deficiency (Excess)	Covered/ Covered-Employee Payroll	Contribution as a % of Covered/ Covered Employee Payroll
		Miscellaneous Cost-Sharing, Multiple-Employer Pension Plan			
2024	$ 626,865	$ 736,241	$ (109,376)	$ 6,694,804	11.0%
2023	633,848	680,736	(46,888)	6,242,919	10.9%
2022	586,048	814,904	(228,856)	5,673,204	14.4%
2021	524,235	673,395	(149,160)	4,918,304	13.7%
2020	481,070	4,089,313	(3,608,243)	5,041,489	81.1%
2019	425,569	3,866,108	(3,440,539)	4,553,394	84.9%
2018	719,281	4,116,032	(3,396,751)	4,292,439	95.9%
2017	610,791	610,791	-	3,946,594	15.5%
2016	541,695	541,695	-	3,660,664	14.8%
2015	421,414	421,414	-	3,567,161	11.8%
		Safety Cost-Sharing, Multiple-Employer Pension Plan			
2024	$ 904,284	$ 941,052	$ (36,768)	$ 3,728,501	25.2%
2023	839,298	891,350	(52,052)	3,152,778	28.3%
2022	827,065	1,141,996	(314,931)	2,993,007	38.2%
2021	734,338	965,453	(231,115)	2,706,167	35.7%
2020	700,216	4,091,973	(3,391,757)	3,177,983	128.8%
2019	647,217	4,206,678	(3,559,461)	3,041,816	138.3%
2018	1,010,881	4,614,130	(3,603,249)	2,782,130	165.8%
2017	895,256	895,256	-	2,676,103	33.5%
2016	813,764	813,764	-	2,616,364	31.1%
2015	702,231	702,231	-	2,350,221	29.9%
		Retirement Enhancement Plan			
2024	$ 885,929	$ 830,835	$ 55,094	$ 2,894,008	28.7%
2023	696,408	677,982	18,426	2,843,160	23.8%
2022	747,485	744,770	2,715	2,806,290	26.5%
2021	596,891	555,300	41,591	2,968,567	18.7%
2020	604,091	559,051	45,040	2,921,452	19.1%
2019	498,568	488,197	10,371	2,923,962	16.7%
2018	517,055	546,242	(29,187)	3,039,766	18.0%
2017	428,931	248,061	180,870	2,951,229	8.4%
2016	484,020	524,910	(40,890)	2,865,271	18.3%
2015	469,394	469,394	-	3,300,942	14.2%
		Single Employer OPEB Plan			
2024	$ 903,752	$ 1,284,810	$ (381,058)	$ 10,423,305	12.3%
2023	898,714	898,714	-	9,994,388	9.0%
2022	790,028	790,028	-	8,666,212	9.1%
2021	816,052	816,052	-	8,242,890	9.9%
2020	763,891	763,891	-	7,845,408	9.7%
2019	887,754	887,754	-	7,565,795	11.7%
2018	870,790	870,790	-	6,545,334	13.3%

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
General Fund
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes	$ 20,829,250	$ 20,829,250	$ 24,366,202	$ 3,536,952
Licenses and permits	2,860,000	2,860,000	2,167,580	(692,420)
Intergovernmental	42,000	42,000	142,036	100,036
Charges for services	1,723,200	1,723,200	2,300,716	577,516
Use of money and property	820,000	820,000	5,138,365	4,318,365
Fines and forfeitures	146,000	146,000	160,745	14,745
Contributions	43,000	43,000	56,411	13,411
Miscellaneous	1,214,840	1,215,420	1,797,519	582,099
Total revenues	**27,678,290**	**27,678,870**	**36,129,574**	**8,450,704**
EXPENDITURES				
Current:				
General government	8,411,382	8,736,704	8,068,035	668,669
Public safety	9,166,340	9,426,658	8,032,677	1,393,981
Community development	489,364	634,799	481,837	152,962
Parks and recreation	2,844,902	3,099,204	2,747,831	351,373
Public works	4,382,035	4,556,868	4,095,563	461,305
Capital outlay	430,759	1,039,966	799,432	240,534
Debt service:				
Principal	-	-	67,126	(67,126)
Interest and fiscal charges	-	-	2,394	(2,394)
Total expenditures	**25,724,782**	**27,494,198**	**24,294,895**	**3,199,303**
Excess (deficiency) of revenues over (under) expenditures	**1,953,508**	**184,672**	**11,834,679**	**11,650,007**
OTHER FINANCING SOURCES (USES)				
Transfers in	1,862,170	1,862,170	1,943,719	81,549
Transfers out	(3,738,078)	(16,342,586)	(6,652,367)	9,690,219
Subscription financing	-	-	110,274	110,274
Total other financing sources (uses)	**(1,875,908)**	**(14,480,416)**	**(4,598,374)**	**9,882,042**
Net change in fund balances	**$ 77,600**	**$ (14,295,744)**	**7,236,305**	**$ 21,532,049**
Fund balances (deficit)-beginning			55,158,439	
Fund balances (deficit)-ending			**$ 62,394,744**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Housing Authority
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Use of money and property	$ 25,400	$ 25,400	$ 355,841	$ 330,441
Miscellaneous	-	-	2,040	2,040
Total revenues	**25,400**	**25,400**	**357,881**	**332,481**
EXPENDITURES				
Current:				
Housing activities	542,860	726,347	433,689	292,658
Total expenditures	**542,860**	**726,347**	**433,689**	**292,658**
Net change in fund balances	**$ (517,460)**	**$ (700,947)**	**(75,808)**	**$ 625,139**
Fund balances (deficit)-beginning			16,887,718	
Fund balances (deficit)-ending			**$ 16,811,910**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Mining Impact Fund
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes	$ 4,254,000	$ 4,254,000	$ 4,318,531	$ 64,531
Use of money and property	25,000	25,000	464,322	439,322
Miscellaneous	-	-	150,000	150,000
Total revenues	**4,279,000**	**4,279,000**	**4,932,853**	**653,853**
EXPENDITURES				
Current:				
General government	3,579,305	3,608,989	2,746,363	862,626
Community development	616,020	778,012	620,728	157,284
Public works	2,318,270	2,329,270	1,781,950	547,320
Capital outlay	6,160	218,483	191,932	26,551
Total expenditures	**6,519,755**	**6,934,753**	**5,340,973**	**1,593,780**
Excess (deficiency) of revenues over (under) expenditures	**(2,240,755)**	**(2,655,753)**	**(408,120)**	**2,247,633**
OTHER FINANCING SOURCES (USES)				
Transfers out	(486,970)	(1,443,980)	(92,474)	1,351,506
Total other financing sources (uses)	**(486,970)**	**(1,443,980)**	**(92,474)**	**1,351,506**
Net change in fund balances	**$ (2,727,725)**	**$ (4,099,733)**	**(500,594)**	**$ 3,599,139**
Fund balances (deficit)-beginning			14,037,968	
Fund balances (deficit)-ending			**$ 13,537,374**	

CITY OF IRWINDALE, CALIFORNIA
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2024

	Special Revenue Funds			
	Reclamation	AB939	Asset Forfeiture	State Gas Tax
ASSETS				
Cash and investments	$ 11,186,017	$ 1,226,496	$ 839,280	$ 264,555
Receivables:				
Accounts	375,468	61,207	-	-
Taxes	-	-	-	10,643
Accrued interest	62,721	6,187	3,085	1,219
Total assets	**11,624,206**	**1,293,890**	**842,365**	**276,417**
LIABILITIES				
Accounts payable	884	4,733	58,865	-
Accrued liabilities	-	3,543	-	-
Unearned revenues	-	-	-	-
Due to other funds	-	-	-	-
Total liabilities	**884**	**8,276**	**58,865**	**-**
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues	-	-	-	-
Total deferred inflows of resources	**-**	**-**	**-**	**-**
FUND BALANCES (DEFICITS)				
Restricted				
Public safety	-	-	783,500	-
Parks and recreation	-	358,754	-	-
Public works	11,623,322	910,166	-	276,417
General government	-	16,694	-	-
Total fund balances (deficits)	**11,623,322**	**1,285,614**	**783,500**	**276,417**
Total liabilities, deferred inflows of resources, and fund balances (deficits)	**$ 11,624,206**	**$ 1,293,890**	**$ 842,365**	**$ 276,417**

	Special Revenue Funds			
	Air Quality Improvement	**Proposition A**	**Proposition C**	**Measure R**
ASSETS				
Cash and investments	$ 3,700	$ 75,982	$ 39,572	$ 75,433
Receivables:				
Accounts	499	-	2,574	1,936
Taxes	-	-	-	-
Accrued interest	13	410	138	338
Total assets	**4,212**	**76,392**	**42,284**	**77,707**
LIABILITIES				
Accounts payable	-	3,388	-	-
Accrued liabilities	-	-	-	-
Unearned revenues	-	-	-	-
Due to other funds	-	-	-	-
Total liabilities	**-**	**3,388**	**-**	**-**
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues	-	-	-	-
Total deferred inflows of resources	**-**	**-**	**-**	**-**
FUND BALANCES (DEFICITS)				
Restricted				
Public safety	-	-	-	-
Parks and recreation	-	-	-	-
Public works	4,212	73,004	42,284	77,707
General government	-	-	-	-
Total fund balances (deficits)	**4,212**	**73,004**	**42,284**	**77,707**
Total liabilities, deferred inflows of resources, and fund balances (deficits)	**$ 4,212**	**$ 76,392**	**$ 42,284**	**$ 77,707**

CITY OF IRWINDALE, CALIFORNIA
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2024

	Special Revenue Funds			
	Federal Grants	Community Development Block Grant	State Grants	COPS
ASSETS				
Cash and investments	$ -	$ 1,246	$ 2,874,175	$ 268,407
Receivables:				
Accounts	29,645	-	-	-
Taxes	-	-	-	-
Accrued interest	-	-	-	1,385
Total assets	**29,645**	**1,246**	**2,874,175**	**269,792**
LIABILITIES				
Accounts payable	1,432	-	-	-
Accrued liabilities	-	-	-	-
Unearned revenues	-	-	2,874,175	-
Due to other funds	13,806	-	-	-
Total liabilities	**15,238**	**-**	**2,874,175**	**-**
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues	370	-	-	-
Total deferred inflows of resources	**370**	**-**	**-**	**-**
FUND BALANCES (DEFICITS)				
Restricted				
Public safety	-	-	-	269,792
Parks and recreation	-	-	-	-
Public works	-	1,246	-	-
General government	14,037	-	-	-
Total fund balances (deficits)	**14,037**	**1,246**	**-**	**269,792**
Total liabilities, deferred inflows of resources, and fund balances (deficits)	**$ 29,645**	**$ 1,246**	**$ 2,874,175**	**$ 269,792**

	Special Revenue Funds			
	Asset Forfeiture State Fund	Measure M	Safe Clean Water Program	Development Impact Fees
ASSETS				
Cash and investments	$ 1,386	$ 33,812	$ 1,373,731	$ 8,512,986
Receivables:				
Accounts	-	2,195	-	-
Taxes	-	-	-	-
Accrued interest	7	117	6,702	39,426
Total assets	**1,393**	**36,124**	**1,380,433**	**8,552,412**
LIABILITIES				
Accounts payable	-	-	69,494	-
Accrued liabilities	-	-	-	-
Unearned revenues	-	-	-	-
Due to other funds	-	-	-	-
Total liabilities	**-**	**-**	**69,494**	**-**
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues	-	-	-	-
Total deferred inflows of resources	**-**	**-**	**-**	**-**
FUND BALANCES (DEFICITS)				
Restricted				
Public safety	1,393	-	-	-
Parks and recreation	-	-	-	-
Public works	-	36,124	1,310,939	8,552,412
General government	-	-	-	-
Total fund balances (deficits)	**1,393**	**36,124**	**1,310,939**	**8,552,412**
Total liabilities, deferred inflows of resources, and fund balances (deficits)	**$ 1,393**	**$ 36,124**	**$ 1,380,433**	**$ 8,552,412**

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CITY OF IRWINDALE, CALIFORNIA
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2024

	Special Revenue Funds	
	Irwindale Community Foundation	Total Nonmajor Funds
ASSETS		
Cash and investments	$ 333,913	$ 27,110,691
Receivables:		
Accounts	3,000	476,524
Taxes	-	10,643
Accrued interest	-	121,748
Total assets	**336,913**	**27,719,606**
LIABILITIES		
Accounts payable	3,918	142,714
Accrued liabilities	-	3,543
Unearned revenues	-	2,874,175
Due to other funds	-	13,806
Total liabilities	**3,918**	**3,034,238**
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenues	-	370
Total deferred inflows of resources	**-**	**370**
FUND BALANCES (DEFICITS)		
Restricted		
Public safety	-	1,054,685
Parks and recreation	332,995	691,749
Public works	-	22,907,833
General government	-	30,731
Total fund balances (deficits)	**332,995**	**24,684,998**
Total liabilities, deferred inflows of resources, and fund balances (deficits)	**$ 336,913**	**$ 27,719,606**

CITY OF IRWINDALE, CALIFORNIA
Combining Statement of Revenues,
Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2024

	Special Revenue Funds			
	Reclamation	AB939	Asset Forfeiture	State Gas Tax
REVENUES				
Taxes	$ -	$ 360,650	$ -	$ -
Intergovernmental	-	-	895,441	84,796
Charges for services	-	-	-	-
Use of money and property	359,962	35,506	17,673	6,994
Miscellaneous	2,079,954	-	-	-
Total revenues	**2,439,916**	**396,156**	**913,114**	**91,790**
EXPENDITURES				
Current:				
General government	8,522	2,392	-	-
Public safety	-	-	112,453	-
Community development	-	-	-	-
Parks and recreation	-	-	-	-
Public works	88,351	246,913	-	3,431
Capital outlay	-	-	72,434	-
Total expenditures	**96,873**	**249,305**	**184,887**	**3,431**
Excess (deficiency) of revenues over (under) expenditures	**2,343,043**	**146,851**	**728,227**	**88,359**
OTHER FINANCING SOURCES (USES)				
Transfers in	8,522	-	-	-
Transfers out	(1,943,719)	-	-	(9,006)
Total other financing sources (uses)	**(1,935,197)**	**-**	**-**	**(9,006)**
Net change in fund balances	**407,846**	**146,851**	**728,227**	**79,353**
Fund balances (deficit)-beginning	11,215,476	1,138,763	55,273	197,064
Fund balances (deficit)-ending	**$ 11,623,322**	**$ 1,285,614**	**$ 783,500**	**$ 276,417**

CITY OF IRWINDALE, CALIFORNIA
Combining Statement of Revenues,
Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2024 **(Continued)**

	Special Revenue Funds			
	Air Quality Improvement	Proposition A	Proposition C	Measure R
REVENUES				
Taxes	$ -	$ 39,509	$ -	$ -
Intergovernmental	2,492	-	32,772	24,571
Charges for services	-	-	-	-
Use of money and property	62	2,337	795	1,928
Miscellaneous	-	-	-	-
Total revenues	**2,554**	**41,846**	**33,567**	**26,499**
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Community development	-	-	-	-
Parks and recreation	-	-	-	-
Public works	-	40,652	-	-
Capital outlay	-	-	-	-
Total expenditures	**-**	**40,652**	**-**	**-**
Excess (deficiency) of revenues over (under) expenditures	**2,554**	**1,194**	**33,567**	**26,499**
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	**-**	**-**	**-**	**-**
Net change in fund balances	**2,554**	**1,194**	**33,567**	**26,499**
Fund balances (deficit)-beginning	1,658	71,810	8,717	51,208
Fund balances (deficit)-ending	**$ 4,212**	**$ 73,004**	**$ 42,284**	**$ 77,707**

CITY OF IRWINDALE, CALIFORNIA
Combining Statement of Revenues,
Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2024

	Special Revenue Funds			
	Federal Grants	Community Development Block Grant	State Grants	COPS
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Intergovernmental	133,420	8,450	818,902	186,159
Charges for services	-	-	-	-
Use of money and property	-	-	-	7,951
Miscellaneous	-	-	-	-
Total revenues	**133,420**	**8,450**	**818,902**	**194,110**
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	59,046	-	-	-
Community development	-	-	34,914	-
Parks and recreation	-	-	-	-
Public works	-	8,450	-	-
Capital outlay	11,990	-	9,941	121,886
Total expenditures	**71,036**	**8,450**	**44,855**	**121,886**
Excess (deficiency) of revenues over (under) expenditures	**62,384**	**-**	**774,047**	**72,224**
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	(571,665)	-
Total other financing sources (uses)	**-**	**-**	**(571,665)**	**-**
Net change in fund balances	**62,384**	**-**	**202,382**	**72,224**
Fund balances (deficit)-beginning	(48,347)	1,246	(202,382)	197,568
Fund balances (deficit)-ending	**$ 14,037**	**$ 1,246**	**$ -**	**$ 269,792**

CITY OF IRWINDALE, CALIFORNIA
Combining Statement of Revenues,
Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2024 **(Continued)**

	Special Revenue Funds			
	Asset Forfeiture State Fund	Measure M	Safe Clean Water Program	Development Impact Fees
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Intergovernmental	-	27,746	415,346	-
Charges for services	-	-	-	4,054,930
Use of money and property	41	666	38,201	226,266
Miscellaneous	-	-	-	-
Total revenues	**41**	**28,412**	**453,547**	**4,281,196**
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Community development	-	-	-	-
Parks and recreation	-	-	-	-
Public works	-	-	209,552	-
Capital outlay	-	-	-	-
Total expenditures	**-**	**-**	**209,552**	**-**
Excess (deficiency) of revenues over (under) expenditures	**41**	**28,412**	**243,995**	**4,281,196**
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	(57,118)	-
Total other financing sources (uses)	**-**	**-**	**(57,118)**	**-**
Net change in fund balances	**41**	**28,412**	**186,877**	**4,281,196**
Fund balances (deficit)-beginning	1,352	7,712	1,124,062	4,271,216
Fund balances (deficit)-ending	**$ 1,393**	**$ 36,124**	**$ 1,310,939**	**$ 8,552,412**

CITY OF IRWINDALE, CALIFORNIA
Combining Statement of Revenues,
Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2024

	Special Revenue Funds	
	Irwindale Community Foundation	**Total Nonmajor Funds**
REVENUES		
Taxes	$ -	$ 400,159
Intergovernmental	-	2,630,095
Charges for services	-	4,054,930
Use of money and property	-	698,382
Miscellaneous	266,537	2,346,491
Total revenues	**266,537**	**10,130,057**
EXPENDITURES		
Current:		
General government	-	10,914
Public safety	-	171,499
Community development	-	34,914
Parks and recreation	233,220	233,220
Public works	-	597,349
Capital outlay	-	216,251
Total expenditures	**233,220**	**1,264,147**
Excess (deficiency) of revenues over (under) expenditures	**33,317**	**8,865,910**
OTHER FINANCING SOURCES (USES)		
Transfers in	-	8,522
Transfers out	-	(2,581,508)
Total other financing sources (uses)	**-**	**(2,572,986)**
Net change in fund balances	**33,317**	**6,292,924**
Fund balances (deficit)-beginning	299,678	18,392,074
Fund balances (deficit)-ending	**$ 332,995**	**$ 24,684,998**

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Reclamation
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Use of money and property	$ 20,500	$ 20,500	$ 359,962	$ 339,462
Miscellaneous	2,019,590	2,019,590	2,079,954	60,364
Total revenues	**2,040,090**	**2,040,090**	**2,439,916**	**399,826**
EXPENDITURES				
Current:				
General government	48,970	48,970	8,522	40,448
Public works	137,830	138,230	88,351	49,879
Total expenditures	**186,800**	**187,200**	**96,873**	**90,327**
Excess (deficiency) of revenues over (under) expenditures	**1,853,290**	**1,852,890**	**2,343,043**	**490,153**
OTHER FINANCING SOURCES (USES)				
Transfers in	48,970	48,970	8,522	(40,448)
Transfers out	(1,862,170)	(1,862,170)	(1,943,719)	(81,549)
Total other financing sources (uses)	**(1,813,200)**	**(1,813,200)**	**(1,935,197)**	**(121,997)**
Net change in fund balances	**$ 40,090**	**$ 39,690**	**407,846**	**$ 368,156**
Fund balances (deficit)-beginning			11,215,476	
Fund balances (deficit)-ending			**$ 11,623,322**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
AB939
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes	$ 269,280	$ 269,280	$ 360,650	$ 91,370
Use of money and property	1,000	1,000	35,506	34,506
Total revenues	**270,280**	**270,280**	**396,156**	**125,876**
EXPENDITURES				
Current:				
General government	10,000	10,000	2,392	7,608
Public works	340,930	340,930	246,913	94,017
Total expenditures	**350,930**	**350,930**	**249,305**	**101,625**
Net change in fund balances	**$ (80,650)**	**$ (80,650)**	**146,851**	**$ 227,501**
Fund balances (deficit)-beginning			1,138,763	
Fund balances (deficit)-ending			**$ 1,285,614**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Asset Forfeiture
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ -	$ 895,441	$ 895,441	$ -
Use of money and property	-	1,561	17,673	16,112
Total revenues	**-**	**897,002**	**913,114**	**16,112**
EXPENDITURES				
Current:				
Public safety	-	258,015	112,453	145,562
Capital outlay	-	694,378	72,434	621,944
Total expenditures	**-**	**952,392**	**184,887**	**767,505**
Net change in fund balances	**$ -**	**$ (55,391)**	**728,227**	**$ 783,618**
Fund balances (deficit)-beginning			55,273	
Fund balances (deficit)-ending			**$ 783,500**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
State Gas Tax
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 85,045	$ 85,045	$ 84,796	$ (249)
Use of money and property	-	-	6,994	6,994
Total revenues	**85,045**	**85,045**	**91,790**	**6,745**
EXPENDITURES				
Current:				
Public works	3,600	3,600	3,431	169
Total expenditures	**3,600**	**3,600**	**3,431**	**169**
Excess (deficiency) of revenues over (under) expenditures	**81,445**	**81,445**	**88,359**	**6,914**
OTHER FINANCING SOURCES (USES)				
Transfers out	(81,445)	(191,603)	(9,006)	182,597
Total other financing sources (uses)	**(81,445)**	**(191,603)**	**(9,006)**	**182,597**
Net change in fund balances	**$ -**	**$ (110,158)**	**79,353**	**$ 189,511**
Fund balances (deficit)-beginning			197,064	
Fund balances (deficit)-ending			**$ 276,417**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Air Quality Improvement
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 750	$ 750	$ 2,492	$ 1,742
Use of money and property	-	-	62	62
Total revenues	**750**	**750**	**2,554**	**1,804**
EXPENDITURES				
Capital outlay	750	750	-	750
Total expenditures	**750**	**750**	**-**	**750**
Net change in fund balances	**$ -**	**$ -**	**2,554**	**$ 2,554**
Fund balances (deficit)-beginning			1,658	
Fund balances (deficit)-ending			**$ 4,212**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Proposition A
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes	$ 43,063	$ 43,063	$ 39,509	$ (3,554)
Use of money and property	50	50	2,337	2,287
Total revenues	**43,113**	**43,113**	**41,846**	**(1,267)**
EXPENDITURES				
Current:				
Public works	43,113	43,113	40,652	2,461
Total expenditures	**43,113**	**43,113**	**40,652**	**2,461**
Net change in fund balances	**$ -**	**$ -**	**1,194**	**$ 1,194**
Fund balances (deficit)-beginning			71,810	
Fund balances (deficit)-ending			**$ 73,004**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Proposition C
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 35,719	$ 35,719	$ 32,772	$ (2,947)
Use of money and property	-	-	795	795
Total revenues	**35,719**	**35,719**	**33,567**	**(2,152)**
OTHER FINANCING SOURCES (USES)				
Transfers out	(35,719)	(35,719)	-	35,719
Total other financing sources (uses)	**(35,719)**	**(35,719)**	**-**	**35,719**
Net change in fund balances	**$ -**	**$ -**	**33,567**	**$ 33,567**
Fund balances (deficit)-beginning			8,717	
Fund balances (deficit)-ending			**$ 42,284**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Measure R
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 26,789	$ 26,789	$ 24,571	$ (2,218)
Use of money and property	-	-	1,928	1,928
Total revenues	**26,789**	**26,789**	**26,499**	**(290)**
OTHER FINANCING SOURCES (USES)				
Transfers out	(26,789)	(26,789)	-	26,789
Total other financing sources (uses)	**(26,789)**	**(26,789)**	**-**	**26,789**
Net change in fund balances	**$ -**	**$ -**	**26,499**	**$ 26,499**
Fund balances (deficit)-beginning			51,208	
Fund balances (deficit)-ending			**$ 77,707**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Federal Grants
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ -	$ 171,309	$ 133,420	$ (37,889)
Total revenues	**-**	**171,309**	**133,420**	**(37,889)**
EXPENDITURES				
Current:				
Public safety	-	150,096	59,046	91,050
Capital outlay	-	12,000	11,990	10
Total expenditures	**-**	**162,096**	**71,036**	**91,060**
Net change in fund balances	**$ -**	**$ 9,213**	**62,384**	**$ 53,171**
Fund balances (deficit)-beginning			(48,347)	
Fund balances (deficit)-ending			**$ 14,037**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Community Development Block Grant
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 8,450	$ 8,450	$ 8,450	$ -
Total revenues	**8,450**	**8,450**	**8,450**	**-**
EXPENDITURES				
Current:				
Public works	8,450	8,450	8,450	-
Total expenditures	**8,450**	**8,450**	**8,450**	**-**
Net change in fund balances	**$ -**	**$ -**	**-**	**$ -**
Fund balances (deficit)-beginning			1,246	
Fund balances (deficit)-ending			**$ 1,246**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
State Grants
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ -	$ 533,949	$ 818,902	$ 284,953
Total revenues	**-**	**533,949**	**818,902**	**284,953**
EXPENDITURES				
Current:				
Community development	-	76,645	34,914	41,731
Public works	-	40,000	-	40,000
Capital outlay	-	215,000	9,941	205,059
Total expenditures	**-**	**331,645**	**44,855**	**286,790**
Excess (deficiency) of revenues over (under) expenditures	**-**	**202,304**	**774,047**	**571,743**
OTHER FINANCING SOURCES (USES)				
Transfers out	-	(3,445,840)	(571,665)	2,874,175
Total other financing sources (uses)	**-**	**(3,445,840)**	**(571,665)**	**2,874,175**
Net change in fund balances	**$ -**	**$ (3,243,536)**	**202,382**	**$ 3,445,918**
Fund balances (deficit)-beginning			(202,382)	
Fund balances (deficit)-ending			**$ -**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
COPS
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ -	$ 186,159	$ 186,159	$ -
Use of money and property	-	3,019	7,951	4,932
Total revenues	**-**	**189,178**	**194,110**	**4,932**
EXPENDITURES				
Capital outlay	-	383,727	121,886	261,841
Total expenditures	**-**	**383,727**	**121,886**	**261,841**
Net change in fund balances	**$ -**	**$ (194,549)**	**72,224**	**$ 266,773**
Fund balances (deficit)-beginning			197,568	
Fund balances (deficit)-ending			**$ 269,792**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Measure M
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 30,361	$ 30,361	$ 27,746	$ (2,615)
Use of money and property	-	-	666	666
Total revenues	**30,361**	**30,361**	**28,412**	**(1,949)**
Excess (deficiency) of revenues over (under) expenditures	**30,361**	**30,361**	**28,412**	**(1,949)**
OTHER FINANCING SOURCES (USES)				
Transfers out	(30,361)	(30,361)	-	30,361
Total other financing sources (uses)	**(30,361)**	**(30,361)**	**-**	**30,361**
Net change in fund balances	**$ -**	**$ -**	**28,412**	**$ 28,412**
Fund balances (deficit)-beginning			7,712	
Fund balances (deficit)-ending			**$ 36,124**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Safe Clean Water Program
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 420,000	$ 420,000	$ 415,346	$ (4,654)
Use of money and property	-	-	38,201	38,201
Total revenues	**420,000**	**420,000**	**453,547**	**33,547**
EXPENDITURES				
Current:				
Public works	227,000	251,858	209,552	42,306
Total expenditures	**227,000**	**251,858**	**209,552**	**42,306**
Excess (deficiency) of revenues over (under) expenditures	**193,000**	**168,142**	**243,995**	**75,853**
OTHER FINANCING SOURCES (USES)				
Transfers out	(193,000)	(1,047,563)	(57,118)	990,445
Total other financing sources (uses)	**(193,000)**	**(1,047,563)**	**(57,118)**	**990,445**
Net change in fund balances	**$ -**	**$ (879,421)**	**186,877**	**$ 1,066,298**
Fund balances (deficit)-beginning			1,124,062	
Fund balances (deficit)-ending			**$ 1,310,939**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Development Impact Fees
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Charges for services	$ 5,574,835	$ 5,574,835	$ 4,054,930	$ (1,519,905)
Use of money and property	40,000	40,000	226,266	186,266
Total revenues	**5,614,835**	**5,614,835**	**4,281,196**	**(1,333,639)**
Excess (deficiency) of revenues over (under) expenditures	**5,614,835**	**5,614,835**	**4,281,196**	**(1,333,639)**
OTHER FINANCING SOURCES (USES)				
Transfers out	(849,575)	(900,975)	-	900,975
Total other financing sources (uses)	**(849,575)**	**(900,975)**	**-**	**900,975**
Net change in fund balances	**$ 4,765,260**	**$ 4,713,860**	**4,281,196**	**$ (432,664)**
Fund balances (deficit)-beginning			4,271,216	
Fund balances (deficit)-ending			**$ 8,552,412**	

CITY OF IRWINDALE, CALIFORNIA
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual
Capital Projects Fund
For the Year Ended June 30, 2024

	Original	Final	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 184,000	$ 184,000	$ -	$ (184,000)
Use of money and property	25,000	25,000	84,964	59,964
Miscellaneous	-	-	98,612	98,612
Total revenues	**209,000**	**209,000**	**183,576**	**(25,424)**
EXPENDITURES				
Capital outlay	3,712,928	24,809,274	7,506,525	17,302,749
Total expenditures	**3,712,928**	**24,809,274**	**7,506,525**	**17,302,749**
Excess (deficiency) of revenues over (under) expenditures	**(3,503,928)**	**(24,600,274)**	**(7,322,949)**	**17,277,325**
OTHER FINANCING SOURCES (USES)				
Transfers in	3,528,928	24,536,774	7,374,108	(17,162,666)
Total other financing sources (uses)	**3,528,928**	**24,536,774**	**7,374,108**	**(17,162,666)**
Net change in fund balances	**$ 25,000**	**$ (63,500)**	**51,159**	**$ 114,659**
Fund balances-beginning			216,021	
Fund balances (deficit)-ending			**$ 267,180**	

CITY OF IRWINDALE, CALIFORNIA
Combining Statement of Fiduciary Net Position
All Custodial Funds
For the Year Ended June 30, 2024

	Street Lighting District	Sewer Maintenance District	Total Custodial Funds
ASSETS			
Pooled cash and investments	$ 43,526	$ 345,279	$ 388,805
Receivables:			
Accrued interest	221	1,679	1,900
Total assets	**43,747**	**346,958**	**390,705**
LIABILITIES			
Accounts payable	-	8,485	8,485
Total liabilities	**-**	**8,485**	**8,485**
NET POSITION			
Restricted for:			
Restricted for individuals, organizations, and other governments	43,747	338,473	382,220
Total net position	**$ 43,747**	**$ 338,473**	**$ 382,220**

CITY OF IRWINDALE, CALIFORNIA
Combining Statement of Changes in Fiduciary Net Position
All Custodial Funds
For the Year Ended June 30, 2024

	Street Lighting District	Sewer Maintenance District	Total Custodial Funds
ADDITIONS			
Taxes	16,334	166,149	182,483
Interest and change in fair value of investments	1,268	9,635	10,903
Total additions	**17,602**	**175,784**	**193,386**
DEDUCTIONS			
Administrative expenses	11,334	23,691	35,025
Contractual services	-	118,490	118,490
Utilities	4,180	-	4,180
Total deductions	**15,514**	**142,181**	**157,695**
Net increase (decrease) in fiduciary net position	**2,088**	**33,603**	**35,691**
Net position-beginning	41,659	304,870	346,529
Net position-ending	**$ 43,747**	**$ 338,473**	**$ 382,220**

Statistical Section

The Statistical Section of the City of Irwindale's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the city's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City of Irwindale's financial position has changed over time.

Table 1: Net Position by Component – Last Ten Fiscal Years
Table 2: Changes in Net Position – Last Ten Fiscal Years
Table 3: Fund Balances of Governmental Funds – Last Ten Fiscal Years
Table 4: Changes in Fund Balances of Governmental Funds – Last Ten Fiscal Years

Revenue Capacity

These schedules contain information to help the reader assess the factors affecting the City of Irwindale's ability to generate revenues.

Table 5: Governmental Activities Tax Revenues By Source – Last Ten Fiscal Years
Table 6: Mining Tax Revenues – Last Ten Fiscal Years
Table 7: Mining Tax Rates – Last Ten Fiscal Years
Table 8: Principal Mining Taxpayers – Current Year and Nine Years Ago
Table 9: Assessed Value and Estimated Actual Value of Taxable Property – Last Ten Fiscal Years
Table 10: Direct and Overlapping Property Tax Rates – Last Ten Fiscal Years
Table 11: Principal Property Taxpayers – Current Year and Nine Years Ago
Table 12: Property Tax Levies and Collections – Last Ten Fiscal Years
Table 13: Taxable Sales by Category – Last Ten Fiscal Years
Table 14: Top 25 Sales Tax Producers – Current Year and Nine Years Ago

Debt Capacity

These schedules present information to help the reader assess City of Irwindale's levels of outstanding debt and the City's ability to issue additional debt in the future.

Table 15: Ratios of Outstanding Debt by Type – Last Ten Fiscal Years
Table 16: Bonded Debt Pledged Revenue Coverage Successor Agency Tax Allocation Bonds – Last Ten Fiscal Years
Table 17: Direct and Overlapping Debt
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Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment in which the City of Irwindale operates, and to help make comparisons over time and among other governments.

Table 19: Demographic and Economic Statistics – Last Ten Fiscal Years
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Operating Information

These schedules contain information about the City of Irwindale's operations and resources to help the reader understand how the City's financial information relates to the services and activities it provides.

Table 21: Full-Time and Part-Time City Employees by Function – Last Ten Fiscal Years
Table 22: Operating Indicators by Function – Last Ten Fiscal Years
Table 23: Capital Asset Statistics by Function – Last Ten Fiscal Years

Sources: *Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive Financial Reports for each relevant year.*

Table 1
City of Irwindale
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year Ended June 30,									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Governmental activities										
Net Investment in capital assets	$ 50,299,501	$ 49,794,671	$ 49,601,338	$ 51,120,018	$ 52,952,415	$ 56,824,870	$ 59,023,400	$ 58,531,808	$ 53,573,404	$ 56,720,326
Restricted	50,523,767	60,867,149	57,816,698	52,235,181	49,089,392	40,959,612	48,761,203	31,822,214	26,167,094	32,214,149
Unrestricted	30,064,576	23,747,719	31,214,451	31,221,394	37,652,546	35,930,871	39,827,662	80,176,309	80,105,879	79,034,019
Total governmental activities net position	$ 130,887,844	$ 134,409,539	$ 138,632,487	$ 134,576,593	$ 139,694,353	$ 133,715,353	$ 147,612,265	$ 170,530,331	$ 159,846,377	$ 167,968,494

Table 2
City of Irwindale
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year Ended June 30,									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Expenses										
Governmental activities:										
General government	$ 7,629,859	$ 8,761,277	$ 13,737,232	$ 7,288,404	$ 8,340,672	$ 14,321,050	$ 10,317,742	$ 11,146,039	$ 13,708,689	$ 13,348,287
Public safety	5,718,022	5,837,909	6,360,040	7,104,410	7,444,547	8,821,671	8,814,208	170,074	14,987,378	11,226,109
Community development	-	-	-	-	-	-	-	-	-	1,147,420
Public works	7,152,933	6,268,933	8,457,410	8,615,524	10,579,291	7,009,865	8,203,369	3,621,595	12,942,100	8,996,863
Parks and recreation	1,853,463	1,879,106	2,775,633	2,147,371	1,672,481	1,941,613	2,462,513	706,365	5,611,869	4,067,859
Housing activities	-	-	-	-	-	-	-	-	-	1,969,591
Interest on long-term debt	142,709	145,043	127,274	121,752	117,524	109,880	57,268	340	223	2,394
Total primary government expenses	$ 22,496,986	$ 22,892,268	$ 31,457,589	$ 25,277,461	$ 28,154,515	$ 32,204,079	$ 29,855,100	$ 15,644,413	$ 47,250,259	$ 40,758,523
Program Revenues										
Governmental activities:										
Charges for services:										
General government	$ -	$ 400	$ -	$ 994,225	$ 424,921	$ 380,424	$ 387,006	$ 166,908	$ 468,377	$ 495,419
Public safety	241,960	219,112	427,686	517,901	547,025	427,120	369,519	460,219	461,473	241,205
Public works	1,004,298	780,947	1,627,920	2,851,874	2,067,126	3,351,914	4,956,452	5,630,565	7,747,984	8,315,153
Parks and recreation	113,399	121,177	132,209	135,159	132,454	73,328	15,921	73,530	105,435	97,406
Operating grants and contributions	800,651	1,010,005	836,673	473,320	447,927	5,555,246	1,054,852	1,284,220	1,169,585	2,545,319
Capital grants and contributions	196,263	290,685	4,897	3,290,793	5,460,370	1,362,431	1,581,613	2,248,038	2,118,916	2,479,451
Total primary government revenues	$ 2,356,571	$ 2,422,326	$ 3,029,385	$ 8,263,272	$ 9,079,823	$ 11,150,463	$ 8,365,363	$ 9,863,480	$ 12,071,770	$ 14,173,953
Net Revenues (Expense)										
Total primary government net expense	$ (20,140,415)	$ (20,469,942)	$ (28,428,204)	$ (17,014,189)	$ (19,074,692)	$ (21,053,616)	$ (21,489,737)	$ (5,780,933)	$ (35,178,489)	$ (26,584,570)
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes										
Property	$ 1,994,517	$ 2,166,117	$ 1,925,140	$ 2,257,962	$ 2,182,643	$ 1,924,401	$ 2,492,984	$ 2,937,893	$ 3,109,565	$ 2,975,587
Mining/processing	6,446,449	6,717,324	6,291,651	7,088,995	7,130,002	6,233,454	7,303,874	7,896,155	7,238,368	8,520,874
Sales	3,882,558	3,691,820	3,937,691	4,220,157	4,527,677	4,065,292	8,501,430	8,456,734	8,490,434	8,871,432
Utility Users	4,018,841	3,755,043	3,601,434	3,873,263	3,759,934	3,439,780	3,229,073	3,531,654	3,988,477	4,453,120
Franchise	1,332,218	1,330,527	1,348,162	1,410,694	1,355,055	1,345,110	1,386,036	1,459,690	1,641,809	1,778,137
Business licenses	983,323	1,151,728	1,234,886	1,236,833	1,513,989	1,433,490	1,419,423	1,669,546	1,748,055	2,296,812
Other	376,131	345,301	426,282	413,519	363,873	412,270	573,085	632,183	645,882	-
Motor vehicle in lieu	124,842	127,443	129,810	138,747	146,857	153,720	159,937	158,521	189,089	208,128
Use of money and property	1,013,123	1,155,492	600,339	599,074	2,541,718	629,741	729,032	(1,985,618)	1,245,610	6,741,874
Gain on sale of assets	-	718,150	4,572,836	-	-	-	-	-	-	-
Other	275,362	2,809,931	8,651,269	869,325	670,704	950,250	453,552	3,942,241	-	1,470,044
Extraordinary gain/(loss) on dissolution of redevelopment agency *	5,785,449	-	-	-	-	(5,512,892)	8,952,218	-	-	-
Total primary government	26,232,813	23,968,876	32,719,500	22,108,569	24,192,452	15,074,616	35,200,644	28,698,999	28,297,289	37,316,008
Change in Net Position										
Total primary government	$ 6,092,398	$ 3,498,934	$ 4,291,296	$ 5,094,380	$ 5,117,760	$ (5,979,000)	$ 13,710,907	$ 22,918,066	$ (6,881,200)	$ 10,731,438

* Per State Assembly Bill AB 1X26, redevelopment agencies in California were dissolved as of February 1, 2012. After this dissolution date, the assets and financial activities of the former Irwindale Community Redevelopment Agency are reported as a fiduciary fund in the financial statements of the City of Irwindale which serves as the Successor Agency to the Irwindale Community Redevelopment Agency.

Table 3
City of Irwindale
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General fund										
Nonspendable	$ 11,013,366	$ 12,142,153	$ 9,181,943	$ 8,869,831	$ 5,971,949	$ 6,173,082	$ 6,178,270	$ 6,181,495	$ 6,283,069	$ 6,227,674
Restricted	-	-	-	-	-	-	-	-	-	-
Assigned	14,897,110	18,676,485	30,620,784	30,112,196	32,081,720	29,253,846	24,013,761	40,714,845	48,875,370	56,169,770
Unassigned	-	-	-	-	-	(329,443)	11,688,506	-	-	-
Total general fund	25,910,476	30,818,638	39,802,727	38,982,027	38,053,669	35,097,485	41,880,537	46,896,340	55,158,439	62,397,444
All other governmental funds										
Nonspendable	$ 13,401,152	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,460,033	9,452,193	9,524,383
Restricted:										
Continuing Operations	19,226,187	-	-	-	-	-	-	-	-	-
Public safety	498,511	321,512	332,320	400,881	404,524	382,170	245,116	301,718	254,193	1,054,685
Parks and recreation	-	-	-	-	-	-	21,724	179,918	512,049	691,749
Public works	27,031,968	-	-	29,781,088	26,971,910	26,249,123	26,767,937	23,602,002	17,823,468	22,907,833
Capital projects	-	30,375,656	30,621,096	-	2,909,411	107,456	56,072	125,582	216,021	267,180
Housing activities	-	30,169,981	26,862,878	22,052,482	18,802,558	12,806,670	21,670,354	7,612,994	7,379,231	7,261,971
Debt service	915,964	-	404	730	989	243	-	-	-	-
General government	-	-	-	-	-	-	-	-	53,093	30,731
Assigned	-	-	-	-	1,400,000	-	-	5,231,975	14,094,262	13,562,930
Unassigned	(4,805)	(4,863)	(180,356)	(26,479)	(1,446)	(11,417)	(80,164)	(303,788)	(250,729)	-
Total all other governmental funds	$ 61,068,977	$ 60,862,286	$ 57,636,342	$ 52,208,702	$ 50,487,946	$ 39,534,245	$ 48,681,039	$ 46,210,434	$ 49,533,781	$ 55,301,462

Table 4
City of Irwindale
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis accounting)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Revenues:										
Taxes	$ 19,479,493	$ 19,304,177	$ 18,654,064	$ 20,597,369	$ 20,432,581	$ 18,908,037	$ 24,890,696	$ 26,525,879	$ 26,987,502	$ 29,084,892
Licenses and permits	576,658	554,101	938,966	1,715,887	1,396,588	1,072,463	2,725,917	1,274,644	2,081,475	2,167,580
Intergovernmental	815,984	685,971	474,772	563,951	1,017,960	804,439	998,062	1,136,135	1,472,323	2,772,131
Charges for services	570,149	526,145	1,504,357	1,517,298	1,114,488	2,567,927	2,449,426	4,788,178	6,124,223	6,355,646
Use of money and property	1,013,123	1,155,492	599,476	599,361	2,685,365	2,019,171	729,032	(1,985,618)	1,554,058	6,741,874
Fines and forfeitures	212,850	193,467	243,812	305,749	326,981	204,280	137,662	186,362	175,433	160,745
Contributions	208,041	556,028	41,079	37,550	253,094	3,379,612	61,674	50,851	54,507	56,411
Miscellaneous	278,003	2,812,240	8,672,122	5,007,717	4,451,692	2,445,400	3,445,240	4,130,331	3,774,478	4,394,662
Total revenues	$ 23,154,301	$ 25,787,621	$ 31,128,648	$ 30,344,882	$ 31,678,749	$ 31,401,329	$ 35,437,709	$ 36,106,762	$ 42,223,999	$ 51,733,941
Expenditures:										
General government	$ 7,459,738	$ 7,999,231	$ 13,525,715	$ 12,858,871	$ 9,197,821	$ 14,543,070	$ 9,134,721	$ 14,130,600	$ 9,510,967	$ 10,825,312
Public safety	5,552,325	5,702,613	5,780,504	9,915,262	9,740,120	10,467,471	6,996,871	8,003,715	8,546,526	8,204,176
Community development	-	-	-	-	-	-	-	-	-	1,137,479
Parks and recreation	1,661,770	1,781,960	1,935,900	1,862,459	1,927,800	2,050,185	1,973,355	2,658,718	3,187,464	2,981,051
Public works	4,793,164	4,741,024	6,610,493	8,418,135	8,016,992	6,428,605	6,406,208	6,969,667	7,571,502	6,474,862
Housing activities									370,763	433,689
Capital outlay	2,429,246	987,916	1,490,419	2,927,419	3,510,263	5,669,393	3,514,216	1,833,134	1,504,855	8,714,140
Debt Service:										
Principal	440,000	455,000	465,000	480,000	495,000	520,000	540,000	17,871	40,608	67,126
Interest and fiscal charges	145,356	136,556	135,308	131,076	126,996	119,598	71,786	340	223	2,394
Total expenditures	$ 22,481,599	$ 21,804,300	$ 29,943,339	$ 36,593,222	$ 33,014,992	$ 39,798,322	$ 28,637,157	$ 33,614,045	$ 30,732,908	$ 38,840,229
Excess of revenues over (under) expenditures	$ 672,702	$ 3,983,321	$ 1,185,309	$ (6,248,340)	$ (1,336,243)	$ (8,396,993)	$ 6,800,552	$ 2,492,717	$ 11,491,091	$ 12,893,712
Other financing sources (uses):										
Transfers in	$ 1,200,515	$ 3,909,009	$ 5,391,719	$ 3,006,609	$ 6,372,238	$ 5,523,924	$ 14,578,311	$ 2,975,755	$ 2,536,619	$ 9,326,349
Transfers out	(1,200,515)	(3,909,009)	(5,391,719)	(3,006,609)	(6,372,238)	(5,523,924)	(14,578,311)	(2,975,755)	(2,536,619)	(9,326,349)
Lease financing	-	-	-	-	-	-	-	52,481	-	-
Subscription financing	-	-	-	-	-	-	-	-	94,355	110,274
Proceeds on sale of land held	-	718,150	4,572,836	-	1,229,321	-	-	-	-	-
Loss on sale of land held	-	-	-	-	(2,542,192)	(5,512,892)	8,952,218	-	-	-
Bonds issued	-	-	-	-	-	-	-	-	-	-
Bond premium	-	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	$ -	$ 718,150	$ 4,572,836	$ -	$ (1,312,871)	$ (5,512,892)	$ 8,952,218	$ 52,481	$ 94,355	$ 110,274
Extraordinary Gain/(Loss) *	5,785,449	-	-	-	-	-	-	-	-	-
Net change in fund balances before restatements	$ 6,458,151	$ 4,701,471	$ 5,758,145	$ (6,248,340)	$ (2,649,114)	$ (13,909,885)	$ 15,752,770	$ 2,545,198	$ 11,585,446	$ 13,003,986
Restatement of fund balances	-	-	-	-	-	-	177,076	-	-	-
Net change in fund balances, after restatement	$ 6,458,151	$ 4,701,471	$ 5,758,145	$ (6,248,340)	$ (2,649,114)	$ (13,909,885)	$ 15,929,846	$ 2,545,198	$ 11,585,446	$ 13,003,986
Debt service as a percentage of noncapital expenditures **	2.92%	2.84%	2.11%	1.82%	2.11%	1.87%	2.44%	0.06%	0.14%	0.23%

* Per State Assembly Bill AB 1X26, redevelopment agencies in California were dissolved as of February 1, 2012. The assets and financial activities of the former Irwindale Community Redevelopment Agency are now reported as a fiduciary fund in the financial statements of the City of Irwindale which serves as the Successor Agency to the Irwindale Community Redevelopment Agency, which has resulted in these Extraordinary Gains/(Loss) amounts.

** The amount of capital outlay used to calculate the ratio of total debt service expenditures to noncapital expenditures is based on the capital outlay amount in the government-wide statement, Reconciliation of the Statement of Revenues, Expenditures, and Changes to Fund Balances of Governmental Funds to the Statement of Activities

Table 5
City of Irwindale
Governmental Activities Tax Revenues By Source
Last Ten Fiscal Years
(accrual basis of accounting)

Fiscal Year Ended June 30	Property Tax	Mining Tax	Sales Tax	Utility Users Tax	Other Tax	Total Taxes
2015	1,994,517	6,446,449	3,882,558	4,018,841	2,691,672	19,034,037
2016	2,166,117	6,717,324	3,691,820	3,755,043	2,827,556	19,157,860
2017	1,926,393	6,291,651	3,937,691	3,601,434	3,009,330	18,766,499
2018	2,257,962	7,088,995	4,220,157	3,873,263	3,061,046	20,501,423
2019	2,182,643	7,130,002	4,527,677	3,759,934	3,232,917	20,833,173
2020	1,924,401	6,233,454	4,065,292	3,439,780	3,190,870	18,853,797
2021	2,492,984	7,303,874	8,501,430	3,229,073	3,378,544	24,905,905
2022	2,937,893	7,896,155	8,456,734	3,531,654	3,761,419	26,583,855
2023	3,109,565	7,238,368	8,490,434	3,988,477	4,035,746	26,862,590
2024	2,975,587	8,520,874	8,871,432	4,453,120	4,074,949	28,895,962

* Per State Assembly Bill AB 1X26, redevelopment agencies in California were dissolved as of February 1, 2012. After this dissolution date, the assets and financial activities of the former Irwindale Community Redevelopment Agency are reported as a fiduciary fund in the financial statements of the City of Irwindale, which serves as the Successor Agency to the Irwindale Community Redevelopment Agency. Fiscal Year 2012 reflects a partial year of tax increment revenue, as these funds discontinued after February 2012 to the dissolution of the redevelopment agency. Fiscal Year 2013 reflects the first full year without tax increment revenues. This amount includes property taxes, as well as taxes received by the County as residual revenue from the Successor Agency.

Table 6
City of Irwindale
Mining Tax Revenues
Last Ten Fiscal Years
(accrual basis of accounting)

Fiscal Year Ended June 30	Excavation Tax	Processing Tax	Mining Impact Excavation Tax	Mining Impact Processing Tax	Total Mining Taxes
2015	1,917,157	984,895	2,343,051	1,201,346	6,446,449
2016	1,982,039	1,042,060	2,422,446	1,270,779	6,717,324
2017	1,857,818	979,163	2,260,579	1,194,091	6,291,651
2018	2,091,731	1,099,413	2,557,242	1,340,609	7,088,995
2019	2,097,535	1,112,120	2,564,302	1,356,045	7,130,002
2020	1,638,905	1,166,733	2,005,071	1,422,745	6,233,454
2021	1,919,450	1,368,957	2,346,581	1,668,886	7,303,875
2022	2,182,228	1,381,362	2,643,757	1,688,808	7,896,155
2023	1,865,013	1,394,361	2,279,897	1,699,097	7,238,368
2024	2,043,206	1,494,280	2,497,893	1,820,638	7,856,017

Source: City of Irwindale Finance Department

Table 7
City of Irwindale
Mining Tax Rates
Last Ten Fiscal Years

Fiscal Year Ended June 30	Excavation Tax Rate (per ton)	Processing Tax Rate (per ton)	Mining Impact Excavation Tax Rate (per ton)	Mining Impact Processing Tax Rate (per ton)
2015	0.2669	0.1335	0.3262	0.1628
2016	0.2770	0.1362	0.3327	0.1661
2017	0.2795	0.1399	0.3417	0.1706
2018	0.2907	0.1455	0.3554	0.1774
2019	0.3003	0.1503	0.3671	0.1833
2020	0.3024	0.1514	0.3697	0.1846
2021	0.3133	0.1569	0.3830	0.1912
2022	0.3381	0.1693	0.4133	0.2063
2023	0.3509	0.1757	0.4290	0.2141
2024	0.3646	0.1826	0.4457	0.2224

Source: City of Irwindale Finance Department

Table 8
City of Irwindale
Principal Mining Taxpayers
Current Year and Nine Years Ago
June 30, 2024

	2024			2015		
Mining Operator	Mining Taxes	Rank	Percentage of Total Mining Tax Revenue	Mining Taxes	Rank	Percentage of Total Mining Tax Revenue
Vulcan Durbin/Reliance	2,847,001	1	36.2%	2,907,525	1	45.1%
United Rock	2,581,680	2	32.9%	973,520	3	15.1%
Martin Marietta (Hanson Aggregates)	2,249,335	3	28.6%	2,406,286	2	37.3%
All American Asphalt	93,952	4	1.2%	70,914	4	1.1%
Holliday Rock	45,029	6	0.6%	20,905	6	0.3%
Peck Road Gravel Pit	39,019	5	0.5%	67,300	5	1.0%
Totals	7,856,016		100.00%	6,446,450		100.00%

Source: City of Irwindale Finance Department

Table 9
City of Irwindale
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Category	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Residential	51,209,692	53,803,730	55,306,155	59,483,148	64,644,891	69,211,895	73,390,420	75,465,668	81,573,035	84,677,978
Commercial	174,522,114	179,619,293	182,176,675	171,797,899	171,514,320	213,589,419	254,462,647	296,730,366	313,952,251	331,840,871
Industrial	1,428,571,157	1,454,273,793	1,480,939,609	1,615,507,741	1,692,091,506	1,839,178,802	1,864,686,637	1,644,090,819	1,743,848,647	1,896,015,694
Government Owned	498,217	508,170	515,919	526,237	536,761	547,495	558,444	564,228	575,512	587,022
Institutional	158,410	161,574	164,037	167,317	850,000	-	-	-	-	-
Miscellaneous	7,804,466	7,806,464	7,795,215	7,764,046	7,781,738	7,829,920	7,830,569	7,790,995	7,820,554	7,949,352
Recreational	11,637,190	22,969,948	23,320,239	26,356,643	26,883,775	27,421,449	27,969,875	27,994,086	26,014,167	26,534,449
Vacant	63,402,720	69,052,434	78,577,829	81,698,273	81,100,375	79,272,843	85,240,244	151,734,585	364,066,540	387,520,986
SBE Nonunitary	7,427,946	7,071,026	7,071,526	7,071,526	7,071,526	7,071,526	7,171,072	7,191,072	7,191,072	7,191,072
Cross Reference	87,844,101	86,806,996	88,007,252	129,623,585	145,323,008	133,542,664	126,933,216	118,288,388	114,333,931	126,290,061
Unsecured	352,575,992	351,397,594	352,596,600	332,009,850	369,615,372	310,428,919	351,867,464	434,527,438	645,962,496	766,705,221
Exempt	(43,339,793)	(44,205,503)	(43,526,869)	(40,168,105)	(37,440,651)	(33,879,116)	(33,779,664)	(33,294,975)	(33,161,488)	(33,159,448)
TOTALS	2,185,652,005	2,233,471,022	2,276,471,056	2,432,006,265	2,567,413,272	2,688,094,932	2,800,130,588	2,764,377,645	3,305,338,205	3,635,312,706
Total Direct Rate	0.11935%	0.11913%	0.11874%	0.11491%	0.11809%	0.11771%	0.11680%	0.11747%	0.11623%	0.11608%

Source: HdL Coren & Cone Reports

Notes: In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only reassessed as a result of new construction activity or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to actual market value of taxable property and is subject to the limitations described above.

Table 10
City of Irwindale
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years

Fiscal Year Ended	Direct Rate	Overlapping Rates				Total Direct & Overlapping Rates
	General Levy	Los Angeles County	School Districts	Community College	Water District	
2015	1.00000	0.00000	0.81082	0.07277	0.00350	1.88709
2016	1.00000	0.00000	0.89519	0.06507	0.00350	1.96376
2017	1.00000	0.00000	0.84665	0.07614	0.00350	1.92629
2018	1.00000	0.00000	0.92805	0.07348	0.00350	2.00503
2019	1.00000	0.00000	0.93819	0.07227	0.00350	2.01396
2020	1.00000	0.00000	0.91819	0.09525	0.00350	2.01694
2021	1.00000	0.00000	0.93974	0.07978	0.00350	2.02302
2022	1.00000	0.00000	0.93117	0.10966	0.00350	2.04433
2023	1.00000	0.00000	0.94054	0.10317	0.00350	2.04721
2024	1.00000	0.00000	0.875175	0.10388	0.00350	1.98256

Source: HdL Coren & Cone Reports

Notes: In 1978, California voters passed Proposition 13 which sets the property tax rate at 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of the various intergovernmental overlapping debt.

Table 11
City of Irwindale
Principal Property Taxpayers
Current Year and Nine Years Ago
June 30, 2024

Property Owner	2024 Taxable Assessed Value	2024 Rank	2024 Percentage of Total Taxable Assessed Value	2015 Taxable Assessed Value	2015 Rank	2015 Percentage of Total Taxable Assessed Value
IBY Property Owner LLC	$ 273,158,792	1	7.50%			
IBY LLC	226,086,662	2	6.20%			
LIT Reliance II LP	197,676,000	3	5.42%			
Rexford Industrial	156,391,479	4	4.29%			
Crow Family Holdings Industrial	120,670,103	5	3.31%	$ 102,264,661	2	4.67%
Kaiser	115,127,317	6	3.16%			
BPP Pacific Indl Reit LA Reg	94,951,194	7	2.61%			
Huy Fong Irwindale LLC	76,184,485	8	2.09%	78,073,512	3	3.56%
Biosense Webster Inc.	73,924,196	9	2.03%			
Duke Realty 13131 LA Street LP	67,012,632	10	1.84%			
Unitek Corporation				37,853,674	7	1.73%
Millercoors Inc./Miller Brewing Company				408,712,680	1	18.65%
Hanson Aggregates West Inc.				37,506,467	8	1.71%
Metropolitan Life Insurance Company				54,338,980	4	2.48%
LBA of CPT Industrial-CO III LLC				43,697,490	5	1.99%
Ready Pac Produce Inc.				39,070,438	6	1.78%
Davis Wire Corporation				36,802,962	9	1.68%
Vulcan Materials Company				31,472,703	10	1.44%
Totals	$ 1,401,182,860		38.45%	$ 869,793,567		39.70%

Source: HdL Coren & Cone Reports

Table 12
City of Irwindale
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended June 30	City Tax Levy	Collected within the Fiscal Year of the Levy		Collected In Subsequent Years	Total Collections	
		Amount Collected	Percentage of Levy		Amount	Percentage of Levy
2015	203,580	200,674	98.6%	1,269	201,943	99.2%
2016	203,800	202,034	99.1%	NA	202,034	99.1%
2017	207,200	204,997	98.9%	NA	204,997	98.9%
2018	212,230	209,975	98.9%	NA	209,975	98.9%
2019	212,230	207,762	97.9%	NA	207,762	97.9%
2020	212,240	210,165	99.0%	NA	210,165	99.0%
2021	220,400	218,120	99.0%	NA	218,120	99.0%
2022	232,570	230,104	98.9%	NA	230,104	98.9%
2023	483,390	477,942	98.9%	NA	477,942	98.9%
2024	241,673	238,793	98.8%	NA	238,793	98.8%

NA - Information not available.

Source: HdL Coren & Cone, City of Irwindale Finance Dept, and County of Los Angeles Office of Auditor-Controller

Table 13
City of Irwindale
Taxable Sales by Category
Last Ten Fiscal Years

(in thousands of dollars)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Apparel Stores	580	599	483	733	719	635	145	138	1,038	1,017
Food Stores	458	715	591	353	290	285	372	370	405	579
Eating and Drinking Places	18,860	20,889	21,624	21,945	22,122	23,374	20,903	24,092	27,396	26,880
Building Materials	9,844	11,268	12,775	17,564	16,928	16,205	16,515	21,038	24,107	22,658
Auto Dealers and Supplies	3,294	3,606	6,311	7,788	9,331	9,862	9,152	13,417	13,429	5,884
Service Stations	51,248	45,400	38,906	42,478	44,726	50,297	31,987	47,182	67,253	58,671
Other Retail Stores	15,440	14,266	13,493	13,176	14,190	14,248	8,798	14,259	44,196	46,620
All Other Outlets	301,534	303,365	284,013	318,720	295,983	267,808	339,064	328,832	339,979	369,002
Total	$ 401,258	$ 400,108	$ 378,196	$ 422,757	$ 404,289	$ 382,714	$ 426,936	$ 449,328	$ 517,803	$ 531,311

* 2024 data not available.

Source: State of California Board of Equalization and the HdL Companies

Note: Due to confidentiality requirements, the names of the ten largest revenue payers are not disclosed.
The categories presented are intended to provide alternative information regarding the sources of the City's revenue.
HdL Companies reports run on an adjusted basis which means that they incorporate needed adjustments each year. Totals can also change as business types are more in line to their actual business activity.

Table 14
City of Irwindale
Top 25 Sales Tax Producers
Current Year and Nine Years Ago
June 30, 2024

2024		2015	
Business Name	**Business Category**	**Business Name**	**Business Category**
3M Oral Care	Medical/Biotech	3M Oral Care	Medical/Biotech
Arco	Service Stations	ACH Supply	Plumbing/Electrical Supplies
Arco AM PM	Service Stations	Airgas	Drugs/Chemicals
Arco AM PM	Service Stations	Arco	Service Stations
Assa Abloy Residential Group	Heavy Industrial	Arco AM PM	Service Stations
Chem Arrow	Drugs/Chemicals	Arco AM PM	Service Stations
Crowley Company	Heavy Industrial	Bartley Optical Sales	Medical/Biotech
Decore Ative Specialties	Contractors	Chaparral Concrete Company	Contractors
Food Makers Bakery Equipment	Food Service Equip./Supplies	Chem Arrow	Drugs/Chemicals
G & I Islas Industries	Heavy Industrial	Davis Wire	Heavy Industrial
Geary Pacific Supply	Contactors	Decore Ative Specialties	Contractors
Gem Buildings	Contactors	Food Makers Bakery Equipment	Food Service Equip./Supplies
Home Depot USA	Fulfillment Centers	Hanson Aggregates West	Contractors
Johnstone Supply	Light Industrial/Printers	Holliday Rock Co	Contractors
McDonald's	Quick-Service Restaurants	Jacmar Food Service	Food Service Equip./Supplies
McDonald's	Quick-Service Restaurants	Krones	Food Service Equip./Supplies
Patton Sales	Office Supplies/ Furniture	Miller Brewing Company	Food Service Equip./Supplies
Rivergrade Shell Station	Service Stations	National Ready Mixed Concrete	Contractors
Scholastic Book Fairs	Stationery/Book Stores	Rivergrade Shell Station	Service Stations
Sigler Wholesale Distributors	Contractors	Sigler Wholesale Distributors	Contractors
Spragues Rock & Sand	Contractors	Spragues Rock & Sand	Contractors
United Rock Products/Sully Miller	Contractors	United Rock Products/Sully Miller	Contractors
Vulcan Materials	Contractors	Vulcan Materials	Contractors
Walter's Wholesale Electric	Plumbing/Electrical Supplies	W W Grainger	Electrical Equipment
Western Emulsions	Contractors	Western Emulsions	Contractors
Percent of Fiscal Year Total Paid by Top 25 Accounts	73.00%		65.59%

Source: HdL Coren & Cone Reports

Firms Listed Alphabetically (April through March data for each year)

Table 15
City of Irwindale
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year	Lease Revenue Bonds (1)	Capital Leases	Subscription Liability	Total Debt Primary Government	Total Debt As A Percentage on Taxable Assessed Value	Per Capita Personal Income	Ratio of Outstanding Debt
2015	3,070,126	-	-	3,070,126	0.14%	18,934	NM
2016	2,598,680	-	-	2,598,680	0.12%	19,594	NM
2017	2,117,234	-	-	2,117,234	0.09%	18,219	NM
2018	1,620,788	-	-	1,620,788	0.07%	18,110	NM
2019	1,109,342	-	-	1,109,342	0.04%	18,389	NM
2020	572,896	-	-	572,896	0.02%	25,002	NM
2021	-	-	-	-	0.00%	27,356	NM
2022	-	34,610	-	34,610	0.00%	29,710	NM
2023	-	16,622	71,735	88,357	0.00%	34,446	NM
2024	-	-	131,506	131,506	0.00%	38,315	NM

Source: City of Irwindale Note 6 to Financial Statements and Statistical Table 19

NM: Not Meaningful - As reflected in Table 19, the city's population is extraordinarily small; the majority of the City consists of Commercial and Industrial businesses. Therefore the Ratio of Outstanding Debt produces a result which is not meaningful or of value for analysis.

(1) Amounts presented included related premiums, discounts, and adjustments.

(2) On July 2, 2013, the City refinanced it's 2001 Certificate of Participation Bonds. As of fiscal year ended June 30, 2014, the City's outstanding debt consists of the 2013 Lease Revenue Bonds.

Table 16
City of Irwindale
Bonded Debt Pledged Revenue Coverage
Successor Agency Tax Allocation Bonds
Last Ten Fiscal Years

Fiscal Year	Tax Increment/ Allocation	Debt Service Principal and Interest	Coverage
2015	6,400,062	8,059,710	0.79
2016	8,036,419	7,995,186	1.01
2017	6,313,666	7,987,661	0.79
2018	5,286,629	7,982,087	0.66
2019	8,349,620	7,984,142	1.05
2020	8,329,604	7,981,230	1.04
2021	8,076,758	7,973,052	1.01
2022	-	7,966,300	-
2023	3,335,812	7,958,810	0.42
2024	6,877,013	7,954,933	0.86

Source: City of Irwindale

Note: Details regarding the Successor Agency's outstanding debt can be found in Note 12c to the Financial Statements.

(1) Per State Assembly Bill AB 1X26, redevelopment agencies in California were dissolved as of February 1, 2012. After this dissolution date, taxes were no longer allocated to redevelopment agencies as Tax Increment. Fiscal Year 2012 lists Tax Increment received for only part of the year.

(2) As of February 1, 2012, the City serves as the Successor Agency to the former redevelopment agency, and funds for payment of debt obligations are allocated through a Recognized Obligation Payment Schedule (ROPS) process. The State must approve the ROPS prior to the County distributing property tax allocations.

Fiscal Year 2012-13 and all fiscal years afterward reflect Redevelopment Property Tax Trust Fund (RPTTF) revenue allocated to the Successor Agency through the ROPS process for payment of its debt obligations. RPTTF allocations are approved by the State and distributed by the County.

Table 17
City of Irwindale
Direct and Overlapping Debt
As of June 30, 2024

	Percentage Applicable to City of Irwindale (1)	Amount Applicable to City of Irwindale
2023-24 Assessed Valuation (after deducting Incremental Value)		$ 198,286,652
Direct Debt:		
Subscription Liability	100%	131,506
		$ 131,506
Overlapping Debt:		
Metropolitan Water District	0.094%	$ 17,117
Citrus Community College District	5.477%	6,346,764
Mt San Antonio Community College District	1.175%	10,195,786
Rio Hondo Community College District	0.341%	561,863
Azusa Unified School District	15.438%	19,804,142
Baldwin Park Unified School District	9.571%	11,589,315
Covina Valley Unified School District	5.813%	10,284,266
Duarte Unified School District	11.189%	12,437,361
Other School Districts	Various	4,943,288
Total Overlapping Debt		$ 76,179,902
Total Direct and Overlapping Tax and Assessment Debt:		$ 76,311,408

Ratio to Assessed Valuation:	
Direct Debt %	0.07%
Overlapping Debt %	38.42%
Total Gross Debt %	38.49%

(1) Percentage of overlapping agency's assessed valuation located within boundaries of the city.
(2) Amount presented includes related premiums, discounts, and adjustments.

Source: Hdl Coren & Cone Reports

Table 18
City of Irwindale
Legal Debt Margin Information
Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Assessed valuation	$ 2,185,652,005	$ 2,233,471,022	$ 2,276,471,056	$ 2,432,006,265	$ 2,567,413,272	$ 2,688,094,932	$ 2,800,130,588	$ 2,764,377,645	$ 3,305,338,205	$ 3,635,312,706
Conversion percentage	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Adjusted assessed valuation	546,413,001	558,367,756	569,117,764	608,001,566	641,853,318	672,023,733	700,032,647	691,094,411	826,334,551	908,828,177
Debt limit percentage	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Debt limit	81,961,950	83,755,163	85,367,665	91,200,235	96,277,998	100,803,560	105,004,897	103,664,162	123,950,183	136,324,226
Less debt applicable to the limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	$ 81,961,950	$ 83,755,163	$ 85,367,665	$ 91,200,235	$ 96,277,998	$ 100,803,560	$ 105,004,897	$ 103,664,162	$ 123,950,183	$ 136,324,226
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

The Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% of market value. Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The computations shown above reflect a conversion of assessed valuation data for each fiscal year from the current full valuation perspective to the 25% level that was in effect a the time that the legal debt margin was enacted by the State of California for local governments located within the State.

Source: City of Irwindale, Statistical Table 9 and Notes to Financial Statements.

Table 19
City of Irwindale
Demographic and Economic Statistics
Last Ten Fiscal Years

Fiscal Year	Population	Personal Income	Per Capita Personal Income	Unemployment Rate
2014	1,467	27,776	18,934	10.8%
2015	1,415	27,727	19,594	8.8%
2016	1,423	25,926	18,219	6.9%
2017	1,450	26,261	18,110	6.9%
2018	1,506	27,694	18,389	7.1%
2019	1,434	35,853	25,002	6.6%
2020	1,441	39,420	27,356	15.8%
2021	1,490	44,268	29,710	7.3%
2022	1,483	51,085	34,446	4.4%
2023	1,499	57,434	38,315	4.5%

* 2024 data not available.

Source: HdL Coren & Cone Reports

Table 20
City of Irwindale
Principal Employers
Current Year and Nine Years Ago

Employer	2024 Employees	2024 Rank	2024 Percentage of Total City Employment	2015 Employees	2015 Rank		2015 Percentage of Total City Employment
Southern California Edison	1,200	1	8.2%	2,528	1	*	10.1%
Ready-Pac Produce Inc.	1,192	2	8.1%	1,618	2	*	6.5%
Decore-Ative Specialties Inc.	1,116	3	7.6%	600	3		2.4%
City of Hope	1,109	4	7.6%				
Charter Communications	403	5	2.7%	343	9		1.4%
City of Hope Medical Foundation	375	6	2.6%				
Athens Services	362	7	2.5%	286	10		1.1%
Louis Vuitton U.S. Mfg Inc	322	8	2.2%				
IBY, LLC	300	9	2.0%				
Best Overnight Express, Inc.	243	10	1.7%				
Miller Coors				540	4		2.2%
Asplundh Tree Expert Co.				400	5		1.6%
Biosense Webster				390	6		1.6%
Mariposa Horticultural Enterprise				360	7		1.4%
R Ranch Market				344	8		1.4%
Total	6,622		45.2%	7,409			29.6%
Estimated City Employment	14,660			25,000			

Source: HdL Business License System, Survey conducted by City.

Total Estimated City Employment provided by Community Development Department.

* Includes contract employees

Table 21
City of Irwindale
Full-time and Part-time City Employees by Function
Last Ten Fiscal Years

Function	2015	2016	2016	2018	2019	2020	2021	2022	2023	2024
General government	14.00	14.00	14.00	17.50	18.50	19.00	19.00	22.00	24.50	24.50
Police	47.00	47.00	47.00	47.50	47.00	47.00	47.00	48.00	49.00	50.50
Community Dvlp & Code En	6.00	6.00	6.00	7.50	12.50	13.00	13.00	12.50	14.50	14.50
Public Works	19.00	19.00	19.00	22.50	26.50	27.00	30.00	35.00	35.00	35.00
Library	4.50	4.50	4.50	8.00	7.50	7.50	7.50	11.50	11.50	11.50
Recreation	20.50	20.50	20.50	22.50	27.00	27.00	23.50	24.00	16.00	16.00
Senior Center	5.00	5.00	5.00	5.00	6.00	6.00	6.00	6.00	6.00	6.00
Aquatics	-	-	-	-	-	-	-	9.00	12.50	14.00
Total	116.00	116.00	116.00	130.50	145.00	146.50	146.00	168.00	169.00	172.00

Source: City of Irwindale, Finance Department, budget document

Note: Reflects the number of positions authorized per the City's annual Compensation Resolution.

Table 22
City of Irwindale
Operating Indicators by Function
Last Ten Fiscal Years

Function/Program	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Police:										
Increase in traffic enforcement citations	1,259	1,170	5,570	4,739	2,987	699	575	1,107	1,052	1,073
DUI arrests	47	40	16	17	19	20	11	39	32	31
Unlicensed drivers arrested or cited	233	132	357	207	234	28	22	50	26	27
Vandalism Arrests	6	2	6	7	4	7	4	5	2	2
Stolen Vehicles	24	22	21	44	27	36	37	50	46	38
Robberies	7	5	2	4	6	2	4	5	6	5
Burglaries	34	70	45	43	47	85	59	74	60	73
Calls for service	20,412	23,901	21,353	20,064	19,082	12,737	14,694	18,404	20,535	17,800
Recreation:										
Number of facility rentals	365	555	298	315	477	158	0	128	264	1,051
Number of classes/programs	80	93	94	126	130	102	63	64	98	178
Number of special events	42	38	46	49	50	40	42	41	51	50
Number of field trips	43	45	49	52	52	45	0	36	46	36
Aquatics:										
Aquatic participants	9,253	12,227	14,075	14,186	10,200	8,070	413	4,605	13,261	15,385
Senior Center:										
Number of facility rentals	143	129	130	155	160	42	17	86	109	109
Number of classes/programs	85	699	1,793	2,300	2,300	284	540	813	144	191
Number of special events/activities	39	38	239	301	43	24	211	69	63	78
Number of field trips	26	24	28	34	34	8	4	11	12	12
Number of meals served-Nutrition program/breakfast	8,090	7,644	8,075	8,439	8,776	10,287	1,020	4,366	8,637	8,523
Library										
Adult & children programs	160	82	93	103	102	182	15	108	87	63
Adult & children storytimes	22	18	27	36	40	40	0	34	37	53
Library items added	2,590	2,146	2,460	2,493	1,808	1,444	1,155	1,398	1,476	1,454
Learning Center tutoring hours	308	308	320	320	320	180	0	306	351	333
Public Works										
Street resurfacing (miles)	0	0	5.13	1.8	1.05	1.19	0.988	1.024	1.024	0
Sidewalk repair/replacement (sq.ft.)	10,000	2,238	0	0	8,367	0	386	531	50	0
Encroachment Permits	105	96	139	114	142	184	162	129	109	97
Field Inspections	4/week	4/week	4/week	5 daily	5/week	5/week	4/week	4/week	5/week	4/week
Transportation Permits	354	370	452	503	495	379	302	314	382	329
Building & Safety										
Permits issued	327	361	431	430	524		442	394	350	396
Film Permits Issued	11	9	17	22	27	21	13	8	10	7
Business Licenses issued	1,108	1,302	1,416	1,456	1,639	1,464	1,438	1,691	1,653	1,034
Finance										
Account Payable checks issued	3,078	2,833	3,098	2,793	3,013	2,835	2,506	2,934	2,773	2,941
Payroll checks issued	3,370	3,330	3,415	3,578	3,725	4,038	3,965	4,440	4,349	4,543
Journal Entries	2,281	2,361	2,425	2,320	2,570	2,278	1,950	2,595	2,580	2,722
Purchase orders processed	197	159	205	225	259	267	225	210	198	198
Cash & Investments at year-end (in millions)	72.1	75.4	89.9	83.5	92.0	89.5	105.6	107.0	109.1	128.2
Administration										
Constituent requests for information processed	37	51	49	57	54	61	49	74	68	97
Agenda Reports Submitted to Council	285	319	233	226	118	220	224	366	258	234
City Council Meeting Agendas Compiled	24	24	23	26	26	24	23	28	31	29
Resolutions (City Council)	67	63	70	80	57	89	95	106	138	89
Resolutions (ICRA)	0	0	0	0	0	0	0	0	0	0
Resolutions (SA)	5	9	8	8	3	2	4	15	6	1
Resolutions (Housing Authority)	3	6	5	5	9	13	13	19	3	5
Resolutions (Reclamation Authority)	3	3	1	4	1	2	1	3	2	2
Ordinances	14	9	13	10	13	13	9	3	8	11
Contracts	44	98	111	109	170	63	115	143	192	99
Weekly Reports to City Council	45	42	45	48	49	12	9	50	49	49
Number of recruitment applications processed	191	79	178	254	1,225	312	756	779	748	827

Source: City of Irwindale, various City Departments

Table 23
City of Irwindale
Capital Asset Statistics by Function
Last Ten Fiscal Years

	2015	2016	2017	2017	2019	2020	2021	2022	2023	2024
Function										
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Substations	0	0	0	0	0	0	0	0	0	0
Patrol units	11	13	12	12	15	14	14	15	15	15
Motorcycles	2	3	1	1	1	1	1	2	2	2
Trailer	1	1	1	1	1	1	1	1	1	3
Undercover Vehicle	7	7	6	6	7	10	10	10	10	9
Command Vehicle	2	1	1	1	2	2	2	3	2	2
Public Works										
Streets/Highway (miles)	27.73	27.73	27.73	27.73	29.20	29.20	29.20	29.20	29.20	29.20
Streetlights	861	870	870	870	873	873	873	873	873	884
Traffic signals	42	43	43	43	43	43	42	44	44	48
Bridges	15	15	15	15	15	15	15	15	15	15
Culture and recreation										
Recreation										
Parks	3	3	3	3	3	3	3	3	3	3
Playground areas	4	4	4	4	4	4	4	4	4	4
Tennis courts	1	1	1	1	1	1	1	1	1	1
Softball & baseball diamonds	1	1	1	1	1	1	1	1	1	1
Basketball full courts	2	2	2	2	2	2	2	2	2	2
Basketball half courts	1	1	1	1	1	1	1	1	1	1
Skate Parks	1	1	1	1	1	1	1	1	1	1
Swimming pools	1	1	1	1	1	1	1	1	1	1
Recreation Centers	1	1	1	1	1	1	1	1	1	1
Senior Center										
Community Centers	1	1	1	1	1	1	1	1	1	1
Senior Centers	1	1	1	1	1	1	1	1	1	1
Missions	1	1	1	1	1	1	1	1	1	1
Library										
Library buildings	1	1	1	1	1	1	1	1	1	1

Source: City of Irwindale, various City Departments

February 26, 2025

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Irwindale, California (the "City") for the year ended June 30, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 26, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2024. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

> Management's estimates of the net pension liability and net other postemployment benefits liability are based on actuarial valuations. We evaluated the methods, assumptions, and data used to develop the actuarial valuation estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 26, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, the budgetary comparison schedules for the general fund and major special revenue funds, and the required pension and other postemployment benefits schedules, which are required supplementary information ("RSI") that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding 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 did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual fund statements and schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections of the Annual Comprehensive Financial Report, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Future GASB Pronouncements

The following Government Accounting Standards Board (GASB) pronouncements will be effective for the following fiscal years' audits and should be reviewed for proper implementation by management:

Fiscal Year 2024-2025

GASB Statement No. 101, *Compensated Absences.*

GASB Statement No. 102, *Certain Risk Disclosures.*

Fiscal Year 2025-2026

GASB Statement No. 103, *Financial Reporting Model Improvements.*

GASB Statement No. 104, *Disclosure of Certain Capital Assets.*

Future Projects

Comprehensive Project, *Revenue and Expense Recognition.*

Major Project, *Going Concern Uncertainties and Severe Financial Stress.*

Major Project, *Infrastructure Assets.*

Practice Issue, *Classification of Nonfinancial Assets.*

Practice Issue, *Risks and Uncertainties Disclosures.*

Practice Issue, *Subsequent Events.*

Restriction on Use

This information is intended solely for the information and use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

LSL, LLP

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information 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 City's basic financial statements, and have issued our report thereon dated February 26, 2025.

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 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 and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and responses as item 2024-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, 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*.

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

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.

LSL, LLP

Irvine, California
February 26, 2025

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

SCHEDULE OF FINDINGS AND RESPONSES

Reference Number
2024-001 – Failure to Maintain Internal Controls and Accuracy of Financial Reporting Due to Insufficient Financial Systems

Evaluation of Finding
Material Weakness

Condition
During the audit, the City identified the following condition relating to the financial accounting system of capital assets that resulted in significant audit adjustments to the financial statements.

Reconciling Differences between Underlying Capital Asset Records and Previously Issued Financial Statements
The City currently utilizes a manual Excel spreadsheet for the maintenance, monitoring, and accounting for all capital asset types and annual depreciation. By not implementing an accounting system that is integrated with the City's trial balance and general ledger, there is a significant risk of manipulation and unforeseen errors in the capital asset accounting and information. It was further noted that previously issued financial statements were reconciled to inaccurate City capital asset records as a result of the current accounting system.

Criteria
An important element of control over financial reporting is for management to ensure that sufficient systems and processes are in place to alleviate inaccuracies of ongoing maintenance and recording of annual capital asset activity.

Cause of Condition
The City's current capital asset accounting system is manual in nature and susceptible to manipulation and unforeseen errors.

Effect or Potential Effect of Condition
Adjustments were made to accurately reflect beginning capital asset figures, that if not corrected, would materially misstate the City's financial statements.

Recommendation
Efforts should be made to integrate the capital asset records with the City's general ledger and operational accounting software.

Management Response
We agree with the finding. Management will evaluate potential solutions to implement an integrated system between the City's general ledger and capital asset accounting system with the goal of having the issue remedied by June 30, 2025.

INDEPENDENT ACCOUNTANTS' REPORT ON AGREED-UPON
PROCEDURES APPLIED TO APPROPRIATIONS LIMIT WORKSHEETS

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

We have performed the procedures enumerated below on the accompanying Appropriations Limit Worksheet No. 6 (or other alternative computation) of the City of Irwindale, California, for the year ended June 30, 2024. These procedures are the responsibility of the City, which were agreed to by the City of Irwindale and the League of California Cities (as presented in the publication entitled Agreed-Upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution), were performed solely to assist the City of Irwindale in meeting the requirements of Section 1.5 of Article XIII-B of the California Constitution. The City of Irwindale's management is responsible for the Appropriations Limit Worksheet No. 6 (or other alternative computation).

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of recomputing the Appropriations Limit Worksheet No. 6 (or other alternative computation). This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures performed and our findings were as follows:

1. We obtained the completed Worksheets No. 1 through No. 7 (or other alternative computations) and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.

   Finding: No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit Worksheet No. 6, we multiplied line A, last year's limit, by line D, ratio of change and compared the resulting amount to line E, this year's limit.

   Finding: No exceptions were noted as a result of our procedures.

3. We compared the current year information presented in the accompanying Appropriations Limit Worksheet No. 6 to the other worksheets described in No. 1 above.

   Finding: No exceptions were noted as a result of our procedures.

4. We compared the prior year appropriations limit presented in the accompanying Appropriations Limit Worksheet No. 6 to the prior year appropriations limit adopted by the City Council for the prior year.

   Finding: No exceptions were noted as a result of our procedures.

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accompanying Appropriations Limit Worksheet No. 6 (or other alternative computation). Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information of the City Council and management of the City of Irwindale and is not intended to be, and should not be, used by anyone other than these specified parties.

Lance, Soll & Lunghard, LLP

Brea, California
November 8, 2024

CITY OF IRWINDALE
2023-2024
APPROPRIATIONS LIMIT CALCULATION

A.	2022-2023 APPROPRIATIONS LIMIT:	$13,110,944,054	
B.	2023-2024 CHANGE IN PER CAPITA PERSONAL INCOME:		4.44%
C.	2023-2024 CHANGE IN POPULATION:		-0.75%
D.	RATIO OF CHANGE (1.0444 x 0.9925)	x 1.03656700	
E.	2023-2024 APPROPRIATIONS LIMIT: ($13,110,944,054 x 1.03656700)	$13,590,371,945	

City of IRWINDALE
AGENDA REPORT

Date: March 12, 2025

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

From: Julian A. Miranda, City Manager / Executive Director

Issue: Mid-Year Financial Review and Adjustments to the FY 2024-2025 Budget

City Manager's Recommendation:

That the City Council and Reclamation Authority Board **adopt Resolutions No. 2025-26-3614** and **RA 2025-04-043**, respectively, entitled: "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE IRWINDALE RECLAMATION AUTHORITY BOARD APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2024-2025".

Administrative Action:

Submitted / Prepared / Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager / Executive Director

Background and Analysis:

In June 2024, the City Council and Reclamation Authority Board formally adopted their respective FY 2024–2025 Budgets. Typically, there are additional appropriations approved by the Council/Board(s) for unanticipated items during the fiscal year. The Finance Department has conducted an analysis of the current fiscal years' revenues and expenditures, and evaluated the year-to-date numbers against the approved budget to determine how this year's financial activities are tracking.

As is consistent with prior years, the financial analysis has resulted in the need for certain budget adjustments recommended by the City's General Fund, Mining Impact Fund, AB 939 Fund, and

Irwindale Reclamation Authority Fund.

Revenues

The City's adopted General Fund Revenues Budget includes $25,853,931 in operating revenues, and $2,518,405 in capital/one-time revenues, for a total of $28,372,336 at the start of the fiscal year. During the mid-year financial review, all revenues were analyzed for any changes in trends from what was originally budgeted.

The following table lists the City Manager's approved and proposed operating revenue budget adjustments for the City Council's consideration.

Revenue Budget Adjustment		General Fund	Comments
Use of Money & Property	Interest	$130,000	To adjust for higher interest rates earned on investments
Revenue Budget Increase		**$130,000**	

The City's General Fund Revenue Budget also included $2,518,405 in capital/one-time revenues related to building permits and plan checks for several developments currently progressing in the City. The financial analysis conducted confirmed that some of the development projects originally estimated, especially in the building permit revenue category, may not be on track to be realized in FY 2024-2025. To better assess the situation, the Director of Engineering/Building Officials plans to meet with the developers to better understand their projects, assess their timelines, and reevaluate the fees and the timing at which the City should anticipate their collection. With that, no changes to initial estimates are being proposed to these capital/one-time revenues, and if later adjustments are needed, they would be reflected in the City Manager's proposed fiscal year 2025-2026 operating and capital improvement budget.

Expenditures

The City's adopted General Fund Expenditure Budget includes $27,480,746 in operating expenditures, and $800,000 in transfers to the Capital Projects Fund for capital project expenditures for FY 2024-2025.

City Departments conducted an in-depth analysis of all their year-to-date expenditures, and calculated projections through the end of the fiscal year to identify any expenditures that were tracking higher or lower than originally budgeted.

The following table lists the City Manager's approved and proposed operating expenditure budget requests for the City Council's consideration.

Expenditure Budget Requests		General Fund	Comments
Public Services	Contractual Services	$76,100	Update the ADA Transition Plan
Expenditure Budget Increase		**$76,100**	

Reclassification

Additional analysis was also performed on the City's legal fees to ensure adequate funding is available to conduct necessary legal services for the City.

The following table lists the City Manager's approved and proposed reclassification of the budget for the City Council's consideration.

Reclassification	of Budget Request	General Fund	Mining Impact Fund	Irwindale Reclamation Authority	AB 939	Comments
Legal Services:						
	Legal Services		($90,000)			Decrease amount needed
	Outside Legal Counsel		($10,000)			Decrease amount needed
	Legal Services			($20,000)		Decrease amount needed
	Legal Services				($10,000)	Decrease amount needed
	Legal Services-General AW	$130,000				Increase the amount needed
Budget Increase	**/ (Decrease)**	**$130,000**	**($100,000)**	**($20,000)**	**($10,000)**	

Fiscal Impact:

Approval of Joint Resolution No. 2025-26-3614 / RA 2025-04-043, and thereby approving the budget adjustments as presented, will allow City Staff to make the necessary expenditure adjustments along with reclassification to the FY 2024-2025 Adopted Budget for all funds listed in this report.

The table below summarizes the updated FY 2024-2025 Budget for all the Funds as updated with the Mid-Year Budget Adjustments. This summary shows that the General Fund is anticipated to end the year with a surplus of $15,490, which is $76,100 less than the original $91,590 surplus amount shown at the time of budget adoption.

Fund No	Fund		FY 2024-25 Revenues	FY 2024-25 Expenditures	Surplus (Deficit) FY 2024-25
General Fund					
01	General Fund	On-Going Budget	$ 25,853,931	$ (27,480,746)	$ (1,626,815)
		Capital/One-Time Items	$ 2,518,405	$ -	$ 2,518,405
		Capital Projects Transfers	$ -	$ (800,000)	$ (800,000)
		TOTAL GENERAL FUND - ADOPTED	$ 28,372,336	$ (28,280,746)	$ 91,590
		Mid-Year Budget Adjutments / Requests	$ 130,000	$ (206,100)	$ (76,100)
		TOTAL GENERAL FUND ADOPTED	$ 28,502,336	$ (28,486,846)	**$ 15,490**

Attachments:

1. Resolution for the FY 2024-2025 Mid Year Budget Adjustments
2. Exhibit A

RESOLUTION NO. 2025-26-3614
RESOLUTION NO. RA 2025-04-043

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE IRWINDALE RECLAMATION AUTHORITY BOARD APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2024-2025

WHEREAS, the City Council of the City of Irwindale adopted its FY 2024-2025 Budget on June 26, 2024 pursuant to Ordinance No. 779; and

WHEREAS, the Irwindale Reclamation Authority Board adopted its FY 2024-2025 Budget on June 12, 2024 pursuant to Resolution No. RA 2024-02-041; and

WHEREAS, the City Council of the City of Irwindale and the Board of the Irwindale Reclamation Authority have completed the review of the revenues and expenditures at the midterm of the fiscal year and desire to approve the recommended budget adjustments as itemized on Exhibit A attached hereto ("Proposed Budget Adjustments").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. The Proposed Budget Adjustments, attached hereto as Exhibit "A" for the City of Irwindale and the Irwindale Reclamation Authority are appropriate and hereby approved.

SECTION 3. The Deputy City Clerk shall certify to the adoption of this Resolution, which shall in turn, have immediate effect.

.**PASSED, APPROVED AND ADOPTED** this 12th day of March 2025.

_____
Larry G. Burrola, Mayor/Chair

ATTEST:

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

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale/Chief Authority Assistant Secretary of the Irwindale Reclamation Authority, do hereby certify that the foregoing Joint Resolution No. 2025-26-3614 / RA 2025-04-043 was duly and regularly passed and adopted by the City Council of the City of Irwindale and Irwindale Reclamation Authority Board at the regular meeting held on the 12th day of March 2025, by the following vote:

AYES: Councilmembers / Authority Members:

NOES: Councilmembers / Authority Members:

ABSENT: Councilmembers / Authority Members:

ABSTAIN: Councilmembers / Authority Members:

_____
Laura Nieto, MMC
Chief Deputy City Clerk
Chief Authority Assistant Secretary

Exhibit A

City of Irwindale
FY 2024-2025
Budget Summary

Fund No	Fund		FY 2024-25 Revenues	FY 2024-25 Expenditures	Surplus (Deficit) FY 2024-25
General Fund					
01	General Fund	On-Going Budget	$ 25,853,931	$ (27,480,746)	$ (1,626,815)
		Capital/One-Time Items	$ 2,518,405	$ -	$ 2,518,405
		Capital Projects Transfers	$ -	$ (800,000)	$ (800,000)
		Mid-Year Budget Adjustments / Requests	$ 130,000	$ (206,100)	$ (76,100)
		TOTAL GENERAL FUND	$ 28,502,336	$ (28,486,846)	$ 15,490
Housing Authority Funds					
11	Irwindale Housing Authority		$ 400	$ (7,330)	$ (6,930)
12	Low & Moderate Income Housing Asset Fund		$ 25,000	$ (543,330)	$ (518,330)
		TOTAL HOUSING AUTHORITY FUNDS	$ 25,400	$ (550,660)	$ (525,260)
Mining Impact Fund					
13	Mining Impact Fund	On-Going Budget	$ 4,275,000	$ (5,801,453)	$ (1,526,453)
		Capital/One-Time Items	$ -	$ (180,594)	$ (180,594)
		Capital Project Transfers	$ -	$ (472,771)	$ (472,771)
		TOTAL MINING IMPACT FUND	$ 4,275,000	$ (6,454,818)	$ (2,179,818)
Reclamation Authority Funds					
14	Reclamation		$ 68,970	$ (28,970)	$ 40,000
19	Olive Pit Royalty		$ 2,022,320	$ (2,000,000)	$ 22,320
		TOTAL RECLAMATION AUTHORITY FUNDS	$ 2,091,290	$ (2,028,970)	$ 62,320
Special Revenue & Grant(s) Funds					
15	AB939 Recycling		$ 363,480	$ (357,260)	$ 6,220
21	State Gas Tax		$ 84,842	$ (84,842)	$ -
22	Air Quality Management District		$ 750	$ (750)	$ -
25	Proposition A		$ 41,762	$ (41,762)	$ -
26	Proposition C		$ 34,599	$ (34,599)	$ -
27	Measure R		$ 25,949	$ (25,949)	$ -
28	TDA Article 3		$ 5,000	$ (5,000)	$ -
29	Measure M		$ 29,409	$ (29,409)	$ -
30	Measure W		$ 400,000	$ (400,000)	$ -
32	Community Development Block Grant		$ 8,243	$ (8,243)	$ -
		TOTAL SPECIAL REVENUE & GRANT(S) FUNDS	$ 994,034	$ (987,814)	$ 6,220
Assessment Districts Funds					
44	IBC Street Lighting & Maintenance District		$ 16,420	$ (16,420)	$ -
45	IBC Sewer Maintenance District		$ 123,080	$ (48,080)	$ 75,000
		TOTAL ASSESSMENT DISTRICTS FUNDS	$ 139,500	$ (64,500)	$ 75,000
Capital Projects Funds					
47	Development Impact Fees		$ 1,055,607	$ -	$ 1,055,607
48	Capital Improvement Projects		$ 1,598,000	$ (1,573,000)	$ 25,000
		TOTAL CAPITAL PROJECTS FUNDS	$ 2,653,607	$ (1,573,000)	$ 1,080,607
TOTAL BUDGET - ALL FUNDS:			**$ 38,681,167**	**$ (40,146,608)**	**$ (1,465,440)**

Item #21.C.

City of
IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request for Speed Humps Installation on Hidalgo Street and Martinez Street Update

City Manager's Recommendation:

(1) Receive and file this update; (2) Discuss and approve Option 2 regarding the construction of the speed humps on Hidalgo Street.

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 October 9, 2024, the Public Works Engineering Department received direction from the City Council

to conduct a survey and traffic study for the potential installation of speed humps on Hidalgo Street and Martinez Street. A survey was mailed to residents of both streets to gather their opinions on the proposed installations. A total of 41 residences were surveyed, and the following is a summary of the results:

Martinez St	
In support of speed humps	1
In opposition to speed humps	2
No response	13

Hidalgo St	
In support of speed humps	18
In opposition to speed humps	1
No response	6

Based on the survey results and traffic study, speed humps may be installed on Hidalgo Street as a traffic-calming measure to reduce excessive traffic speed and volume. However, speed humps will not be installed on Martinez Street due to insufficient resident support. Per the City's policy, at least 75% of residents on a given street must be in favor of the installation for the project to proceed.

Below are the two (2) options for the City Council to consider for the installation of speed humps on Hidalgo Street:

1. Prepare the bid package for the construction of the speed humps on Hidalgo Street as a new CIP project.

2. Including the construction of the speed humps on Hidalgo Street as part of the FY 2024-25 Pavement Rehabilitation Project.

Option 1: Construct the Speed Humps on Hidalgo Street as a new CIP Project

Public Works Engineering staff will prepare the design plans and specifications of the speed humps on Hidalgo Street as a new CIP project. This will include preparing the necessary bid package to advertise and solicit bids per Section 3.44.110 of the City's Municipal Code and applicable sections of the California Public Works Contract Code.

The project's scope of work includes the installation of speed humps, pavement striping, and signage. Since this project was not initially anticipated or budgeted in the current fiscal year, additional resources and budget allocation will be required to cover advertisement and bid solicitation costs, as well as construction expenses. Staff will request budget allocation when awarding the construction contract.

Option 2: Include the speed humps as part of the FY 2024-25 Pavement Rehab Project

Public Works Engineering staff will incorporate the design plans and specifications for the speed humps on Hidalgo Street into the FY 2024-25 Pavement Rehabilitation Project. This approach will optimize resource allocation and cost-effectiveness by streamlining the bidding and construction process.

By including the speed humps within the larger pavement rehabilitation project, the City will eliminate the need for separate advertisement and bid solicitation costs while benefiting from economies of scale. This integration is expected to result in significant cost savings and improved project efficiency. Based on current estimates, staff anticipate that the existing FY 2024-25 Pavement Rehabilitation Project budget will be sufficient to cover the cost of the speed humps, and no additional budget allocation is required at this time.

In conclusion, staff are recommending and seeking City Council approval for the selection of Option 2, which includes the construction of speed humps on Hidalgo Street as part of the FY 2024-25 Pavement Rehabilitation Project.

Upon City Council approval, the construction of the speed humps on Hidalgo Street is anticipated to take place in the summer of this year.

Fiscal Impact:

No funding is required at this time. If funding is required, staff will seek City Council's approval when awarding the construction contract.

Attachments:

None

IRWINDALE CITY COUNCIL CHAMBERS **JANUARY 22, 2025**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **9:50 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 Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia, Mayor Larry G. Burrola

Absent: Mayor Pro Tem H. Manuel Ortiz

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Ambriz, seconded by Councilmember Breceda, to approve the Consent Calendar. The motion was unanimously approved, Mayor Pro Tem H. Manuel Ortiz absent.

ITEM NO. 27A
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 27B
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING DECEMBER 31, 2024

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING DECEMBER 31, 2024

The Investment Quarterly Report for fiscal quarter ending December 31, 2024, was received and filed.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 9:51 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

City of IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, Executive Director

Issue: **Resolution No. HA 2025-02-146**, entitled "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2025, FIREWORKS DISPLAY SPECTACULAR EVENT".

Executive Director's Recommendation:

Adopt Resolution No. HA 2025-02-146, entitled "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2025, FIREWORKS DISPLAY SPECTACULAR EVENT" by title only, with further reading waved.

Administrative Action:

Submitted/Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, General Counsel

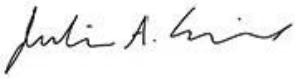


Kambiz Borhani, Finance Director / Treasurer



Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

For more than 20 years, the City of Irwindale has had its annual 4th of July Fireworks Display Show in different sections of the former Manning Pit site with the last few years on Assessor's Parcel Number 8417-34-912, known as the Housing Authority owned 10-acre site on Allen Drive (10-Acre Site). The continuation of this show on the 10-acre property requires approval from the Housing Authority Board to use the site.

It is in the best interest of the community to allow for the use of the 10- Acre Site because the City of Irwindale's 4th of July events allow residents and community members the opportunity to safely celebrate 4th of July in the City Parks with their families and friends while ending the night with a Fireworks Display Spectacular. The 4th of July Spectacular Fireworks Show has been a part of the City of Irwindale's annual celebration for more than two decades.

It is therefore recommended that the Board of Directors **adopt Resolution No. HA 2025-02-146**, entitled, "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2025 FIREWORKS DISPLAY SPECTACULAR EVENT."

Fiscal Impact:

None.

Attachments:

1. Housing Authority Approval of Property Use for Fireworks Show - RESOLUTION

RESOLUTION NO. HA 2025-02-146

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2025 FIREWORKS DISPLAY SPECTACULAR EVENT

WHEREAS, the Irwindale Housing Authority ("Authority") is the fee owner of a 10-acre parcel of property located on Allen Drive, Assessor's Parcel Number 8417-34-912, commonly referred to as the 10-Acre Site; and

WHEREAS, the City of Irwindale has for the last few years held its annual 4th of July Fireworks Display Show on the 10-Acre Site; and

WHEREAS, it is in the best interest of the community to allow for the use of the 10-Acre Site because the City of Irwindale's 4th of July events provides residents and community members the opportunity to safely celebrate 4th of July in the City Parks with their families and friends while ending the night with a Fireworks Display Spectacular. The 4th of July Spectacular Fireworks Show has been a part of the City of Irwindale's annual celebration for more than two decades; and

WHEREAS, the Board of Directors of the Irwindale Housing Authority desires to authorize and approve the use of the 10-Acre Site for the City of Irwindale's July 4, 2025 Fireworks Display Spectacular Event.

NOW, THEREFORE, the Board of Directors of the Irwindale Housing Authority does hereby resolve, determine, and order as follows:

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

SECTION 2. The Board of Directors of the Irwindale Housing Authority hereby approves and authorizes the City of Irwindale to use the 10-Acre Site, Assessor's Parcel No. 8417-34-912, for the City's July 4, 2025 Fireworks Display Spectacular Event. Such authorization shall include all required procurement of services and necessary use of the 10-Acre Site for the July 4, 2025 event, including taking all actions reasonably necessary to carry out the intent and purpose of this Resolution.

SECTION 3. The Chief Authority Assistant Secretary shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 12th day of March 2025.

_____
Larry G. Burrola, Authority Chair

ATTEST

_____
Laura M. Nieto, MMC
Chief Authority Assistant Secretary

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

I, Laura M. Nieto, Chief Authority Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. HA 2025-02-146 was adopted at a regular meeting of the Irwindale Housing Authority held on March 12, 2025, by the following vote:

AYES: Authority Member:

NOES: Authority Member:

ABSENT: Authority Member:

ABSTAIN: Authority Member:

_____
Laura M. Nieto, MMC
Chief Authority Assistant Secretary
Irwindale Housing Authority

IRWINDALE CITY COUNCIL CHAMBERS **DECEMBER 11, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:27 P.M.**

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

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

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Theresa Olivares, Assistant Executive Director; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Board Member Ambriz, seconded by Vice Chair Ortiz, to approve the Consent Calendar, except for Item No. 44B, which was removed for separate consideration. The motion was unanimously approved.

ITEM NO. 44A
MINUTES OF THE REGULAR MEETING HELD SEPTEMBER 11, 2024

MINUTES OF THE REGULAR MEETING HELD SEPTEMBER 11, 2024

The minutes of the regular meeting held September 11, 2024, were approved.

ITEM NO. 44C
INVESTMENT QUARTERLY REPORT FOR FISCASL QUARTER ENDING SEPTEMBER 30, 2024

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING SEPTEMBER 30, 2024

The Investment Quarterly Report for the fiscal quarter ending September 30, 2024, was received and filed.

END OF CONSENT CALENDAR

ITEM NO. 44B
2024 FOURTH QUARTER MINING REPORT OF NINE (9) SMARA PITS

2024 FOURTH QUARTER MINING REPORT OF NINE (9) SMARA PITS

VICE CHAIR ORTIZ — Vice Chair Ortiz noted that there has been no progress for months in the development of a traffic signal at Azusa Canyon Road and Los Angeles Street and requested an update in writing. He stated that a

time limit should be set up for United Rock to comply with the development of the signal as soon as possible, to which Director Chan noted that easements from two separate owners are required before the signal could be developed, which has proven to be difficult. He advised that, once the two easements are obtained, United Rock can proceed with the installation. He added that staff has met with united Rock on a monthly basis on the matter.

VICE CHAIR ORTIZ — Vice Chair Ortiz asked whether anything could be done to expedite the matter, to which General Counsel Guerra stated that they could reach out to speed things along.

MOTION — A motion was made by Vice Chair Ortiz, seconded by Board Member Ambriz, to add this item to a future agenda and direct staff to reach out to see if the process to secure the two easements could be expedited. The motion was unanimously approved.

SPONTANEOUS COMMUNICATIONS — There were no speakers.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 8:37 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

Item #39.B.

City of
IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Chair and Members of the Reclamation Authority Board

From: Julian A. Miranda, Executive Director

Issue: Investment Quarterly Report for Fiscal Quarter Ending December 31, 2024

Executive Director's Recommendation:

Receive and file the Investment Quarterly Report for the fiscal quarter ending December 31, 2024.

Administrative Action:

Submitted / Prepared by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager / 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 December 31, 2024, was presented to the City Council, Housing Authority, and Successor Agency Board on January 22, 2025. 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 December 31, 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 Fiscal Quarter Ending December 31, 2024

CITY OF IRWINDALE
INVESTMENT REPORT
December 31, 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	$ 5,512,531	2.01%			$ 5,512,531	
WF MONEY MARKET ACCOUNT	$ 2,324,615	4.48%			$ 2,324,615	
LOCAL AGENCY INVESTMENT FUND (LAIF)	$ 20,813,560				20,805,692	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	$ 5,000,000	0.52%	07/28/21	01/28/25	$ 4,986,012	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,908,628	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,854,340	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,762,110	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,760,105	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,735,609	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,758,771	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	3.28%	08/29/22	02/22/27	949,910	Aaa / AA+
FEDERAL FARM CREDIT Bank (FFCB)	1,000,000	4.94%	11/28/23	07/28/25	1,003,095	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	4.91%	12/18/23	12/12/28	998,491	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,000,000	4.21%	10/24/24	10/22/29	1,967,020	Aaa / AA+
Sub-Total US Government Agencies:	$ 38,000,000				$ 36,684,089	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	1,000,000	4.30%	01/09/23	10/01/26	1,021,977	Aa2 / AA-
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA	1,000,000	4.22%	02/09/23	08/01/26	969,610	Aa1 / AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.00%	04/26/23	04/01/28	970,615	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	3.90%	05/17/23	05/15/27	931,466	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.48%	07/13/23	04/01/28	970,615	Aa2 / AA-
CITY OF LOS ANGELES	2,190,000	4.85%	09/28/23	09/01/28	1,990,292	Aa2 / AA
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY	1,600,000	4.69%	12/01/23	06/01/28	1,498,378	Aa3 / AA-
CALIFORNIA STATE UNIVERSITY	2,000,000	4.45%	12/08/23	11/01/28	1,784,270	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,320,000	4.79%	01/11/24	06/01/27	1,295,142	A / A2
WEST CONTRA COSTA CALIFORNIA SCHOOL DISTRICT	1,000,000	4.10%	01/18/24	08/01/27	928,998	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,000,000	4.78%	01/11/24	06/01/28	974,211	A / A2
ALAMEDA COUNTY CALIFORNIA TAXABLE BONDS	1,000,000	4.05%	01/18/24	08/01/28	970,554	Aaa / AAA
SAN JOSE REDEVELOPMENT AGENCY TAXABLE	1,390,000	4.36%	02/12/24	08/01/28	1,316,112	AA/AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.74%	04/19/24	02/01/28	921,142	Aa2 / AA-
CALIFORNIA STATE TAXABLE	1,000,000	4.73%	04/19/24	04/01/29	941,792	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	4.40%	07/01/24	07/01/29	948,281	Aa2 / AA
CITY OF LOS ANGELES	2,000,000	4.50%	07/09/24	09/01/27	2,075,533	Aa2 / AAA
CALIFORNIA STATE TAXABLE	1,000,000	3.70%	09/03/24	09/01/29	1,055,849	Aa2 / AAA
CALIFORNIA STATE TAXABLE	1,000,000	3.75%	09/03/24	09/01/29	1,023,761	Aa2 / AA-
SANTA MONICA-MALIBU, CA UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/27	919,769	Aa1 / AA+
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT	1,000,000	3.93%	10/10/24	08/01/28	912,899	Aa1 / AA
REDONDO BEACH UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/29	878,585	Aa2
BEVERLY HILLS PUBLIC FINANCING	1,000,000	4.01%	10/10/24	06/01/26	955,263	Aaa / AAA
Sub-Total Municipal Bonds:	$ 27,500,000				$ 26,255,115	
CORPORATE BONDS						
WELLS FARGO & COMPANY	$ 2,000,000	6.25%	10/21/22	10/21/27	$ 2,015,137	A1 / BBB+
TOYOTA MOTOR CREDIT CORPORATION	1,000,000	5.00%	11/10/22	10/16/25	971,320	A1 / A+
BANK OF AMERICA CORPORATION	2,000,000	5.08%	12/19/23	01/20/27	2,005,702	A1 / A-
APPLE, INC.	1,500,000	4.25%	02/02/24	02/08/26	1,441,257	Aaa / AA+
APPLE, INC.	1,500,000	4.10%	02/02/24	02/09/27	1,469,806	Aaa / AA+
MICROSOFT CORPORATION	1,000,000	4.30%	02/06/24	09/15/26	983,888	Aaa / AAA
INTEL CORPORATION	1,000,000	4.40%	02/06/24	05/11/27	959,158	A2 / A
WALMART, INC	1,000,000	4.25%	02/12/24	04/15/28	981,689	Aa2 / AA
3M COMPANY	1,000,000	4.80%	02/12/24	09/14/28	966,777	A1 / BBB+
AMERICAN HONDA FINANCE	1,000,000	5.29%	10/24/24	10/05/26	1,003,040	Aa2 / AA
WELLS FARGO & COMPANY	2,000,000	5.00%	12/02/24	12/02/29	1,981,266	A1 / BBB+
Sub-Total Corporate Bonds:	$ 15,000,000				$ 14,779,039	
CERTIFICATES OF DEPOSIT						
UBS BANK USA	$ 245,000	3.40 %	08/31/22	09/02/25	$ 243,821	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35 %	08/31/22	09/02/25	243,641	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	241,880	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	241,568	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	241,568	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	242,239	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	241,561	FDIC Insured
MEDALLION BANK	245,000	3.25 %	09/07/22	09/08/25	243,523	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	243,193	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	241,539	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	241,539	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	242,648	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	240,876	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	241,504	FDIC Insured
FIRST WESTERN TRUST BANK	245,000	4.55 %	01/06/23	01/06/28	245,103	FDIC Insured
PARK STATE BANK	245,000	4.45 %	07/19/23	07/19/28	253,788	FDIC Insured
DISCOVER BANK	245,000	4.55 %	07/19/23	07/17/28	254,663	FDIC Insured
COMENITY CAPITAL BANK	245,000	4.45 %	07/26/23	07/26/28	248,634	FDIC Insured
BANK HAPOALIM BM NY	245,000	5.30 %	11/20/23	05/20/25	245,955	FDIC Insured
BANK OF AMERICA, N.A.	245,000	5.30 %	11/22/23	11/24/25	247,615	FDIC Insured
SAUK VALLEY BANK & TRUST	245,000	5.00 %	11/22/23	11/24/25	246,894	FDIC Insured
BMW BANK NORTH AMERICA	245,000	4.90 %	11/17/23	11/17/28	252,809	FDIC Insured
TRUSTAR BANK	245,000	4.75 %	11/22/23	11/22/28	251,584	FDIC Insured
STATE BANK INDIA	245,000	5.00 %	11/24/23	11/24/28	256,453	FDIC Insured
HENDERSON STATE BANK	245,000	5.00 %	11/28/23	11/28/25	246,995	FDIC Insured
CROSSFIRST BANK	245,000	5.20 %	04/05/24	01/06/25	245,030	FDIC Insured
TEXAS EXCHANGE BANK	245,000	5.10 %	04/05/24	04/05/29	245,113	FDIC Insured
Sub-Total Certificates of Deposit:	$ 6,615,000				$ 6,631,734	
SUPRANATIONALS						
INTERNATIONAL FINANCE CORPORATION	1,000,000	4.36%	04/05/24	03/27/29	$ 997,518	Aaa / AAA
Sub-Total Supranationals:	$ 1,000,000				$ 997,518	
Total City of Irwindale Investments (Pooled Funds):	**$116,765,706**				**$ 113,990,334**	
HOUSING AUTHORITY (Funds 11 & 12)						
BMO & WF GENERAL ACCOUNTS	$ 887,934	2.01%			$ 887,934	
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,223,623	0.00%			4,222,026	
	$ 5,111,556				$ 5,109,960	
SUCCESSOR AGENCY (Funds 50-66)						
BMO & WF GENERAL ACCOUNTS	$ 1,082,100	2.01%			$ 1,082,100	
BANK OF THE WEST MONEY MARKET ACCOUNT	0				0	
LOCAL AGENCY INVESTMENT FUND (LAIF)	1,183,938	0.00%			1,183,490	
	$ 2,266,038				$ 2,265,591	
GRAND TOTAL OF INVESTMENTS	**$124,143,301**				**$ 121,365,884**	

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 **1.62** years, and the weighted average yield of the City's pooled investments at cost is **2.37%.** 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

Item #39.C.

City of
IRWINDALE
AGENDA REPORT

Date: March 12, 2025

To: Honorable Mayor and Members of the Reclamation Authority Board

From: Julian A. Miranda, Executive Director

Issue: 2025 1st Quarter Mining Report of Nine (9) SMARA Pits

Executive Director's Recommendation:

Receive and file this report.

Administrative Action:

Submitted by:

Eddie Chan, Authority Engineer/Building Official

Prepared by:

Francisco Carrillo, Construction Compliance Manager

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

The table below summarizes the 2025 first 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 December 2024 through February 2025 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	361,569	48,492,217
Peck Road Gravel Pit	No Production	93,000
Vulcan Reliance I	No Production	21,111,988
Vulcan Durbin	477,000	26,378,328
Olive Pit	314,144	24,854,352

A total of approximately *1,152,713 tons* of material were produced during the reporting period, December 2024 through February 2025, from the five (5) SMARA Pits listed above. This is approximately *211,449 tons* less than reported in the previous quarter.

Below is a summary of the first 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) Westerly Slope Remediation
United Pit No. 4	Active	Processing Plant
Azusa Western Pit	Idle (IMP)	Inactive

* United Pit No. 3 has acquired a remediation/grading permit to repair the westerly slopes of the pit and mark the initial steps of the pit's reclamation. Thus, no further production will be pursued, and the IMP that was under review is now void.

During the 2025 first quarter reporting period, reclamation activity was reported from three (3) SMARA Pits. The following is a summary of the reclamation activity at these three SMARA Pits:

Mine Site	Estimated Fill Placed December 2024 through February 2025 (C.Y.)
Lehigh Hanson Pit	No fill placed this quarter
United Pit No. 2	93,716.67
Vulcan Durbin Pit	116,495

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 and is contingent on the acquisition of two easements. The acquisition of the easement located at the southeast corner lies within West Covina's jurisdiction and is scheduled for approval by the City Council of the City of West Covina at its meeting on March 18, 2025. The easement located on the east leg of the subject intersection is in the review process for acquisition. Currently, a draft easement agreement has been routed between the City of Irwindale and the easement owner for comments, approval, and execution.

Fiscal Impact:

None.

Attachments:

None