CITY OF IRWINDALE

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

H. MANUEL ORTIZ
MAYOR

LARRY G. BURROLA
MAYOR PRO TEM

ALBERT F. AMBRIZ
COUNCILMEMBER

MARK A. BRECEDA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

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 10, 2021

SPECIAL MEETING – 5:30 P.M. - CLOSED SESSION
REGULAR MEETING - 6:30 P.M. - OPEN SESSION

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER
(Closed to the Public)
Pursuant to Executive Order N-29-20

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor also issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still meeting state transparency requirements.

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

https://attendee.gotowebinar.com/rt/3484420930268753680

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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL

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

A. CALL TO ORDER

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

SPONTANEOUS COMMUNICATIONS

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

C. RECESS TO CLOSED SESSION

1. Public Employee Performance Evaluation
   Pursuant to California Government Code Section 54957
   Title: City Manager

D. RECONVENE IN OPEN SESSION

E. REPORT FROM CLOSED SESSION

F. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. CHANGES TO THE AGENDA

F. COUNCIL MEMBER TRAVEL REPORTS

G. COUNCILMEMBER COMMENTS

H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. CSMFO Meritorious Budget Award presented to the Finance Department of the City of Irwindale

B. Certificate of Appointment presentation to Senior Citizen Commissioner Carol Acosta

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

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

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held February 24, 2021

Department: Administration / City Clerk

B. Warrants/Demands/Payroll

Recommendation: Approve

Department: Finance

C. 2nd Reading – Ordinance No. 755

Recommendation: **Adopt on second reading Ordinance No. 755** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES,

CALIFORNIA, APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-06 FOR PROPERTY LOCATED AT 15990 FOOTHILL BOULEVARD (APN 8604-019-003) IN THE RELIANCE II SPECIFIC PLAN ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF; AND FINDING THE PROJECT EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT".

Department: Community Development

D. 2nd Reading - Ordinance No. 752 and Ordinance No. 753

Recommendation: That the City Council **adopt on second reading** the following ordinances for the Materials Recovery Facility and Transfer Station (MRF/TS) project:

1. **Ordinance No. 752** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE IRWINDALE AMENDING SECTION 8.20.370 OF THE IRWINDALE MUNICIPAL CODE REGARDING SOLID WASTE FRANCHISES, AMENDING CHAPTERS 17.56 AND 17.58 OF THE CITY OF IRWINDALE MUNICIPAL CODE REGARDING MATERIAL RECOVERY FACILITIES IN THE M-2 (HEAVY MANUFACTURING) ZONE AND ADDING SECTION 17.56.025 REGARDING DISTANCE REQUIREMENTS FOR ALCOHOL BEVERAGE ESTABLISHMENTS"; and
2. **Ordinance No. 753** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 02-2016 WITH ATHENS SERVICES TO ALLOW THE CONSTRUCTION AND OPERATION OF A MATERIALS RECOVERY FACILITY AND TRANSFER STATION, CONVENIENCE STORE AND PUBLIC GAS STATION ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911), AND MAKING FINDINGS IN SUPPORT THEREOF"

Department: Community Development

E. Request to Approve a Professional Contract Services Agreement with PlaceWorks, Inc. for the preparation of CEQA Documents (Initial Study and Mitigated Negative Declaration or Environmental Impact Report) for the Construction of an Approximately 125,475 square-foot Speculative Concrete Tilt-Up Building on an Approximately 5.76 acre Project Site located at 4416 Azusa Canyon Road (APN 8617-004-006)

Recommendation: Approve the contract with PlaceWorks, Inc. for the preparation of an Initial Study and Mitigated Negative Declaration or Environmental Impact Report to be prepared in association with a land use entitlement application for property located at 4416 Azusa Canyon Road, Irwindale, CA 91706.

Department: Community Development

F. Request to Approve a Project Reimbursement Agreement between the City and Rexford Industrial Realty, Inc. ("Applicant") for CEQA and City Attorney costs associated with a proposed industrial building to be located at 4416 Azusa Canyon Road (APN 8617-004-006)

Recommendation: Approve the Project Reimbursement Agreement with Rexford Industrial Realty, Inc. for the reimbursement of costs associated with all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City's Attorney's office to process and negotiate permits, entitlements and proposed conditions of approval of the Project.

Department: Community Development

G. Amendment No. 1 to Contract Services Agreement with Iteris, Inc. for Professional Design Services for Reliance II Phase I Offsite Improvements Project; P-1014

Recommendation: Approve Amendment No. 1 to Contract Services Agreement with Iteris, Inc. for Professional Design Services for the preparation of the Plans, Specifications and Estimate (PS&E) for the Reliance II Phase I Offsite Improvements Project (P-1014) increasing the contract amount to $121,870.00 (increase of $41,940.00).

DEPARTMENT: Public Works Engineering

H. Awards of Contract for Construction and Construction Management and Inspection for the 2020-2021 Resurfacing Project; P-1026

Recommendation: (1) Authorize the City Manager to enter into an agreement with Hardy and Harper in the amount of $492,055 for the 2020-2021 Resurfacing Project; (2) approve a 20% project contingency in the amount of $98,411 to cover any unforeseeable conditions that may arise during construction; (3) authorize the City Manager to enter into an agreement with SA Associates in the amount of $64,000 for construction management, inspection, labor compliance oversight, and geotechnical testing services; (4) approve a 20% project contingency for construction management in the amount of $12,800 to cover any unforeseeable conditions that may arise during construction; (5) **adopt Resolution No. 2021-27-3239** approving the balance transfer of $185,535.27 from the 2019-2020 Resurfacing Project to the 2020-2021 Resurfacing Project budget.

Department: Public Works Engineering

2. NEW BUSINESS

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

A. Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020 (Presented as a joint item of the Successor Agency, Housing Authority and Reclamation Authority Items 2A)

Recommendation: Receive and accept the Comprehensive Annual Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2020.

Department: Finance

B. Resolution to Extend the Existence of a Local Emergency regarding COVID-19 Pandemic and Retroactively Authorizing the Payment of Stipends to the Members of the Senior Citizen Commission for the meeting canceled on January 25, 2021

Recommendation: **Adopt Resolution No. 2021-22-3234** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44 AND RETROACTIVELY AUTHORIZING PAYMENT OF STIPENDS TO MEMBERS OF THE SENIOR CITIZEN COMMISSION FOR THE JANUARY 25, 2021 MEETING CANCELED DUE TO COVID-19".

Department: Administration

C. 10-Acre Parcel on East Side of Allen Drive

Recommendation: (1) Review and discuss the designated uses of this parcel; and (2) Provide direction to staff.

Department: Community Development

D. Acceptance and Appropriation of the 2020 Local Early Action Planning Grants Program (LEAP) Grants Program Grant

Recommendation: **Adopt Resolution No. 2021-26-3238** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE LOCAL EARLY ACTION PLANNING GRANT IN THE AMOUNT OF $65,000 FOR THE USE OF PROJECTS THAT WILL FACILITATE COMPLIANCE WITH THE 6TH CYCLE OF THE REGIONAL HOUSING NEEDS ASSESSMENT".

Department: Community Development

3. PUBLIC HEARINGS

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

4. LEGISLATIVE ITEMS

A. Development of a Legislative Platform for the City of Irwindale

Recommendation: Receive the overview report relating to the development of a Legislative Platform for the City of Irwindale, discuss and provide direction.

DEPARTMENT: Administration

B. Report on Pending Legislation

Recommendation: (1) Authorize the Mayor to execute and send a letter of opposition unless amended to SB 9 (Atkins) Housing Development Approvals; and (2) Retroactively approve a letter executed by the Mayor in support of H.R. 1319 American Rescue Plan Act of 2021.

DEPARTMENT: Administration

5. CITY MANAGER'S REPORT

A. Review and Consideration of an Information Update pertaining to the COVID-19 Local Emergency

DEPARTMENT: Administration

6. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

7. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held February 24, 2021

Department: Administration / City Clerk

B. Warrants

Recommendation: Approve

Department: Finance

2. NEW BUSINESS

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

A. Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020 (Presented as a joint item of the City Council, Housing Authority and Reclamation Authority Items 2A)

Recommendation: Receive and accept the Comprehensive Annual Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2020.

Department: Finance

3. PUBLIC HEARINGS

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

4. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

5. ADJOURN

HOUSING AUTHORITY

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

None for Approval

2. NEW BUSINESS

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

A. Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020 (Presented as a joint item of the City Council, Successor Agency and Reclamation Authority Items 2A)

Recommendation: Receive and accept the Comprehensive Annual Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2020.

Department: Finance

B. Discussion of 45-Year Affordable Housing Covenant

Recommendation: Receive and file the report.

Department: Administration

C. Equity Sharing

Recommendation: Provide direction on any desired modifications to the Housing Authority's current practices on equity sharing and possible adoption of policy to reflect the same.

Department: Administration

D. (1) Consideration of Approval of Request for Subordination of Low and Moderate Income Home Improvement Loan Regarding 16024 Calle de Paseo; (2) Consideration of Approval of Conversion of First Time Homebuyer Program Loan Unit Regarding 4820 Baca Avenue to Rental Unit and Owner-Occupying Home Under Low and Moderate Income Home Improvement Loan Program Regarding 16024 Calle de Paseo

Recommendation:

1. Approve the request by Dolores Barbosa for the Housing Authority to subordinate its loan to a new loan made in refinancing, subject to (k) all conditions established by the Irwindale Housing Authority's Low and Moderate Income Home Improvement

Guidelines, (ii) removal of the liens noted in Footnote 2, and (iii) Dolores Barbosa submitting written documentation associated with all subordination requests;

2. Authorize the Executive Director to execute the Subordination Agreement to effectuate the subordination, approved as to form by the Agency Counsel with allowance to make non-substantive revisions as needed;

3. Provide direction on whether the requested cash out associated with the subordination request is acceptable;

4. Provide direction on whether the Board will allow a homeowner to own two affordable housing units within the Authority's various affordable housing programs where one of the homes is inherited;

5. Approve the First Restated and Amended Affordable Housing Agreement and Declaration of Covenants and Restriction, and related First Restated and Amended Promissory Note and First Restated and Amended Deed of Trust with Assignment of Rents, with respect to 4820 Baca Avenue property;

6. Authorize the Chair to execute the First Restated and Amended Affordable Housing Agreement and Declaration of Covenants and Restrictions with respect to 4820 Baca Avenue property, approved as to form by the Agency Counsel with allowance to make non-substantive revisions, including to the restated note and deed of trust, as needed;

7. Approve the First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants and Restrictions, and related First Restated and Amended Promissory Note and First Restate and Amended Deed of Trust with Assignment of Rents, with respect to 16024 Calle de Paseo property;

8. Authorize the Char to execute the First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants and Restrictions with respect to 16024 Calle de Paseo property, approved as to form b the Agency Counsel with allowance to make non-substantive revisions, including to the restated note and deed of trust, as needed;

9. Provide direction with respect to Dolores Barbosa's proposed conversion of 4820 Baca Avenue home into rental unit and request to permit assumption of rights and obligations with respect to property located at 16024 Calle de Paseo;

10. Provide direction as to the use of Dolores Barbosa's 2014 income in connection with any income certification for the Calle de Paseo property.

3. PUBLIC HEARINGS

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

4. FUTURE AGENDA ITEMS REQUESTED BY BOARD MEMBERS

5. ADJOURN

RECLAMATION AUTHORITY

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

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

None for Approval

B. 2021 1st Quarter Mining Report of Nine SMARA Pits

Recommendation: Receive and file the report.

Department: Public Works Engineering

C. Investment Quarterly Report – December 31, 2020

Recommendation: Receive and file the Investment Quarterly Report for December 31, 2020.

Department: Finance

2. NEW BUSINESS

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

A. Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020 (Presented as a joint item of the City Council, Successor Agency, and Housing Authority Items 2A)

Recommendation: Receive and accept the Comprehensive Annual Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2020.

Department: Finance

3. PUBLIC HEARING

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

4. FUTURE AGENDA ITEMS REQUESTED BY BOARD MEMBERS

5. ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, Housing and Reclamation Authority, to be held on March 10, 2021, be posted at the City Hall, Library, and Post Office on March 4, 2021.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC Item 1A1

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

FEBRUARY 24, 2021
WEDNESDAY
6:31 P.M.

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

ROLL CALL:

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

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

CHANGES TO THE AGENDA

None.

COUNCILMEMBER TRAVEL REPORTS

None.

COUNCILMEMBER COMMENTS

COUNCILMEMBER AMBRIZ

Councilmember Ambriz reported on his attendance at a meeting of the San Gabriel Valley Council of Governments held on February 18 where information regarding the COVID-19 vaccination was provided. He noted that city staff is working with the county to see whether a mobile vaccination unit can operate out of the Senior Center and/or senior apartments.

COUNCILMEMBER GARCIA

Councilmember Garcia indicated that he attended a Contract Cities meeting recently, where similar information regarding vaccines was provided.

MAYOR ORTIZ

Mayor Ortiz reported on a meeting of the Gold Line Construction Authority Board held on February 11 regarding the Glendora to Montclair project.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE MONTH – CITY OF HOPE

IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE MONTH – CITY OF HOPE

The presentation was made.

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA

Dena Zepeda requested to comment on Item No. 1E, expressed her support of the Police Department, asked that residents be informed whenever the city plans to auction off vehicles, spoke on environmental concerns, and requested free gifts.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, to approve the Consent Calendar; reading ordinances by title only and waiving further reading thereof, with the exception of Item No. 1E, which was removed for separate consideration. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

1) Regular meeting held January 27, 2021
2) Regular meeting held February 10, 2021

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
REJECTION OF CLAIM: ANTONIA GUEVARA VS. CITY OF IRWINDALE

REJECTION OF CLAIM: ANTONIA GUEVARA VS. CITY OF IRWINDALE

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

ITEM NO. 1D
APPROVE COPS GRANT FUND BUDGET TRANSFER FOR ADDITIONAL EQUIPMENT COSTS TO OUTFIT THREE POLICE SERVICE VEHICLES

APPROVE COPS GRANT FUND BUDGET TRANSFER FOR ADDITIONAL EQUIPMENT COSTS TO OUTFIT THREE POLICE SERVICE VEHICLES

RESOLUTION NO. 2021-21-3233

Resolution No. 2021-21-3233, entitled:

ADOPTED

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET TRANSFER OF COPS GRANT FUNDS OF $36,400 WITHIN THE COPS FUND BUDGET FOR THE INCREASE IN COSTS FOR OUTFITTING 3 POLICE VEHICLES," was adopted, thereby approving the issuance of a purchase order for the additional outfitting costs of emergency equipment on three (3) newly purchased police vehicles; one (1) 2020 Chevrolet Traverse, and two (2) Ford Police Interceptors.

END OF CONSENT CALENDAR

ITEM NO. 1E
APPROVAL OF PARCEL MAP NO. 82551 – 1270 ARROW HIGHWAY

APPROVAL OF PARCEL MAP NO. 82551 – 1270 ARROW HIGHWAY

CITY ENGINEER HANNA

City Engineer Hanna discussed the staff report.

DENA ZEPEDA

Dena Zepeda spoke against changing the zoning of areas within the city from residential to commercial, and stated her opposition to businesses that cause pollution.

CARMEN ROMAN

Carmen Roman also spoke against "hazardous businesses" in Irwindale and opposed changing zoning from residential to heavy industrial and/or commercial.

MOTION

A motion was made by Mayor Pro Tem Burrola, seconded by Mayor Ortiz, to 1) approve Parcel Map No. 82551 and authorize the City Clerk, City Treasurer, and the City Engineer to sign the map on behalf of the city; 2) approve the related Subdivision Improvement Agreement and authorize the Mayor to sign the agreement, subject to City Attorney approval as to form; and 3) direct the City Engineer to submit Parcel Map No. 82551 to the Los Angeles County Registrar Recorder's Office for recordation and return a recorded copy of this Parcel Map to the City Clerk's Office. The motion was unanimously approved; Councilmember Breceda abstaining.

NEW BUSINESS

ITEM NO. 2A
APPOINTMENT OF A SENIOR CITIZEN COMMISSION

APPOINTMENT OF A SENIOR CITIZEN COMMISSION

MAYOR ORTIZ

Mayor Ortiz nominated Caroline Acosta for appointment to the Senior Citizen Commission.

RESOLUTION NO. 2021-05-3267 ADOPTED

Resolution No. 2021-05-3267, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR CITIZENS COMMISSION OF THE CITY OF IRWINDALE," was passed, approved, and adopted, on unanimous vote of the City Council, thereby appointing Caroline Acosta to the commission.

ITEM NO. 2B
RESOLUTION APPOINTING A BUSINESS MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION BOARD OF DIRECTORS FOR AN UNEXPIRED TERM ENDING JUNE 30, 2024

ADOPT RESOLUTION NO. 2021-15-3277 APPOINTING A BUSINESS MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION BOARD OF DIRECTORS FOR AN UNEXPIRED TERM ENDING JUNE 30, 2024

MAYOR ORTIZ

Mayor Ortiz nominated Rosemary Luna of Vulcan Materials for appointment to the Irwindale Community Foundation Board.

RESOLUTION NO. 2021-15-3277 ADOPTED

Resolution No. 2021-15-3277, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPOINTING A MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION BOARD OF DIRECTORS," was passed, approved, and adopted on unanimous vote of the City Council, thereby appointing Rosemary Luna of Vulcan Materials to the Foundation Board.

ITEM NO. 2C
REPORT ON TIMELINE FOR ZONING CODE UPDATE

REPORT ON TIMELINE FOR ZONING CODE UPDATE

CITY PLANNER SIMPSON

City Planner Simpson presented the verbal update, wherein she indicated that on March 25, 2020, the City Council approved a contract with InterWest to prepare a comprehensive zoning code update in order to streamline development processes as well as to clarify the requirements for permits. More importantly, the update would also allow the code to comply with changes in state law and to eliminate conflicts between zoning and the General Plan. She advised that staff has thus far met with representatives of InterWest, which subsequently prepared a list of stakeholders. The firm has since met with the stakeholders and an informational brochure has been prepared and is available on a dedicated webpage.

Staff will also have the existing Zoning Code analyzed and compared to the General Plan, and the Subdivision Code will be updated to

reflect changes to the commercial and industrial guidelines. State legislation is also being reviewed, with some requiring city compliance. Staff anticipates that the initial draft of the Zoning Code will be available for public review in summer of this year, with adoption later in the year.

SUZANNE GOMEZ

Responding to several questions by Suzanne Gomez, Planner Simpson advised that the consulting firm plans on reaching out to the public for their input, and that the input will also be part of what is published on the website. She added that an update to the Housing Element is also being required by the state, and that the General Plan would also be updated. Requests for proposals will be sent out soon to various consulting firms that prepare General Plans, Housing Elements, and CEQA Environmental Analyses.

CITY ATTORNEY GUERRA

City Attorney Guerra added that the amendments would be reviewed by the Planning Commission before the Council takes action, and that the public will have the opportunity to participate.

CITY PLANNER SIMPSON

Planner Simpson encouraged interested individuals to provide their contact information to staff so that the consultants could follow-up with them.

DENA ZEPEDA

In response to a question by Dena Zepeda, Planner Simpson advised that flyers would be sent out to residents to let them know how they can access information about the subject and how to reach out to staff for further details.

SUZANNE GOMEZ

Suzanne Gomez asked about plans for updating city facilities, to which City Manager Tam advised that the General Plan will be the guiding document for the future development of the city and the realignment of all infrastructure needs.

Ms. Gomez also asked when the updated components would be implemented, to which Planner Simpson provided an approximate timeline.

ITEM NO. 2D
UPDATE ON ARROW HIGHWAY PANATTONI SITE

UPDATE ON ARROW HIGHWAY PANATTONI SITE (Mayor Pro Tem Burrola)

COUNCILMEMBERS AMBRIZ AND BRECEDA

Councilmembers Ambriz and Breceda recused themselves from this discussion due to potential conflicts of interest and left the Council Chambers at 7:11 p.m.

CITY ENGINEER HANNA

City Engineer Hanna presented the staff report. He advised that the project's general contractor and the developer have obtained all building permits on Monday, and will obtain the mechanical, electrical,

and plumbing permits today. The first inspection is scheduled to take place tomorrow.

DENA ZEPEDA — Dena Zepeda complained about dust issues and requested further Code Enforcement monitoring.

CARMEN ROMAN — Carmen Roman also complained about dust issues and pollution.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola asked whether the project has been postponed, to which City Engineer Hanna reiterated that the project permits will all have been obtained by the end of this week. Additionally, the first inspection is scheduled to take place tomorrow. As such, the project has not been postponed. He further added that two Building Inspectors will visit the site four times per day to ensure dust management practices are implemented.

Mayor Pro Tem Burrola asked about a schedule of inspections, to which City Engineer Hanna repeated that the site will be inspected tomorrow morning, and that Inspectors will visit the site four times per day.

COUNCILMEMBERS AMBRIZ AND BRECEDA — There being no further discussion of this item, Councilmembers Ambriz and Breceda returned to the Council Chambers at 7:20 p.m.

PUBLIC HEARINGS

ITEM NO. 3A
CUP MODIFICATION AND AMENDMENT TO DEVELOPMENT AGMT. RE REMOVAL OF RELIANCE II SITE FROM THE RECLAMATION PLAN — CONDITIONAL USE PERMIT (CUP) MODIFICATION NO. 01-2021 TO CUP NO. 7-06 AND AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-06 TO REMOVE THE RELIANCE II SITE, LOCATED AT 15990 FOOTHILL BOULEVARD, FROM THE APPROVED RECLAMATION PLAN AND DEVELOPMENT AGREEMENT (DA) AND A REIMBURSEMENT AGREEMENT FOR OFF-SITE IMPROVEMENTS BETWEEN THE CITY OF IRWINDALE AND VULCAN MATERIALS COMPANY

CITY PLANNER SIMPSON — City Planner Simpson discussed the staff report.

OPEN PUBLIC HEARING — At 7:26 p.m., Mayor Ortiz opened the public hearing.

SUZANNE GOMEZ — In response to several questions by Suzanne Gomez, Planner Simpson advised that the City Council changed the zoning of the site in November of 2017 when the Reliance II Specific Plan was approved through an initiative process, which was brought forward by a city resident. She also explained that the Conditional Use Permit is the mechanism used for the approval of a Reclamation Plan, and that the Development Agreement outlines each party's obligations and responsibilities.

Furthermore, Planner Simpson explained that the Reliance II site zoning designation has industrial and commercial components. No applications for developments have been received yet for the site. Planner Simpson stated she would have to research to determine the percentage of industrial vs. commercial components.

CITY ATTORNEY GUERRA

City Attorney Guerra added that the action tonight would not change the zoning designation, and indicated that a zoning change would likely require another initiative process.

CLOSE PUBLIC HEARING

There being no further speakers, Mayor Ortiz closed the public hearing at 7:31 p.m.

RESOLUTION NO. 2021-20-3232 ADOPTED

Resolution No. 2021-20-3232, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING CONDITIONAL USE PERMIT MODIFICATION NO. 01-2021 TO CONDITIONAL USE PERMIT NO. 7-06 FOR PROPERTY LOCATED AT 15990 FOOTHILL BOULEVARD (APNS: 8604-019-001, 8604-019-003, & 8604-019-010)", was passed, approved, and adopted, reading by title only and waiving further reading thereof, and

The Reimbursement Agreement for Off-Site Improvements was approved, and;

ORDINANCE NO. 627 INTRODUCED FOR FIRST READING

Ordinance No. 627, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT NO. 2-06 AND CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT TO ALLOW VULCAN MATERIALS COMPANY, INC. TO CONTINUE MINING AND TO RECLAIM THE RELIANCE I QUARRY SITE LOCATED AT 16001 FOOTHILL BOULEVARD FOR INDUSTRIAL AND COMMERCIAL USES UPON COMPLETION OF MINING; AND TO CONTINUE FILLING THE RELIANCE II LANDFILL LOCATED AT 15990 FOOTHILL BOULEVARD FOR RETAIL COMMERCIAL USES UPON COMPLETION OF FILLING," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Garcia, and unanimously approved.

ITEM NO. 3B
"MRF" & "TS" PROJECT

MATERIALS RECOVERY FACILITY & TRANSFER STATION PROJECT INCLUDING: CERTIFICATION OF THE 2020 FINAL ENVIRONMENTAL IMPACT REPORT (SCH#2013051029); AND APPROVAL OF A DISPOSITION AND DEVELOPMENT AGREEMENT; GENERAL PLAN AMENDMENT NO. 02-2016; ZONE ORDINANCE AMENDMENT NO. 04-2016; DEVELOPMENT AGREEMENT NO. 02-2016; CONDITIONAL USE PERMIT NO. 08-

2016; SITE PLAN & DESIGN REVIEW (DA) NO. 06-2016; AND A FRANCHISE & FACILITY OPERATIONS AGREEMENT FOR THE DEVELOPMENT OF THE PROJECT LOCATED AT 2200 ARROW HIGHWAY (APN: 8535-001-911) (Joint Public Hearing item which was discussed concurrently with Successor Agency Agenda Item 3A)

CITY PLANNER SIMPSON

City Planner Simpson presented the staff report. She also advised that correspondence was received from the both the City of Baldwin Park, and Baldwin Park's attorney, and that copies of the correspondence have been placed on the dais for the Council/Successor Agency to review.

JEFF HARVEY

Jeff Harvey, the environmental consultant selected to prepare the project's CEQA documents, made a presentation wherein he advised that the court has rejected most of the claims to the project's environmental impact review ("EIR"), but noted that it ordered the examination of four issues: 1) fueling operations for all vehicles that would utilize and service the MRF, 2) greenhouse gas emissions, 3) transportation and energy use, and 4) project-specific health risks that relate to regional pollutants and produce ozone.

Mr. Harvey advised that the 2020 recirculated EIR revised only the portions of the original document that the court had said were not adequate or needed to be addressed. The revision was open for public comments for 45 days, during which six comment letters were received. Each of those letters were responded to, and all the documents were included as part of the final 2020 EIR. Baldwin Park's attorney subsequently submitted an additional comment letter at a Planning Commission meeting, which, in staff's opinion, raised issues that have already been extensively addressed in the 2020 final EIR. Key topics raised in the letter involved the greenhouse gas methodology utilized in the 2020 document, truck fueling and greenhouse gas emissions, questions about non-Athens trucks that may bring materials to the MRF, the construction schedule, project description, and site plan.

In the letter, it was suggested that truck fueling trips were not included in the greenhouse gas analysis. However, they actually were included and it was shown where they were included. A suggestion was made that non-Athens trucks would bring materials to the MRF and should be limited to only compressed natural gas ("CNG") trucks. However, Athens has no way to control self-haulers and other haulers that visit the site, and it would be detrimental if it were restricted to only CNG vehicles.

It was also alleged that the construction schedule had been changed. However, this is also incorrect, and remains the same. It was also suggested that the site plan had changed. However, the site plan has not changed and remains the same since it was approved as part of the 2017 addendum to the 2016 EIR.

Mr. Harvey then summarized the 2020 recirculated EIR. He further stated that questions had been raised about whether the convenience store gas station would be used by all the waste hauling/collection trucks. It was clarified in the 2020 recirculated EIR that they would not, since the commercial waste hauling trucks would fuel off-site. Further, there is no CNG fueling on the property for the hauling/collection trucks. The public gas station is the same as any other convenience store gas station, and will service only public vehicles that pass by. Therefore, there are no adverse impacts to fueling operations.

PAUL MILLER

Paul Miller, who collaborated on the environmental study with Mr. Harvey, spoke on the analysis of greenhouse gas emissions. He spoke on the threshold used by the South Coast Air Quality Management District ("SCAQMD") uses for its project, namely, 10,000 metric tons of greenhouse gasses per year. This threshold was previously used by the City of Azusa for its CEQA review of the Waste Management MRF in Azusa. However, it was decided to utilize the more conservative "net-zero" threshold in this project, which would emit the same or fewer greenhouse gas emissions as the existing condition, and no impact would occur. In the analysis, staff detailed information from Athens's current waste market and the expected waste market for the future.

The 2020 recirculated EIR explains that the new MRF/TS would not generate any new waste in the Los Angeles region. Rather, it would reduce the length of existing haul trips by adding a new facility in the area that is near existing waste-generating markets, as well as being near the Vincent Yard in Irwindale where the vehicles are currently parked overnight. Because of these regional efficiencies, the EIR concluded that greenhouse gas emissions would be reduced as a result of the new Irwindale MRF and therefore, the project meets the more conservative net-zero threshold. As such, the conclusion is that greenhouse gas emissions would be reduced and there is no significant greenhouse gas impact, and no mitigation would be needed.

Next, Mr. Miller addressed transportation / energy use. He advised that this was not specifically analyzed in the previous EIR. Other aspects of energy were contained in the 2016 EIR and no revisions were necessary. Similar to the greenhouse gas analysis, this analysis recognized that the project would not generate new waste. Rather, it would process existing waste. The detailed analysis determined that the project would reduce about 1.7 million miles of vehicle travel every year when it runs at full capacity. This includes a 1.2 million mile reduction by collection trucks and self-haul truck trips, and a 500,000-mile reduction by transfer truck trips when compared to the existing setting. It was concluded that, based on regional efficiencies achieved

by the operation of the project, there would be no adverse impacts caused by the projects transportation energy use.

JEFF HARVEY

Mr. Harvey noted that transportation / energy use, as a requirement to CEQA, was added to the CEQA guidelines in 2019, and did not exist when the report was prepared in 2014 and 2016.

PAUL MILLER

Mr. Miller then addressed health risk impacts. He advised that the 2020 recirculated EIR clarified that health risk impacts from diesel emissions were analyzed in the 2014 recirculated EIR, which concluded that the health risks from toxic air contaminants in all locations near the MRF would be less than significant. The court agreed that no additional work was needed for that analysis. Since then, Athens has further reduced the number of diesel vehicles, which are the ones that generate the most emissions. They will also not be using any Athens diesel vehicles in the Irwindale MRF/TS project.

However, in 2018, a legal decision was made that EIR's should analyze regional impacts from their significant air emissions of Nitrogen Oxides ("NOX") and Reactive Organic Gasses ("ROG"), which are precursor emissions to ozone, and describe the health impacts of said pollutants. Alternatively, if such an analysis were not feasible, an explanation would need to be provided. The 2020 recirculated EIR concluded that describing the health impacts on the air basin from NOX and ROG emissions is not technologically feasible for a project of this size relative to the whole air mass of the south coast air basin. This is explained in detail in Appendix 2 of the final EIR. It was concluded that there are no health impacts that were not disclosed in previous documents.

JEFF HARVEY

Mr. Harvey noted that the letter received today from Baldwin Park's attorney suggested that the analysis was confusing, and requested that Mr. Miller explain it.

PAUL MILLER

Mr. Miller advised that there are many ways to measure air pollutants. Emissions are the quantity of pollutants released into the air, and are typically measured in pounds per day, or tons per year. However, specific concentrations, such as a number of parts per million, or micrograms per cubic meter, have constant variations relative to time and location and are difficult to calculate. Total emissions, location of the emissions, meteorology, the presence of sunlight, and seasonal atmospheric conditions are all combined to determine the ultimate concentration and location of ozone downwind. Most emissions from this project are from mobile sources, which further complicates the issue. The main point about what Baldwin Park brought up is that there is no direct correlation between emissions and concentration.

JEFF HARVEY

Mr. Harvey stated that, in a nutshell, one is the measure of emissions from the project specific, and the other is the total capacity within the air basin. He then stated that the 2020 final EIR includes the 2020

recirculated draft EIR, responses to all comments received on that document, minor revisions made to the recirculated draft EIR, and all previous analyses that were confirmed by the court that were contained in the 2014 draft EIR. Comments had been received on the 2014 document, which caused the preparation of a recirculated draft EIR in 2014 to address air quality, traffic, and alternatives. This resulted in the 2016 final EIR. In 2017, the applicant brought forward minor revisions to the site plan to make it more efficient in terms of operations, and these were included in the 2017 addendum to the 2016 final EIR. This comprises the totality of the CEQA package.

As detailed in the CEQA Findings of Fact, most project impacts are less than significant or can be mitigated to a level that is qualified as "less than significant." There were no new impacts identified in the 2020 EIR, and the complete Mitigation Monitoring Program identifies all measures that the applicant and city will be required to implement in order to avoid or minimize impacts.

However, even with all feasible mitigations, there are three impacts that are yet to be identified as being significant and unavoidable. The first relates to air quality: using the methodology that the SCAQMD asked us to use in 2014, we produced a "worst-case" analysis, where every truck trip associated with this project was treated as a brand new trip within the basin. This resulted with emissions levels that exceed threshold standards that cannot be mitigated, even with all the mitigation measures that would be implemented addressing air quality. The second relates to traffic on the I-605 freeway ramp. A number of mitigation measures are included, such as signalization and lane changes. However, this was also found to be significant and unavoidable because it is outside of the city's jurisdiction. The city cannot guarantee that the measures will be implemented; this would be up to Caltrans. And the third relates to noise: noise would exceed standards at the property boundary along Live Oak and Arrow Highway by more than 5 decibels, which is considered to be a significant noise increase. However, the noise impact would occur in areas where there are no sensitive receptors such as houses, hospitals, and schools, and the noise would not affect any residential district in Baldwin Park.

Due to the three significant and unavoidable impacts, being the same as were identified in the 2017 EIR that has already been approved, a Statement of Overriding Considerations was included as part of the packet.

CITY PLANNER SIMPSON

Planner Simpson added that his went before the Planning Commission at its meeting of January 20, 2021, where the commission voted unanimously to recommend that the City Council approve the project and certify the EIR. Additionally, the project has not changed, albeit there were minor modifications to the project agreements. She also pointed out a correction to the DDA, in the

resolution numbers, and a title correction for the Chief Successor Agency Assistant.

RECESS — At 8:21 p.m., the Council/Successor Agency took a short recess.

RECONVENE — At 8:30 p.m., the Council/Successor Agency reconvened with all members present.

OPEN PUBLIC HEARING — At 8:34 p.m., Mayor Ortiz opened the Public Hearing for the City Council / Successor Agency.

GARY CLIFFORD — Gary Clifford, representing Athens Services, spoke in support of approval of the project and noted the benefits the project would create for the city.

DENA ZEPEDA — Dena Zepeda asked about an upcoming function to be held on Saturday.

CHRISTOPHER GUILLEN — Christopher Guillen, an attorney representing the City of Baldwin Park, noted that Baldwin Park has opposed the project for the past decade, and elaborated on the city's written comments explaining why they felt the project should not proceed.

DENA ZEPEDA — Dena Zepeda complained that the projects being approved by the Council are affecting individuals' health.

CLOSE PUBLIC HEARING — There being no additional speakers, Mayor Ortiz closed the public hearing at 8:40 p.m.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz acknowledged the concerns raised over the project, but noted that the mitigation measures to be implemented serve to alleviate the concerns.

COUNCILMEMBER BRECEDA — Councilmember Breceda spoke on the need for projects such as this one that will enable the city to sustain the expensive programs that are provided to the residents as well as employee salaries and benefits. He also noted that a neighboring city is complaining about the project, while at the same time the traffic generated by their own businesses are impacting Irwindale streets, and that Irwindale is not being compensated for addressing these impacts.

COUNCILMEMBER GARCIA — Councilmember Garcia stated that any future issues could be addressed with Athens and spoke in support of approving the project.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola spoke on the project background and asked several clarifying questions, to which Planner Simpson advised that: 1) the project would be built in one phase over 18 months, 2) the dates by which the city will begin receiving revenue from the project would need to be updated by the City Attorney, and 3) construction at the site is anticipated to begin in fall of 2021.

CITY MANAGER TAM — City Manager Tam advised that payments to the city are contingent on approval of the project, construction of the project facilities, and the initiation of operations at the site.

MAYOR PRO TEM BURROLA — Responding to a question by Mayor Pro Tem Burrola, Planner Simpson reiterated that the project would produce revenue for the city once the construction of facilities is completed and the operation begins.

Mayor Pro Tem Burrola then asked about the necessary permits for the project.

OPEN PUBLIC HEARING — At 8:55 p.m., Mayor Ortiz reopened the Public Hearing for the City Council / Successor Agency.

GREG LOUGHNANE — Greg Loughnane, representing Athens, spoke on the company's commitment to the project and stated that they are eager to break ground before the end of the year.

MAYOR ORTIZ — Mayor Ortiz requested several building design implementations, such as: arches at the main entrance, arches on windows or panels near the front door of the facility, arches on the eastside and the main entrance of the convenience store, as well as on the windows that would be located beside the main door. He further requested that the roof over the fill-in area follow the city's Spanish motif. He also recommended palm trees be planted around the perimeter of the building, and the construction of a sidewalk on the north part of the project.

COUNCILMEMBER BRECEDA — Councilmember Breceda suggested installing lighting by the entry ways or the corners of the buildings, as well as illumination for the palm trees and possibly the sidewalks too. He also requested water features be installed.

GREG LOUGHNANE — Mr. Loughnane stated that Athens will follow design guidelines and that they are willing to consider the design requests made by the Council.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola asked about the type of technology that would be utilized at the site, to which Mr. Loughnane indicated that the project would utilize optical sorters, artificial intelligence robots, and negative air pressure, all in an effort to address and improve employee safety and avoid impacting the neighborhood.

CHIEF DEPUTY CITY CLERK NIETO

Chief Deputy City Clerk Nieto read a question that was received via the webinar, to which Planner Simpson noted that the project is exempt from development impact fees.

CLOSE PUBLIC HEARING

There being no additional speakers, Mayor Ortiz closed the public hearing at 9:07 p.m.

JEFF HARVEY

Responding to the comments made by the attorney from Baldwin Park, Mr. Harvey reiterated the conclusion that the project would not increase trips, with the caveat that the trips from the highway to this project site would be treated as new. These trips would be new to that road system and emissions from the trucks along the route were counted as part of the health risk assessment and the air quality assessment. Mr. Harvey also objected to the SCAQMD quote referenced by the Baldwin Park attorney and called it "selective" since incomplete information was cited. Finally, Mr. Harvey repeated that all concerns raised have been addressed in the final EIR.

RESOLUTION NO. CC 2021-08-3270 ADOPTED

Resolution No. CC 2021-08-3270, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF IRWINDALE, CALIFORNIA, CERTIFYING THE ENVIRONMENTAL IMPACT REPORT (SCH#2013051029), ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE MATERIALS RECOVERY FACILITY AND TRANSFER STATION PROJECT," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved, and

RESOLUTION NO. CC 2021-09-3271 ADOPTED

Resolution No. CC 2021-09-3271, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF IRWINDALE CITY COUNCIL AND SUCCESSOR AGENCY AND ATHENS SERVICES AND MAKING FINDINGS THEREFORE AS REQUIRED BY HEALTH & SAFETY CODE SECTION 33433," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved, thereby authorizing the provisions referenced earlier by City Planner Simpson and authorizing the Mayor/Chair to execute the Disposition and Development Agreement, subject to City Attorney/Agency Counsel approval as to form with minor, non-substantive modifications.

RESOLUTION NO. 2021-10-3272 ADOPTED

Resolution No. 2021-10-3272, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING GENERAL PLAN AMENDMENT NO. 02-2016 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM COMMERCIAL TO COMMERCIAL/INDUSTRIAL ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911), SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved.

ORDINANCE NO. 752 INTRODUCED FOR FIRST READING

Ordinance No. 752, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 8.20.370 OF THE IRWINDALE MUNICIPAL CODE REGARDING SOLID WASTE FRANCHISES, AMENDING CHAPTERS 17.56 AND 17.58 OF THE CITY OF IRWINDALE MUNICIPAL CODE REGARDING MATERIAL RECOVERY FACILITIES IN THE M-2 (HEAVY MANUFACTURING) ZONE AND ADDING SECTION 17.56.025 REGARDING DISTANCE REQUIREMENTS FOR ALCOHOL BEVERAGE ESTABLISHMENTS," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved.

ORDINANCE NO. 753 INTRODUCED FOR FIRST READING

Ordinance No. 753, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 02-2016 WITH ATHENS SERVICES TO ALLOW THE CONSTRUCTION AND OPERATION OF A MATERIALS RECOVERY FACILITY AND TRANSFER STATION, CONVENIENCE STORE AND PUBLIC GAS STATION ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911), AND MAKING FINDINGS IN SUPPORT THEREOF," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved, and including authorization for the Mayor to execute the development agreement subject to City Attorney approval as to form with authority to the City Attorney to make minor, non-substantive modifications.

RESOLUTION NO. 2021-11-3273 ADOPTED

Resolution No. 2021-11-3273, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING CONDITIONAL USE PERMIT NO. 08-

2016 TO ALLOW A PROPOSED CONVENIENCE STORE TO SELL BEER AND WINE FOR OFF-SITE CONSUMPTION (TYPE 20 OFF SALE BEER & WINE), AND FOR THE OPERATION OF A PUBLIC GAS STATION ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved.

RESOLUTION NO. 2021-12-3274 ADOPTED

Resolution No. 2021-12-3274, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 06-2016 FOR THE CONSTRUCTION OF A ±265,228 SQUARE FOOT MATERIALS RECOVERY FACILITY AND TRANSFER STATION (MRF/TS) BUILDING AND CONVENIENCE STORE WITH A PUBLIC GAS STATION LOCATED AT 2200 ARROW HIGHWAY IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved, and the applicant was directed to work with staff to incorporate the design elements requested by Mayor Ortiz and Councilmember Breceda.

RESOLUTION NO. 2021-06-3268 ADOPTED

Resolution No. 2021-06-3268, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FRANCHISE AND FACILITY OPERATIONS AGREEMENT BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911), SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved, with the Mayor being authorized to sign the franchise and facility operations agreement approved herein, subject to City Attorney approval as to form, with authority to the City Attorney to make any non-substantive, minor changes to the agreement.

CITY MANAGER'S REPORT

PUBLIC INFORMATION OFFICER ESPINO

Public Information Officer Espino provided an updated relating to COVID-19. She advised that 247 Irwindale residents have been confirmed to have had the illness, and that the County of Los Angeles remains in the purple tier. The County health order was updated to allow schools to reopen for in-classroom instruction for grades TK-6. Also, the COVID-19 testing event held on February 15 had 54 participants, and staff is looking into having Irwindale serve as a point of distribution site.

ASSISTANT CITY MANAGER OLIVARES

Assistant City Manager Olivares provided an update on the services being offered through the Community Services division. The Library continues to offer curbside services, the Recreation Department is offering outdoor classes in addition to virtual classes, and the Senior Center is offering its weekly nutrition program as well as virtual programs. Additionally, the Senior Center will resume its transportation program this month.

COUNCILMEMBER GARCIA

Replying to a question by Councilmember Garcia, Assistant City Manager Olivares advised that staff is looking into options for offering outdoor classes and services for seniors in a manner that is safe for staff and participants.

CITY MANAGER TAM

City Manager Tam advised that staff has tentatively scheduled the reopening of the Park Improvement Project for March 13. Additional details will be provided once available.

FUTURE AGENDA ITEMS REQUESTED BY COUNCILMEMBERS

COUNCILMEMBER BRECEDA

Councilmember Breceda requested that the eastside of the gym is in dire need of new paint and tile, to which City Manager Tam advised that City Engineer Hanna has created a Capital Project as a result of direction received by the Council, wherein the Recreation building as a whole will be retrofitted. This project would include the replacement of air conditioning units, a minor expansion of the Library, and a roof screening. The project will return to the Council at a later date for funding approval.

MAYOR PRO TEM BURROLA

Responding to a question by Mayor Pro Tem Burrola, City Manager Tam briefly spoke of upcoming phases in the Park Improvement Project, including irrigation upgrades, refurbishment of restrooms, and repair of the barbecue structure.

COUNCILMEMBER BRECEDA

Councilmember Breceda asked about installing cameras at the new bus pick-up/drop-off area at the park, to which City Manager Tam advised that there are no current plans for the installation of cameras, but that the matter could be discussed with staff and added to the plans, if necessary.

MAYOR ORTIZ

Mayor Ortiz advised that he has received an inquiry from a committee at Northview High School as well as the Principal from the same school, who are requesting that banners with the names of the school's seniors be hung to honor them, and asked that the matter be placed on the next agenda.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz added that the Irwindale Community Foundation will be reaching out to high school seniors and those graduating college this year in order to honor them.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:43 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC Item 1B

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
February 2021

Payroll Batch	404-02-21		
DATE OF ISSUE	DEPARTMENT		AMOUNT
2/4/21			
	35 Police Department		1,301.61
		Gross Payroll	1,301.61
		Required Deductions	(238.33)
		Voluntary Deductions	-
		Net Payroll	1,063.28

Payroll Batch	406-02-21, 407-02-21		
DATE OF ISSUE	DEPARTMENT		AMOUNT
2/11/21			
	11 City Council		1,731.15
	13 City Administrative Office		42,110.26
	14 Finance Department		20,052.85
	15 Summer Youth		-
	35 Police Department		177,510.06
	40 Recreation Department		15,053.23
	42 Senior Citizens' Center		12,165.85
	44 Library		9,893.00
	51 Planning & Community Development		20,655.97
	52 Public Works - Engineering		23,561.26
	57 Public Works - Services		48,146.17
		Gross Payroll	370,879.80
		Required Deductions	(103,004.60)
		Voluntary Deductions	(16,324.28)
		Net Payroll	251,550.92

Payroll Batch	420-02-21		
DATE OF ISSUE	DEPARTMENT		AMOUNT
2/25/21			
	11 City Council		5,106.15
	13 City Administrative Office		42,155.04
	14 Finance Department		19,963.17
	15 Summer Youth		-
	35 Police Department		159,860.03
	40 Recreation Department		14,636.04
	42 Senior Citizens' Center		11,744.23
	44 Library		8,999.67
	51 Planning & Community Development		19,177.59
	52 Public Works - Engineering		22,473.19
	57 Public Works - Services		47,871.61
		Gross Payroll	351,986.72
		Required Deductions	(96,220.42)
		Voluntary Deductions	(17,175.78)
		Net Payroll	238,590.52

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 3/4/2021 5:14 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73432	CINGULAR	AT & T Mobility	02/18/2021	1,533.48
73433	AZUSALW	Azusa Light & Water	02/18/2021	50.53
73434	CALIFO02	California American Water	02/18/2021	11.92
73435	DIVISI01	Division of the State Architect	02/18/2021	108.80
73436	DIVISI01	Division of the State Architect	02/18/2021	299.20
73437	DIVISI01	Division of the State Architect	02/18/2021	56.40
73438	FRAER01	Laura Fraer Snyder	02/18/2021	148.14
73439	FRONT01	Frontier Communications	02/18/2021	586.67
73440	MCIWOR	MCI Comm Service	02/18/2021	38.37
73441	SCE02	Southern California Edison	02/18/2021	416.68
73442	verizonw	Verizon Wireless	02/18/2021	3,162.45
73443	AMERIFID	American Fidelity Assurance	02/25/2021	6,259.96
73444	AMERIC34	American Fidelity Assurance Co	02/25/2021	2,498.67
73445	AMERIC34	American Fidelity Assurance Co	02/25/2021	2,498.67
73446	AT&T02	AT & T	02/25/2021	33.34
73447	AT&T06	AT & T	02/25/2021	43.57
73448	AZUSALW	Azusa Light & Water	02/25/2021	183.27
73449	CALIFO42	California Building Standards	02/25/2021	2,889.90
73450	CSMFO02	CSMFO	02/25/2021	225.00
73451	PMIDEN	Delta Dental Insurance Company	02/25/2021	991.77
73452	PMIDEN01	Delta Dental of California	02/25/2021	12,663.42
73453	FRONT01	Frontier Communications	02/25/2021	46.25
73454	GASCOM	Gas Company, The	02/25/2021	3.00
73455	LEGAL03	Legal Shield	02/25/2021	71.80
73456	NATION23	National Union Fire Insurance	02/25/2021	577.84
73457	NEST01	Nestle Waters North America	02/25/2021	282.18
73458	OPTUM01	OptumRx, Inc.	02/25/2021	36,343.29
73459	STANDA01	Standard Insurance Co. RV	02/25/2021	424.45
73460	STANDA03	Standard Insurance Company	02/25/2021	1,977.06
73461	TEXAS01	Texas Life Insurance Co.	02/25/2021	2,673.70
73462	VISION01	Vision Service Plan - (CA)	02/25/2021	1,923.04
73463	VISION01	Vision Service Plan - (CA)	02/25/2021	4,298.62
73464	CALIFO56	California State Disbursement Unit	02/25/2021	604.15
73465	CITY01	City of Hope	02/25/2021	54.00
73466	ICEA	Irwindale City Employee Assoc.	02/25/2021	638.00
73467	IMEA	Irwindale Mgmt Employee Assoc.	02/25/2021	400.00
73468	IRWIND02	Irwindale Police Officers Assoc.	02/25/2021	3,168.10
			Report Total (37 checks):	88,185.69

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 3/4/2021 5:15 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73470	ALDER01	Alderson BP, LLC	03/10/2021	3,280.00
73471	ALESHIRE	Aleshire & Wynder, LLP	03/10/2021	100,496.12
73472	ARC03	ARC Document Solutions, Inc.	03/10/2021	221.08
73473	B&BTIR	B & B Tires Service	03/10/2021	359.63
73475	BATE01	Bateman Community Living, LLC	03/10/2021	2,725.50
73476	BLUM01	Blum Courtyard Associates	03/10/2021	30,000.00
73477	BRITEW	BriteWorks, Inc.	03/10/2021	9,581.64
73478	CASC01	CASC Engineering & Consulting	03/10/2021	9,537.50
73479	CEM01	CEM Construction Corporation	03/10/2021	47,341.79
73480	CINTAS	Cintas Corporation #693	03/10/2021	703.66
73481	DEPTOF02	County of LA Dept of Animal Care & Cont	03/10/2021	337.43
73482	COUNTY04	County of Los Angeles	03/10/2021	10,124.78
73483	CREATI04	Creative Bus Sales, Inc.	03/10/2021	273.58
73484	CUMMINS	Cummins-Allison Corp	03/10/2021	357.91
73486	FEDEX	FedEx	03/10/2021	28.29
73487	GARVEY	Garvey Equipment Co	03/10/2021	1,224.17
73488	GEIGER01	Geiger Bros	03/10/2021	1,088.53
73489	HDSUP01	HD Supply Construction Supply, LTD	03/10/2021	1,392.72
73490	HDL01	Hdl Software, LLC	03/10/2021	33.26
73491	ITERIS	Iteris, Inc.	03/10/2021	29,544.25
73492	JCSPLU	JC's Plumbing & Backflow Svc	03/10/2021	1,188.85
73493	JOEAGO	Joe A. Gonsalves & Son	03/10/2021	2,375.00
73494	JUSTIRE	Just Tires	03/10/2021	1,598.41
73495	LEXISN	LexisNexis Risk Solutions	03/10/2021	151.50
73496	LG2WB01	LG2WB Engineers, Inc	03/10/2021	2,650.50
73497	LOGIC01	Logic Tree IT Solutions	03/10/2021	1,359.00
73498	MARXBR	Marx Bros Fire Extinguisher Co	03/10/2021	2,095.00
73499	MIJACA	Mijac Alarm, Inc.	03/10/2021	666.00
73500	MONROV07	Monrovia Chrysler Dodge Jeep Ram	03/10/2021	367.83
73501	MOUNT01	Mountain View Tire & Service Inc.	03/10/2021	86.00
73502	MUNICI04	Municipal Code Corporation	03/10/2021	900.00
73503	OFFICE03	Office Depot	03/10/2021	575.45
73504	ORKINP	Orkin Pest Control	03/10/2021	468.05
73505	PHASEII	PARS	03/10/2021	1,750.00
73506	PATSTI	Pat's Tire Service	03/10/2021	125.00
73507	PERF03	Performance Elevator Contractors, Inc.	03/10/2021	1,200.00
73508	RANCHO01	Rancho Duarte Florist	03/10/2021	75.00
73509	RECPRO01	RecPro Systems, Inc	03/10/2021	1,475.00
73510	PACIFI13	Rene David LTD	03/10/2021	208.41
73511	RICOH02	Ricoh USA, Inc	03/10/2021	1,673.13
73512	SANGAB07	San Gabriel Valley	03/10/2021	30.00
73513	SCFUELS	SC Fuels	03/10/2021	4,424.45
73514	STEVEN05	Steven A. Ormenyi & Assoc.	03/10/2021	221.88
73515	LEES01	Chad A. Streelman	03/10/2021	47.39
73516	SULLYM	Sully-Miller	03/10/2021	10,374.96
73517	NORTHR	The Northridge Group, Inc.	03/10/2021	10,749.20
73518	ULINE01	Uline	03/10/2021	63.54

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73519	WESTCO05	West Coast Arborists, Inc.	03/10/2021	4,132.00
73520	WIN02	Win Structural Consulting Group	03/10/2021	10,125.00
73521	WORLDB	World Book Inc	03/10/2021	1,101.40
73522	BAKER01	Baker & Taylor Books	03/10/2021	128.83
73523	DEPART02	Department Of Industrial	03/10/2021	225.00
		Report Total (52 checks):		311,263.62

CC ITEM 1C

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

City of
IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Second Reading for the following Ordinance:
Ordinance No. 755

City Manager's Recommendation:

That the City Council adopt on second reading Ordinance No. 755 entitled **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-06 FOR PROPERTY LOCATED AT 15990 FOOTHILL BOULEVARD (APN 8604-019-003) IN THE RELIANCE II SPECIFIC PLAN ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF; AND FINDING THE PROJECT EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Administrative Action:

Submitted & Prepared by:

Marilyn Simpson, Community Development Manager/City Planner
(626) 430-2209

Marilyn Simpson

Reviewed by:

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

Eva Carreon, Finance Director / City Treasurer — **Electronically reviewed**

Approved by:

William K. Tam, City Manager

Background and Analysis:

At its meeting of February 24, 2021, the City Council introduced the above Ordinance for first reading. The ordinance is attached and it would be in order to adopt Ordinance No. 755 on second reading for Amendment No. 1 to Development Agreement No. 02-06. A non-substantive clerical correction has been made to Section 6 of the ordinance and is shown with a strikethrough.

Fiscal Impact:

No fiscal impact to the General Fund or Mining Fund is anticipated. The separate Reimbursement Agreement for Off-Site Improvements will cover all costs incurred for the outstanding public improvements per CUP No. 7-06.

Attachments

A: Ordinance No. 755 for Amendment No. 1 to Development Agreement No. 02-06
B: Amendment No. 1 to Development Agreement No. 02-06
C: Reimbursement Agreement for Off-Site Improvements

ATTACHMENT "A"

ORDINANCE NO. 755

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-06

A. RECITALS.

WHEREAS, on September 24, 2008, the City Council approved Ordinance No. 627, which authorized the Development Agreement No. 02-06 between the City and the Applicant, Calmat Co. dba as Vulcan Materials Company ("VMC"), entitled "Development Agreement for Reliance I Quarry and Reliance II Landfill" ("Development Agreement"); and

WHEREAS, the Development Agreement governs excavation, mining-activity, reclamation, and development of the Reliance I Quarry site and Reliance II Landfill site, which are owned and operated by VMC;

WHEREAS, since the effective date of the Development Agreement, VMC conducted, and has now completed, reclamation of the Reliance II Landfill site;

WHEREAS, on or about November 8, 2017, following the initiative process, the City Council adopted the Reliance II Specific Plan to establish the governing land use regulations for the development of the Reliance II Landfill site;

WHEREAS, by the proposed amendment to the Development Agreement ("Amendment"), the City and VMC desire to amend the Development Agreement to reflect that reclamation of the Reliance II Landfill site has been completed and development of the Reliance II Landfill site shall be governed by the land use regulations of the Reliance II Specific Plan;

WHEREAS, pursuant to Government Code Section 65868 and Section 9.0 of the Development Agreement, City and VMC may amend the Development Agreement only after notice of the amendment has been provided and the Planning Commission and City Council hold public hearings regarding the amendment;

WHEREAS, on February 3, 2021, the Planning Commission found that this Ordinance and the Amendment will allow the City to better regulate the Reliance II Landfill site and allow VMC to diligently complete the Reliance II Landfill site project and recommended that the City Council adopt Ordinance No. 755;

WHEREAS, on February 24, 2021, the Irwindale City Council found that Ordinance No. 755 and Amendment No. 1 to DA No. 02-06 will allow the City to better regulate the Reliance II Landfill site and allow VMC to complete the Reliance II Landfill site project;

WHEREAS, the City finds and determines that all actions required of City precedent to approval of this Amendment by this Ordinance of the City Council have been duly and regularly taken; and

WHEREAS, on March 10, 2021, the City Council duly approved and adopted on second reading, Ordinance No. 755; and

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

B. ORDINANCE.

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

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

SECTION 2. The City Council finds that: (a) the Amendment is consistent with the general plan and any applicable specific plan; and (b) the Amendment does not change the proposed use which is consistent with the land use designation.

SECTION 3. The City Council does hereby find that the Project is Categorically Exempt from the provisions of CEQA pursuant to Section 15061(b)(3), which consist of projects that have no possibility for causing a significant effect on the environment. The proposed amendment terminates VMC's rights and obligation under the Development Agreement pertaining to the Reliance II Site, and therefore, there is no potential for an effect on the environment.

SECTION 4. Based on the above finding, the City Council approves the adoption of this Ordinance approving Amendment No. 1 to the Development Agreement No. 02-06, attached hereto as Exhibit "A-1", and incorporated herein by reference, to provide:

a. From and after the effective date of Amendment No. 1, the Development Agreement is terminated regarding the Reliance II Landfill site and shall no longer have any force or effect as to the Reliance II Landfill site; and

b. The termination of the Development Agreement as to the Reliance II Landfill site shall have no effect on, or invalidate, any actions taken by the City and/or Vulcan in accordance with or in furtherance of the Development Agreement prior to the effective date of Amendment No. 1; and

c. Land use and development regulations for the Reliance II Landfill site shall be governed the Reliance II Specific Plan, as may be amended from time to time.

SECTION 5. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not

affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6. The City Clerk shall certify to the passage and adoption of this ordinance. ~~and forthwith prepare a certified copy of this ordinance to be submitted to the Court in compliance with the writs of mandate.~~

SECTION 7. 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.

PASSED, APPROVED AND ADOPTED this 10th day of March 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 755 was duly introduced by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, and was duly approved and adopted on second reading at its regular meeting held on the 10th day of March 2021, 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-1

AMENDMENT NO. 1
TO DEVELOPMENT AGREEMENT FOR
RELIANCE I QUARRY AND RELIANCE II LANDFILL

This **AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL ("Amendment No. 1")** is entered into as of _____, 2021, by and between the City of Irwindale, a municipal corporation (the "City"), and CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan"). The City and Vulcan may be referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. On September 24, 2008, the Parties entered into that agreement entitled "Development Agreement for Reliance I Quarry and Reliance II Landfill", which was recorded on December 2, 2008 as Instrument No. 2008-2118284 of Official Records (the "Agreement").

B. The Agreement governs excavation, mining-activity, reclamation, and development of the Reliance I Quarry site and Reliance II Landfill site, which are owned and operated by Vulcan.

C. Since the effective date of the Agreement, Vulcan conducted, and has now completed, reclamation of the Reliance II Landfill site.

D. On or about November 8, 2017, following the initiative process, the City Council adopted the Reliance II Specific Plan to establish the governing land use regulations for the development of the Reliance II Landfill site.

E. By this Amendment No. 1, the Parties desire to amend the Agreement to reflect that reclamation of the Reliance II Landfill site has been completed and development of the Reliance II Landfill site shall be governed by the land use regulations of the Reliance II Specific Plan; therefore, the Agreement shall have no further force or effect as to the Reliance II Landfill site.

TERMS

1. **Amendments to Agreement.** The Agreement is amended as provided herein:

a. From and after the effective date of Amendment No. 1, the Agreement is terminated regarding the Reliance II Landfill site and shall no longer have any force or effect as to the Reliance II Landfill site, which is more particularly legally described in Exhibit A hereto and depicted in Exhibit B.

b. The termination of the Agreement as to the Reliance II Landfill site shall have no effect on, or invalidate, any actions taken by the City and/or Vulcan in accordance with or in furtherance of the Agreement prior to the effective date of Amendment No. 1.

c. Land use and development regulations for the Reliance II Landfill site shall be governed the Reliance II Specific Plan, as may be amended from time to time.

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

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Vulcan each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

VULCAN:

CALMAT CO., a Delaware corporation,
dba VULCAN MATERIALS COMPANY,
WESTERN DIVISION

By:_____

Name:

_____

Title:

_____

PARCEL "A":

THAT PORTION OF LOT 3, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY BY THE NORTHERLY BOUNDARY OF PARCEL 1A OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "B":

THAT PORTION OF LOT 6, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED NORTHERLY BY THE CENTER LINE OF FOOTHILL BOULEVARD 100 FEET WIDE, AS PER DEED RECORDED IN BOOK 7154 PAGE 280 OF OFFICIAL RECORDS OF SAID COUNTY AND RECORDED IN BOOK 7134, PAGE 165 OF SAID OFFICIAL RECORDS.

PARCEL "C":

THAT PORTION OF LOT 7, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF PARCEL 1A OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "D":

THAT PORTION OF LOT 15, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY AND EASTERLY BY THE NORTHERLY AND WESTERLY BOUNDARIES OF PARCELS 1A AND 1H RESPECTIVELY OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH

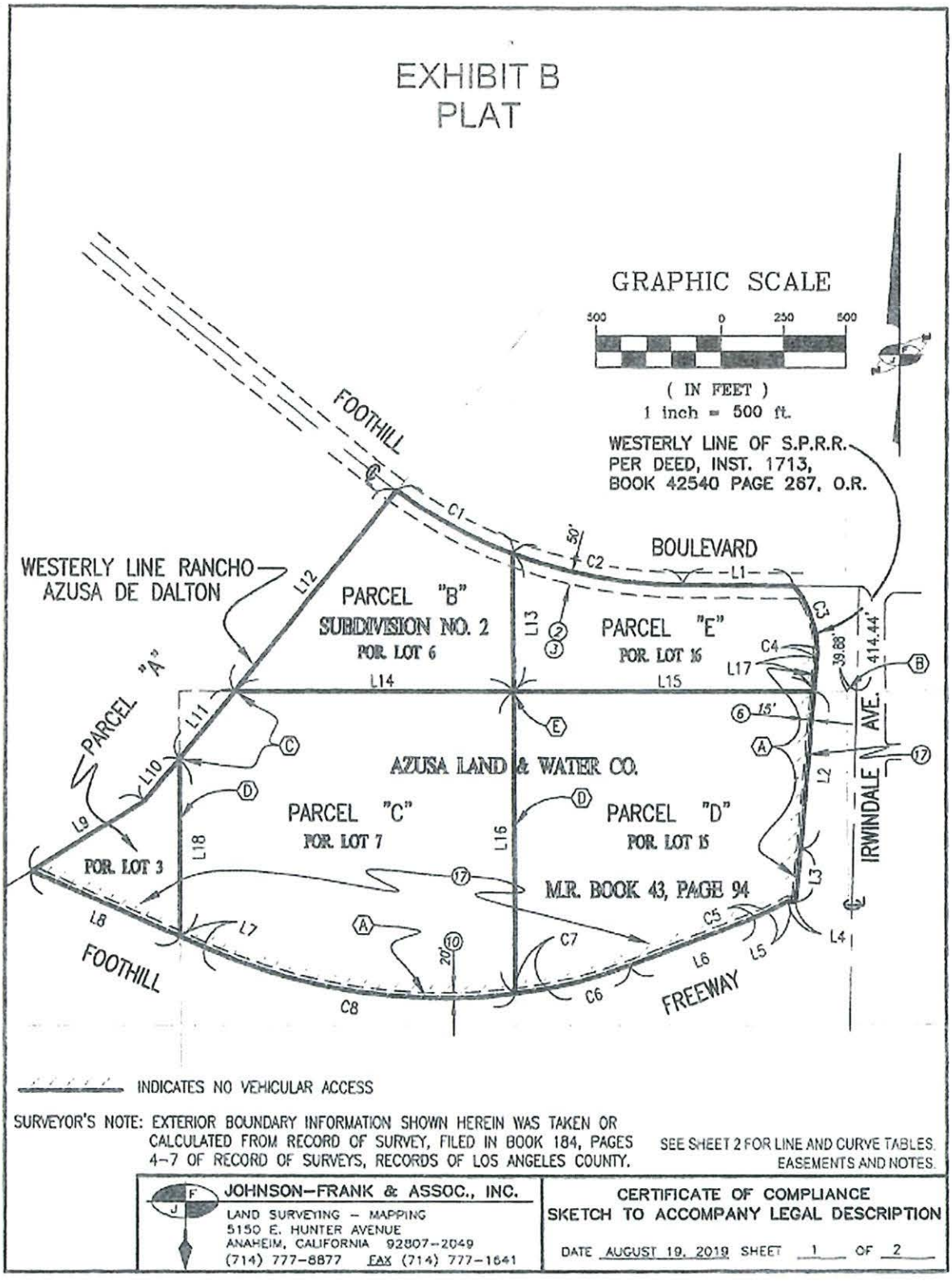
WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082, PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "E""

THAT PORTION OF LOT 16, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED NORTHERLY BY THE CENTER LINE OF FOOTHILL BOULEVARD 100 FEET WIDE, AS PER DEED RECORDED IN BOOK 7154, PAGE 280 OF OFFICIAL RECORDS OF SAID COUNTY AND RECORDED IN BOOK 7134, PAGE 165 OF OFFICIAL RECORDS OF SAID COUNTY, BOUNDED EASTERLY BY THE WESTERLY BOUNDARIES OF PARCEL 1H OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645, A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082, PAGE 240 OF SAID OFFICIAL RECORDS, AND ALSO BOUNDED EASTERLY BY THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO SOUTHERN PACIFIC RAILROAD COMPANY RECORDED AUGUST 25, 1953 AS INSTRUMENT NO. 1713, IN BOOK 42540, PAGE 267 OF SAID OFFICIAL RECORDS.

AFOREMENTIONED PARCELS "A," "B," "C," "D," AND "E," TAKEN AS A WHOLE, ARE DESCRIBED AND DEPICTED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 01-2019 RECORDED NOVEMBER 18, 2019 AS INSTRUMENT NO. 20191255285 OF OFFICIAL RECORDS.

EXHIBIT B
PLAT



SURVEYOR'S NOTE: EXTERIOR BOUNDARY INFORMATION SHOWN HEREIN WAS TAKEN OR CALCULATED FROM RECORD OF SURVEY, FILED IN BOOK 184, PAGES 4-7 OF RECORD OF SURVEYS, RECORDS OF LOS ANGELES COUNTY.

SEE SHEET 2 FOR LINE AND CURVE TABLES, EASEMENTS AND NOTES.

JOHNSON-FRANK & ASSOC., INC.
LAND SURVEYING - MAPPING
5150 E. HUNTER AVENUE
ANAHEIM, CALIFORNIA 92807-2049
(714) 777-8877 FAX (714) 777-1641

CERTIFICATE OF COMPLIANCE
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE AUGUST 19, 2019 SHEET 1 OF 2

Attachment B

AMENDMENT NO. 1
TO DEVELOPMENT AGREEMENT FOR
RELIANCE I QUARRY AND RELIANCE II LANDFILL

This **AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL ("Amendment No. 1")** is entered into as of _____, by and between the City of Irwindale, a municipal corporation (the "City"), and CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan"). The City and Vulcan may be referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. On September 24, 2008, the Parties entered into that agreement entitled "Development Agreement for Reliance I Quarry and Reliance II Landfill", which was recorded on December 2, 2008 as Instrument No. 2008-2118284 of Official Records (the "Agreement").

B. The Agreement governs excavation, mining-activity, reclamation, and development of the Reliance I Quarry site and Reliance II Landfill site, which are owned and operated by Vulcan.

C. Since the effective date of the Agreement, Vulcan conducted, and has now completed, reclamation of the Reliance II Landfill site.

D. On or about November 8, 2017, following the initiative process, the City Council adopted the Reliance II Specific Plan to establish the governing land use regulations for the development of the Reliance II Landfill site.

E. By this Amendment No. 1, the Parties desire to amend the Agreement to reflect that reclamation of the Reliance II Landfill site has been completed and development of the Reliance II Landfill site shall be governed by the land use regulations of the Reliance II Specific Plan; therefore, the Agreement shall have no further force or effect as to the Reliance II Landfill site.

TERMS

1. **Amendments to Agreement.** The Agreement is amended as provided herein:

a. From and after the effective date of Amendment No. 1, the Agreement is terminated regarding the Reliance II Landfill site and shall no longer have any force or effect as to the Reliance II Landfill site, which is more particularly legally described in Exhibit A hereto and depicted in Exhibit B.

b. The termination of the Agreement as to the Reliance II Landfill site shall have no effect on, or invalidate, any actions taken by the City and/or Vulcan in

accordance with or in furtherance of the Agreement prior to the effective date of Amendment No. 1.

c. Land use and development regulations for the Reliance II Landfill site shall be governed the Reliance II Specific Plan, as may be amended from time to time.

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

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Vulcan each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

VULCAN:

CALMAT CO., a Delaware corporation, dba
VULCAN MATERIALS COMPANY,
WESTERN DIVISION

By:_____

Name: _____

Title: _____

Exhibit A

PARCEL "A":

THAT PORTION OF LOT 3, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY BY THE NORTHERLY BOUNDARY OF PARCEL 1A OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "B":

THAT PORTION OF LOT 6, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED NORTHERLY BY THE CENTER LINE OF FOOTHILL BOULEVARD 100 FEET WIDE, AS PER DEED RECORDED IN BOOK 7154 PAGE 280 OF OFFICIAL RECORDS OF SAID COUNTY AND RECORDED IN BOOK 7134, PAGE 165 OF SAID OFFICIAL RECORDS.

PARCEL "C":

THAT PORTION OF LOT 7, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF PARCEL 1A OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "D":

THAT PORTION OF LOT 15, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY AND EASTERLY BY THE NORTHERLY AND WESTERLY BOUNDARIES OF PARCELS 1A AND 1H RESPECTIVELY OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082, PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

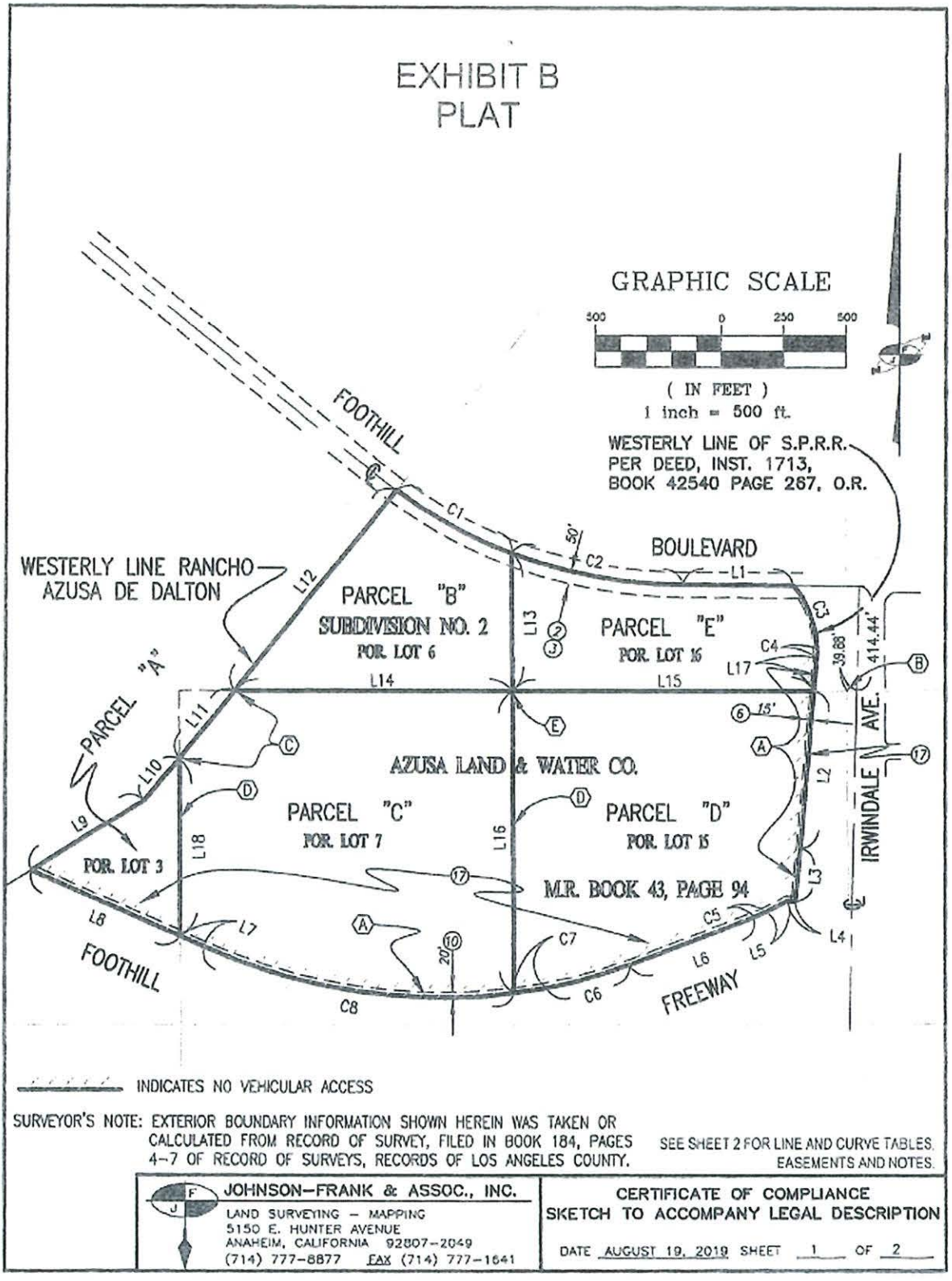
PARCEL "E""

THAT PORTION OF LOT 16, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED NORTHERLY BY THE CENTER LINE OF FOOTHILL BOULEVARD 100 FEET WIDE, AS PER DEED RECORDED IN BOOK 7154, PAGE 280 OF OFFICIAL RECORDS OF SAID COUNTY AND RECORDED IN BOOK 7134, PAGE 165 OF OFFICIAL RECORDS OF SAID COUNTY, BOUNDED EASTERLY BY THE WESTERLY BOUNDARIES OF PARCEL 1H OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO.

898 645, A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082, PAGE 240 OF SAID OFFICIAL RECORDS, AND ALSO BOUNDED EASTERLY BY THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO SOUTHERN PACIFIC RAILROAD COMPANY RECORDED AUGUST 25, 1953 AS INSTRUMENT NO. 1713, IN BOOK 42540, PAGE 267 OF SAID OFFICIAL RECORDS.

AFOREMENTIONED PARCELS "A," "B," "C," "D," AND "E," TAKEN AS A WHOLE, ARE DESCRIBED AND DEPICTED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 01-2019 RECORDED NOVEMBER 18, 2019 AS INSTRUMENT NO. 20191255285 OF OFFICIAL RECORDS.

EXHIBIT B
PLAT



INDICATES NO VEHICULAR ACCESS

SURVEYOR'S NOTE: EXTERIOR BOUNDARY INFORMATION SHOWN HEREIN WAS TAKEN OR CALCULATED FROM RECORD OF SURVEY, FILED IN BOOK 184, PAGES 4-7 OF RECORD OF SURVEYS, RECORDS OF LOS ANGELES COUNTY.

SEE SHEET 2 FOR LINE AND CURVE TABLES, EASEMENTS AND NOTES.

JOHNSON-FRANK & ASSOC., INC.
LAND SURVEYING - MAPPING
5150 E. HUNTER AVENUE
ANAHEIM, CALIFORNIA 92807-2049
(714) 777-8877 FAX (714) 777-1641

CERTIFICATE OF COMPLIANCE
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE AUGUST 19, 2019 SHEET 1 OF 2

ATTACHMENT C

REIMBURSEMENT AGREEMENT FOR OFF-SITE IMPROVEMENTS

THIS REIMBURSEMENT AGREEMENT FOR OFF-SITE IMPROVEMENTS (this "Agreement") is entered into this _____ day of _____, by and between the City of Irwindale, a municipal corporation (the "City"), and CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan"). The City and Vulcan may be referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. WHEREAS, Vulcan owns and previously operated the Reliance II Landfill, consisting of an 89.6-acre site located at 15990 Foothill Boulevard ("Reliance II Site") and owns and currently operates the Reliance I Quarry, consisting of a 124.2 -acre sand and gravel quarry located at 16001 Foothill Boulevard ("Reliance I Site"), both in the City of Irwindale, California .

B. WHEREAS, on June 11, 2008, the City Council adopted Resolution No. 2008-29-2301, conditionally approving Conditional Use Permit ("CUP") No. 7-06, the Reclamation Plan and Financial Assurances and Ordinance No. 627 conditionally approving Development Agreement No. 2-06, which all govern the excavation, mining-activity, reclamation, and development to the Reliance I Site and Reliance II Site.

C. WHEREAS, on September 24, 2008, the City Council adopted Resolution No. 2008-65-2337, granting final approval of CUP No. 7-06 and the Reclamation Plan.

D. WHEREAS, on November 8, 2017, following the initiative process, the City Council adopted Resolution No. 2017-88-2896, approving the Reliance II Specific Plan, to establish the governing land use regulations for the development of the Reliance II Site.

E. WHEREAS, since that time, Vulcan conducted, and has now completed, reclamation of the Reliance II Site, and is now preparing the Reliance II Site for development which shall be governed by the Reliance II Specific Plan.

F. WHEREAS, in January of 2021, Vulcan requested a Modification to CUP No. 7-06 to remove the Reliance II Site from approved CUP No. 7-06 and the Reclamation Plan to reflect completion and fulfillment of the reclamation obligations of Reliance II Site ("CUP Modification No. 01-2021").

G. WHEREAS, per the conditions of CUP No. 7-06, Vulcan is legally required, at its sole cost and expense, to construct certain off-site street improvements

and traffic signal modification further described in Section 1.1 (collectively, "Public Improvements"), which have not yet been completed.

H. WHEREAS, the Parties have determined that it would be more efficient for the City, rather than Vulcan, to carry out and pursue the design and construction of the Public Improvements, which cost is to be reimbursed to the City by Vulcan as provided herein.

I. WHEREAS, the Parties agree that, in addition to the actual costs of construction, the City shall be reimbursed by the Vulcan for all costs associated with the design, construction management, inspection, and related permit fees and costs associated with the Public Improvements.

J. WHEREAS, the Parties desire to enter into this Agreement for the following purposes: (i) to provide for the completion of the Public Improvements, (ii) to agree that the City shall carry out and pursue the construction of the Public Improvements, and (iii) to require Vulcan to be responsible for paying to the City all costs incurred for the completion of the Public Improvements.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

1. Public Improvement Obligations.

1.1. In connection to the Reliance II Site, Vulcan is required to complete the following Public Improvements:

(a) At the intersection of Foothill Boulevard and Irwindale Avenue, construct a 225 foot long right turn lane and a 100 foot merging lane for northbound traffic per City's Drawing No. A-1, attached hereto as Exhibit A and incorporated herein by reference.

(b) At the intersection of Foothill Boulevard and Irwindale Avenue, construct an 80 foot long right turn lane for westbound traffic per City's Drawing No. A-1, attached hereto as Exhibit A.

(c) At the intersection of Foothill Boulevard and Irwindale Avenue, construct a Traffic Signal Modification adding protected right turn phasing for eastbound and westbound traffic per City's Drawing No. A-1, attached hereto as Exhibit A.

1.2. The Public Improvements shall be designed and constructed to City standards and/or other applicable State and County standards. All Public Improvements shall be based on construction plans and specifications prepared by professional consultants retained by the City.

1.3. The Parties agree that the City, rather than Vulcan, shall initiate and pursue to completion, the design and construction of the Public Improvements, and Vulcan agrees to reimburse the City for all costs and expenses for the design, construction, construction management, inspection, and related permit fees and costs of the Public Improvements (collectively, "Public Improvement Costs").

2. Public Improvement Costs. Vulcan agrees to reimburse the City for all Public Improvement Costs.

2.1. The estimated total cost of the Public Improvements is **one million eight hundred forty-four thousand one hundred fifty-eight dollars** ($1,844,158), which includes anticipated costs of actual construction, a ten percent (10%) fee for the design of the Public Improvements, a three percent (3%) fee for permit costs and fees, a two percent (2%) project administration fee, a five percent (5%) inspection fee and a twenty percent (20%) contingency ("Estimated Public Improvement Costs"). Preliminary cost estimate sheets, itemizing the Estimated Public Improvement Costs, are attached hereto as Exhibit "B" and incorporated herein by reference (collectively, "Preliminary Cost Estimates").

2.2. Vulcan understands that Estimated Public Improvement Costs are an estimate of the actual cost, and there may be an increase in the cost of the Public Improvements including, but not limited to, an increase in prevailing wages at the time the Public Improvements are constructed. Such additional costs of the Public Improvements shall be borne by Vulcan, and shall be fully reimbursed to the City by Vulcan. Notwithstanding the foregoing, the City shall make diligent efforts to construct the Public Improvements in a cost effective and efficient manner.

2.3. Within thirty (30) days of the City's approval of this Agreement, Vulcan shall pay to the City a lump sum deposit in the full amount stated in Section 2.1 of this Agreement("Initial Deposit"), which deposit represents the City's best estimate of Vulcan's ultimate obligation hereunder with respect to the Public Improvement Costs. On receipt of the Initial Deposit, the City shall deposit such amount in an interest bearing account at a reputable bank or other financial institution and hold both the Initial Deposit and all accrued interest thereon for Vulcan's account pursuant to this Agreement.

2.4. If the City subsequently determines that the Initial Deposit and accrued interest are insufficient, which determination shall be based on the actual Public Improvement Costs incurred by the City hereunder, then upon receipt of twenty (20) days written notice from the City, Vulcan shall pay the City a lump sum deposit in the amount reasonably estimated by the City to be sufficient to cover the excess (each a "Supplemental Deposit"; collectively with Initial Deposition, "Deposits"). If Vulcan does not pay the Initial Deposit per Section 2.2 above or any Supplemental Deposit when required under this Section 2.3. to the City, work on the Public Improvements shall be suspended until the applicable Initial or Supplemental Deposit is made to the City.

2.5. The City shall provide Vulcan with a bi-annual accounting of the City's use of the Deposits to pay Expenses during the term of this Agreement.

2.6. The City shall refund to Vulcan any amount of Deposits that remain unexpended at the completion of the Public Improvements as well as provide Vulcan with a final accounting of the City's use of the Deposits.

3. Alternative Public Improvements. The Public Improvements require the dedication to the City of appropriate rights-of-way in real property not owned by the City or Vulcan to allow for the construction or installation of the Public Improvements. In the event the City is unable to acquire the required dedication after making diligent, good faith efforts to do so, (a) the City shall be under no obligation to consider undertaking any eminent domain proceeding, or to initiate any eminent domain proceedings, and (b) the Parties agree that the City may determine and require alternative public improvements to address the efficiency of the subject intersection of the Public Improvement ("Alternative Public Improvements") and Vulcan shall be required to reimburse the City for all costs and expenses incurred by any Alternative Public Improvements to a maximum amount of the Deposits. The provisions of this Agreement that apply to the Public Improvements shall also apply to the Alternative Public Improvements, and the Parties agree to amend this Agreement to incorporate the Alternative Public Improvements as part of this Agreement.

4. Term. This Agreement commences upon execution by both Parties ("Effective Date") and terminates on the date the Public Improvements are completed and fully paid for by Vulcan, or in the event Alternative Public Improvements are required, on the date the Alternative Public Improvements are completed and fully paid for by Vulcan.

5. Indemnification. In light of this Agreement replacing CUP No. 7-06 and the Development Agreement No. 2-06, Vulcan shall defend, indemnify and hold harmless the City, its agents, officers, consultants and employees from any claim, action or proceeding against the City or its agents, officers, consultants or employees to attack, set aside, void or annul any approval of the City, its legislative body, Planning Commission, or other advisory agencies, or administrative officers concerning this Agreement, CUP No. 7-06, CUP Modification No. 01-2021, Development Agreement No. 2-06, Amendment No. 1 to Development Agreement No. 02-06, Reclamation Plan, and related approvals, or for any damage to persons or property, losses, costs, penalties, obligations, or liabilities arising out of or in connection with Vulcan's acts or omission on the Reliance II Site, whether or not such act or omission resulted or was undertaken pursuant to this Agreement, CUP No. 7-06, CUP Modification No. 01-2021, Development Agreement No. 2-06, Amendment No. 1 to Development Agreement No. 02-06, Reclamation Plan, and related approvals. The City will promptly notify Vulcan of any such claim, action or proceeding against the City and Vulcan will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for the defense of the matter by the City Attorney. The City may retain other counsel, but only with the consent of Vulcan, and such consent shall not be unreasonably withheld. The City shall cooperate fully in the defense of any such action.

If the City fails to notify Vulcan in a timely manner of any such claim, action or proceeding, so that the City's and/or Vulcan's rights are prejudiced, Vulcan shall not, thereafter, be responsible to defend, indemnify or hold harmless the City. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without Vulcan's consent as to the City's liabilities or rights only, but the City will enter into good faith discussions with Vulcan prior to settling or abandoning the matter. Should the City settle (with Vulcan's prior consent, which shall not be unreasonably withheld) or abandon the matter, the City shall waive the indemnification herein, except, the City's decision to settle or abandon the matter following an adverse judgment or failure to appeal shall not cause a waiver of the indemnification rights herein. At the time of the execution of this Agreement, the City has no actual knowledge of any pending or threatened claim which would result in indemnification under this condition.

5.1. Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole or gross negligence or willful misconduct of the City, its officers, agents, or employees, who are directly responsible to the City.

5.2. Additional Coverage. Without limiting the generality of the foregoing, said indemnity shall include any liability arising by reason of:

(a) Any claim made related to CUP Modification No. 01-2021 and Amendment No. 1 to the Development Agreement No. 2-06;

(b) Any claim made by any occupant, subtenant, assignee, employee, agent, visitor, invitee, or user of any portion of the Reliance II Site;

(c) Any accident or other occurrence in or on the Reliance II Site causing injury to any person or property whatsoever;

(d) Any failure of Vulcan to comply with performance of all of the provisions of this Agreement;

(e) Vulcan's failure to prevent any employee or any invitee or any other person from entering upon or remaining in any place upon the Reliance II Site which is not safe and does not comply with all laws pertaining thereto as they may now or hereafter exist; or

(f) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the Reliance II Site, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

5.3. Loss and Damage. The City shall not be liable for any damage to property of Vulcan or of others located on the Reliance II Site, nor for the loss of or damage to any property of Vulcan or of others by theft or otherwise. The City shall

not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Reliance II Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Reliance II Site, or by any other cause of whatsoever nature.

5.4. Period of Indemnification. The obligations for indemnity under this Section 5 shall begin upon the Effective Date and shall terminate upon termination of this Agreement, provided that indemnification shall apply to all claims or liabilities arising during that period even if asserted at any time thereafter.

6. General Provisions.

6.1. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their predecessors; successors; assigns; past, present, or future affiliated and related entities; officers; members; agents; employees; and representatives.

6.2. Notices. Any notices, bills or invoices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Original to City:
City of Irwindale
Attention: City Manager
5050 N. Irwindale
Avenue
Irwindale, CA 91706

With Copy to:
Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
Attn: Adrian R. Guerra

Vulcan:
CALMAT CO., a Delaware corporation,
dba VULCAN MATERIALS
COMPANY, WESTERN
DIVISION

Attention: Michael Linton
500 N. Brand Boulevard,
Suite 500
Glendale, CA 91203

With Copy To:

Gresham Savage Nolan & Tilden
550 E. Hospitality Lane, Suite 300
San Bernardino, CA 92408
Attn: Mark A. Ostoich

6.3. Integration. This Agreement constitutes the complete and final agreement of the parties with respect to the subject matters referred to in this Agreement. This Agreement supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, and representations of every nature whatsoever with respect to the subject matters referred to in this Agreement, all of which have become merged and finally integrated into this Agreement.

6.4. Incorporation of Attachments. All recitals and attachments to this Agreement, including all Exhibit(s) referenced herein, and all subparts thereto, are incorporated herein by this reference.

6.5. Modification. Any modification of this Agreement must be in writing and signed by all parties. No oral modifications shall be effective to vary or alter the terms of this Agreement.

6.6. No Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Developer without the written consent of the City.

6.7. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

6.8. Severability. If any provision or any part of any provision of this Agreement shall, for any reason, be held invalid, unenforceable, or contrary to public policy or law, the remainder of this Agreement shall not be affected thereby, and shall continue to be value and enforceable.

6.9. Counterparts. This Agreement may be executed in counterparts, including true and accurate copies of the original, all of which, when taken together, shall be deemed one original agreement. Any executed copy shall not be binding upon any party until all parties have duly executed a copy of this Agreement. Facsimile or electronic signatures may be used in place of original signatures. The Parties intend to be bound by the signatures on any facsimile or electronic document and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature; provided, however, that the Parties hereby agree to execute and provide to each other original signatures, upon request made by either Party to the other.

6.10. Litigation. In the event that either party shall commence any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. This Agreement shall be governed by and interpreted under the laws of the State of California.

6.11. Waiver of Terms. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

The parties have executed this Agreement on the day and year first above written.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and Vulcan have caused this Agreement to be executed the day and year first above written.

"CITY"

CITY OF IRWINDALE, a municipal corporation

_____
H. Manual Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

"VULCAN":

CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WESTERN DIVISION

By:_____

Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

EXHIBIT A

PUBLIC IMPROVEMENT OBLIGATIONS

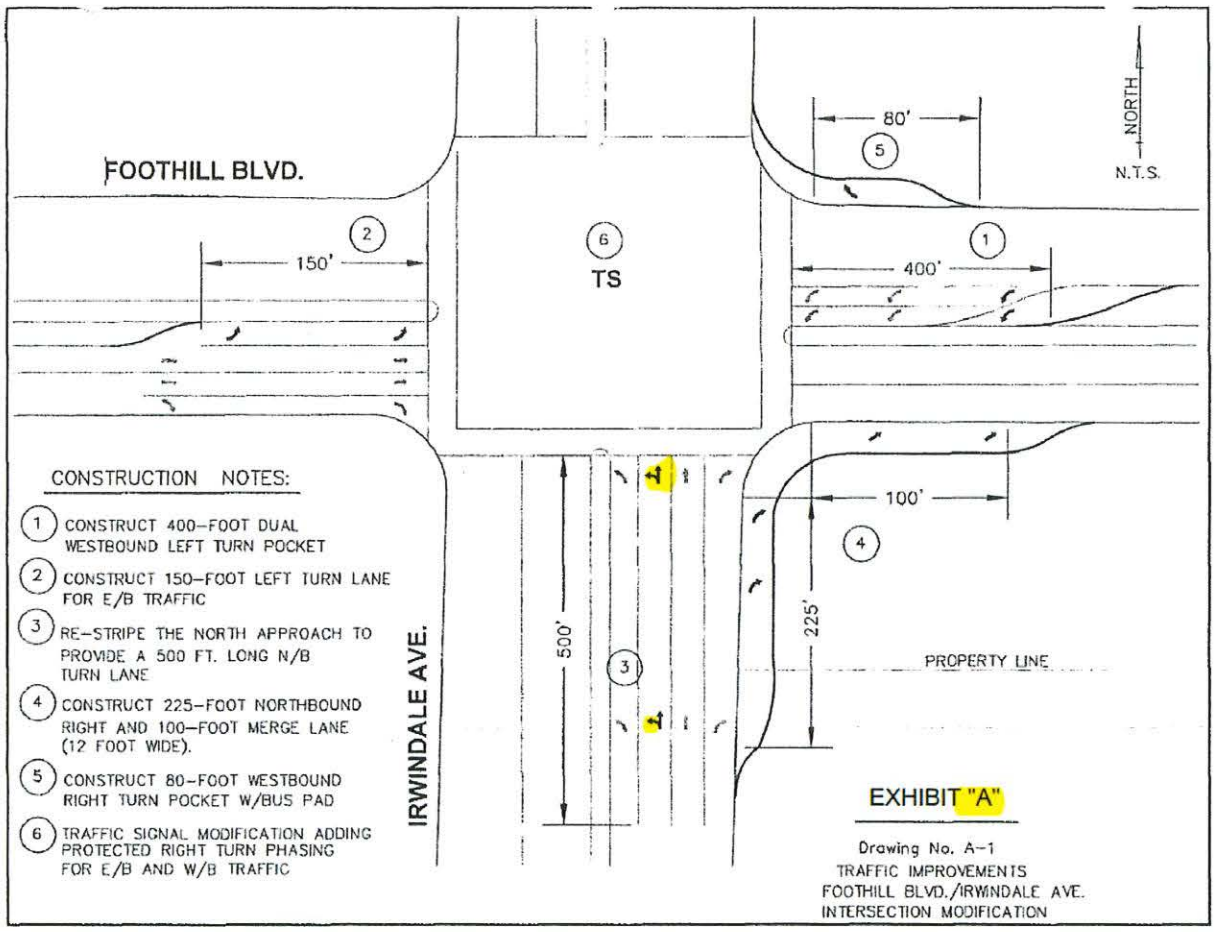


EXHIBIT B

Preliminary Cost Estimates of Public Improvements

Vulcan - Irwindale Ave. & Foothill Blvd Intersection
Cost Estimate For Outstanding Street Improvements

TOTAL COST ESTIMATE FOR OUTSTANDING STREET IMPROVEMENTS FOR IRWINDALE AVE/FOOTHILL BLVD

IMPROVEMENT ITEMS NO. 4, 5, 6		
ITEM NO.	DESCRIPTION	ESTIMATED COST
1	IMPROVEMENT #4: RIGHT TURN POCKET - IRWINDALE AVE	$1,236,788
2	IMPROVEMENT #5: RIGHT TURN POCKET - FOOTHILL BLVD	$403,536
3	IMPROVEMENT #6: TRAFFIC SIGNAL	$203,834
	TOTAL:	**$1,844,158**

Vulcan Irwindale - Irwindale Ave. Right-Turn Pockets
Cost Estimate For Street Improvements

PRELIMINARY COST ESTIMATE STREET IMPROVEMENTS FOR RIGHT-TURN POCKET ON IRWINDALE AVE

IMPROVEMENT ITEM NO. 4					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	8" Curb & Gutter	610	LF	$32	$19,520
2	Sidewalk (5' Wide)	2,330	SF	$10	$23,300
3	Pavement (Including Sub-Base)	6,980	SF	$10	$69,800
4	Pavement Removal	4,150	SF	$12	$49,800
5	Landscaped Area	1,100	SF	$10	$11,000
6	Utility Relocation	1	LS	$25,000	$25,000
7	Traffic Signs/Striping	1	LS	$10,000	$10,000
8	Relocate Utility Pole (Connect to Aluminum Pole)	1	LS	$600,000	$600,000
9	Miscellaneous	1	LS	$75,000	$75,000
				Subtotal:	**$883,420**
				Design (10%):	**$88,342**
				Permits & Fees (3%):	**$26,503**
				Project Administration (2%):	**$17,668**
				Inspection (5%):	**$44,171**
				Contingency (20%):	**$176,684**
				TOTAL:	**$1,236,788**

EXHIBIT B (con't)

Preliminary Cost Estimates of Public Improvements

Vulcan Irwindale - Foothill Blvd. Right-Turn Pockets
Cost Estimate For Street Improvements

PRELIMINARY COST ESTIMATE
STREET IMPROVEMENTS FOR RIGHT-TURN POCKET ON FOOTHILL BLVD

IMPROVEMENT ITEM NO. 5					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	8" Curb & Gutter	270	LF	$32	$8,640
2	Sidewalk (5' Wide)	1,040	SF	$10	$10,400
3	Pavement (Including Sub-Base)	2,420	SF	$10	$24,200
4	Pavement Removal	1,500	SF	$12	$18,000
5	Landscaped Area	700	SF	$10	$7,000
6	Utility Relocation	1	LS	$10,000	$10,000
7	Traffic Signs/Striping	1	LS	$5,000	$5,000
8	Relocate Utility Pole	1	LS	$150,000	$150,000
9	Miscellaneous	1	LS	$55,000	$55,000
				Subtotal:	**$288,240**
				Design (10%):	**$28,824**
				Permits & Fees (3%):	**$8,647**
				Project Administration (2%):	**$5,765**
				Inspection (5%):	**$14,412**
				Contingency (20%):	**$57,648**
				TOTAL:	**$403,536**

Vulcan Irwindale - Traffic Signal Modification
Cost Estimate For Street Improvements

PRELIMINARY COST ESTIMATE
TRAFFIC SIGNAL MODIFICATION AT INTERSECTION OF FOOTHILL BLVD. & IRWINDALE AVE.

IMPROVEMENT ITEM NO. 6					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	Traffic Signal Modification	1	LS	$145,596	$145,596
				Subtotal:	**$145,596**
				Design (10%):	**$14,560**
				Permits & Fees (3%):	**$4,368**
				Project Administration (2%):	**$2,912**
				Inspection (5%):	**$7,280**
				Contingency (20%):	**$29,119**
				TOTAL:	**$203,834**

CC Item 1D

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

City of IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Second Reading for the following Ordinances:

Ordinance No. 752 and Ordinance No. 753

City Manager's Recommendation:

That the City Council adopt on second reading the following Ordinances for the Materials Recovery Facility and Transfer Station (MRF/TS) project:

1. Ordinance No. 752 entitled **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 8.20.370 OF THE IRWINDALE MUNICIPAL CODE REGARDING SOLID WASTE FRANCHISES, AMENDING CHAPTERS 17.56 AND 17.58 OF THE CITY OF IRWINDALE MUNICIPAL CODE REGARDING MATERIAL RECOVERY FACILITIES IN THE M-2 (HEAVY MANUFACTURING) ZONE AND ADDING SECTION 17.56.025 REGARDING DISTANCE REQUIREMENTS FOR ALCOHOL BEVERAGE ESTABLISHMENTS"**

   And

2. Ordinance No. 753 entitled **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 02-2016 WITH ATHENS SERVICES TO ALLOW THE CONSTRUCTION AND OPERATION OF A MATERIALS RECOVERY FACILITY AND TRANSFER STATION, CONVENIENCE STORE AND PUBLIC GAS STATION ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911), AND MAKING FINDINGS IN SUPPORT THEREOF**

Administrative Action:

Submitted & Prepared by:

Marilyn Simpson, Community Development Manager/City Planner
(626) 430-2209

Marilyn Simpson

Reviewed by: **Electronically reviewed**

Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer **Electronically reviewed**

Approved by:

William K. Tam, City Manager

Background and Analysis:
At its meeting of February 24, 2021, the City Council introduced the above Ordinances for first reading. Ordinance No. 752 for Zone Ordinance Amendment No. 04-2016 is regarding material recovery facilities and distance requirements for alcohol beverage establishment conditional use permits. Ordinance No. 753 for Development Agreement No. 02-2016 is to allow the developer to enter into a development agreement with the City of Irwindale to construct and operate a Materials Recovery Facility and Transfer Station (MRF/TS) with a convenience store and public gas station.

The ordinances are attached and it would be in order to adopt Ordinance Nos. 752 and 753 on second reading for the MRF/TS project.

Fiscal Impact:
The project is a private development fully funded by the developer. The Disposition and Development Agreement and the Development Agreement provide financial details outlining off-site improvements and other applicant financial obligations to the City.

Section 232 of the DDA stipulates the purchase price for this property at $10,210,000. This property is owned by the Successor Agency, and therefore proceeds from the sale of the property will be accounted for in the Successor Agency funds. Successor Agency funds are reported to the State Department of Finance and Los Angeles County for redistribution. The City's General Fund will then receive approximately 10% ($1,021,000) of these proceeds in the form of Residual Revenue distributed from County over the next couple of years.

Attachments
A: Ordinance No. 752 for Zone Ordinance Amendment No. 04-2016
B: Ordinance No. 753 for Development Agreement No. 02-2016

ATTACHMENT "A"

ORDINANCE NO. 752

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 8.20.370 OF THE IRWINDALE MUNICIPAL CODE REGARDING SOLID WASTE FRANCHISES, AMENDING CHAPTERS 17.56 AND 17.58 OF THE CITY OF IRWINDALE MUNICIPAL CODE REGARDING MATERIAL RECOVERY FACILITIES IN THE M-2 (HEAVY MANUFACTURING) ZONE AND ADDING SECTION 17.56.025 REGARDING DISTANCE REQUIREMENTS FOR ALCOHOL BEVERAGE ESTABLISHMENTS

A. RECITALS.

WHEREAS, the City of Irwindale, 5050 Irwindale Avenue, Irwindale, CA 91706, the Applicant, has made a request for Zone Ordinance Amendment No. 04-2016 (ZOA) to the Irwindale Municipal Code (IMC) regarding material recovery facilities and distance requirements for alcohol beverage establishment conditional use permits (CUPs), which will affect properties Citywide;

WHEREAS, the City, through this ordinance, wishes to amend the Municipal Code to allow a Materials Recovery Facility as a permitted use in the M-2 Zone, and to modify the distance requirements for alcohol beverage establishments; and

WHEREAS, on January 20, 2021, the Planning Commission conducted a duly noticed public hearing, as required by law, and approved Resolution No. 792(17) recommending that the City Council approve the Zone Ordinance Amendment; and

WHEREAS, on February 24, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application, including this Ordinance; and

WHEREAS, on March 10, 2021, the City Council duly approved and adopted on second reading, Ordinance No. 755; and

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

B. ORDINANCE.

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

SECTION 1. The 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. The City Council hereby specifically finds and determines that the project, as proposed, and including the Zone Ordinance Amendment, has been adequately analyzed in the 2020 Final Environmental Impact Report (2020 FEIR) (SCH#2013051029). In making this determination, the City Council, as Lead Agency, has reviewed and considered the information in the 2020 FEIR, the written and oral testimony provided to the City, and the remainder of the administrative record for the project. The

City Council has separately certified, via City Council Resolution No. 2021-08-3270 that the 2020 FEIR has been completed in compliance with the California Environmental Quality Act (Pub. Resource Code, § 21000 et seq.), reflects the City of Irwindale's independent judgment and analysis, and that all mitigation measures available to reduce to the project's impacts to the extent feasible have been adopted in the project's Mitigation Monitoring and Reporting Program. The City Council has also separately adopted a Statement of Overriding Considerations and CEQA Findings of Fact, attached as Exhibit A to Resolution 2021-08-3270. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program were posted on the City's website.

SECTION 3. Section 8.20.370 of the Irwindale Municipal Code is removed and replaced to read, in its entirety, as follows:

"8.20.370 - Right to grant franchise.

A. In order to protect public health, safety, and welfare, to control pest and nuisance vectors and to carry out the mandatory duties imposed on the city by the State of California, the city council may authorize one or more contractors to make arrangements with generators of solid waste for the collection, transportation, recycling and disposal of solid wastes within and throughout the city. To this end, the city council, subject to all applicable state laws, specifically retains the right to grant a limited, non-exclusive or exclusive franchise or franchises for the (i) collection of solid waste from any residential unit or commercial premises, and/or (ii) operation of a Material Recovery Facility/Transfer Station (as such term is defined in Section 17.56.070).

B. No solid waste enterprise or other person shall undertake the (i) collection of solid waste from any residential unit or commercial premises, and/or (ii) operation of a Material Recovery Facility/Transfer Station (as such term is defined in Section 17.56.070) without first obtaining a franchise granted by the city council, in writing, naming the contractor. Any specific exceptions to the foregoing franchise requirement may be designated in the city's duly-adopted franchise contract.

C. The term of each franchise shall be set forth in the franchise agreement. A reasonable franchise fee shall be included within every franchise granted pursuant to this chapter. The amount and payment thereof shall be determined by the city council, and shall be set forth in the franchise agreement. A penalty for late payments may be imposed.

D. A grant of franchise pursuant to this Section shall be made in the discretion of the city council and consistent with Irwindale City Charter Section 608."

SECTION 4. Section 17.56.025 is added to the Irwindale Municipal Code to read, in its entirety, as follows:

"17.56.025 – Uses requiring a development agreement.

The uses listed below shall be allowed in the M-2 zone with either (A) a conditional use permit, or (B) a development agreement that (i) meets the requirements of Government Code sections 65864-65869.5, and (ii) includes development standards that ensure the public's health, safety and welfare and that any development is consistent with the City's General Plan and any other applicable land use plan(s):

1. Material Recovery Facility/Transfer Station, if said facility is also approved in conjunction with a franchise agreement granting a limited, non-exclusive or exclusive franchise for operation of said Material Recovery Facility/Transfer Station.
2. (Reserved).

When a use is allowed by development agreement or conditional use permit in this Section, all ancillary uses can be approved by such development agreement or conditional use permit so long as appropriate and required findings can be made. Approval of a development agreement pursuant to this Section shall also qualify as an entitlement approval equivalent to that of approval of a conditional use permit, and shall be treated as a conditional use permit approval, for the purposes of any other provisions of this Title 17. Nothing in this section is intended to limit other uses that may be included in a development agreement as otherwise allowed in Sections 17.56.010 and 17.56.020 for the M-2 zone."

SECTION 5. Section 17.56.030, at Subsection A, of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~), with all provisions of Subsections B and C remaining unmodified and in full effect

17.56.030 - Limitation on permitted uses.

Every use permitted in the M-2 zone shall be subject to the following limitations:

A. Unless a specific provision of this Chapter 17.56 authorizes lesser setback requirements, the following general requirements apply. When an M-2 lot fronts or sides upon a street, public or private, when adjacent to residential and agricultural zones, there shall be maintained front and side yards of not less than fifty feet in depth along such thoroughfare. When an M-2 lot fronts or sides upon a street, public or private, when adjacent to commercial and M zones, there shall be maintained front and side yards of not less than twenty feet in depth along such thoroughfare. A landscaping area, not less than twenty feet in width, shall be maintained along all street frontage of such lots. The following accessory uses shall be permitted in such front or side yard areas:

1. Landscaping;

2. Passenger vehicle parking (only if surfaced in such manner as to eliminate dust or mud);

3. Employees' recreational area without structures;

4. An ornamental, open type fence, not over eight feet in height, made of material such as woven wire, wood, welded wires, chain link, or wrought iron.

5. Utility or other easements.

. . . ."

SECTION 6. Section 17.56.070 of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~):

"17.56.070 - Recycling facilities—Definitions.

For the purpose of carrying out the purpose of this code, the words, phrases and terms included in this title shall have the meaning ascribed to them in this chapter. The use of the terms "collection facilities" or "processing facilities" herein, whether large or small, shall not apply to ~~either (i) materials recovery facilities and transfer stations (MRF/TS), which are facilities operated by a city-franchised waste hauler for the recovery of recyclable materials from the municipal waste stream, including its city-approved related or incidental uses~~; (ii) auto dismantling/recycling facilities or junk/salvage/scrap yards; (iii) asphalt plants; (iii~~v~~) concrete plants; (iv) concrete product manufacturing,(v~~i~~) rubberized materials/tire recycling and (vi~~i~~) landfills.

A. Large Collection Facilities. A center for the acceptance by donation, redemption or purchase of recyclable materials from any person. Such a facility uses power driven processing equipment. Large collection facilities have storage areas that occupy more than five hundred square feet.

B. Large Processing Facilities. A facility used for the collection and processing of recyclable materials that occupies twenty-five thousand square feet or more of gross collection, processing and storage area.

C. Small Collection Facilities. A center for the acceptance by donation, redemption or purchase of recyclable materials from the public. Such a facility does not use power driven processing equipment. Small collection facilities have storage areas that occupy no more than five hundred square feet.

D. Small Processing Facilities. Same as large processing facility, but occupies twenty-four thousand nine hundred ninety-nine square feet or less of gross collection, processing and storage area.

E. Material Recovery Facilities/Transfer Stations (MRF/TS). Facilities operated by a city-franchised waste hauler for the recovery, processing and/or transfer of recyclable materials, refuse and solid waste from the municipal waste stream, including its city-approved related or incidental uses."

SECTION 7. Section 17.56.090 of the Irwindale Municipal Code is amended to add a new subsection C to read as follows, with all provisions of Subsections A and B remaining unmodified and in full effect:

"17.56.080 - Recycling facilities—Criteria and standards.

. . . .

C. Material Recovery Facilities/Transfer Stations (MRF/TS).

1. Must be approved by development agreement and limited, non-exclusive or exclusive franchise agreement, pursuant to which additional standards beyond those required in this subsection C may apply.

2. Any storage containers or other equipment or materials must be stored in a manner so as to be adequately screened from the public right of way.

3. Any storage container must be located a minimum of ten feet from any property line.

4. Containers must be constructed and maintained with durable waterproof and rustproof materials, adequately painted and maintained in good condition.

5. Sufficient parking for operator's commercial and employee vehicles, as well as visitor parking, in the amount required per Section 17.64 shall be provided.

6. Must have all applicable permits from the California Department of Conservation and meet the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986.

7. The facility shall be clearly marked with the name and telephone number of the facility operator and the hours of operation. Identification and informational signs shall be subject to the sign standards applicable to the zone in which the facility is located. Onsite directional signs, bearing no advertising message, may be installed with the approval of the planning director, if necessary, to facilitate traffic circulation or if the facility is not visible from the public right-of-way. Directional signs shall include the city's logo.

8. The City of Irwindale must receive the source credit for the collections and processing.

9. No hazardous materials, including but not limited to, automotive fluids shall be permitted on site. Any hazardous materials inadvertently

introduced into the site shall be disposed of immediately per state law requirements.

10. The facility is subject to annual inspections by the city to verify compliance with approved conditions of approval and applicable law.

11. The facility must submit reports for yearly disposal and diversion amounts to be reviewed by the planning department and finance department. Diversion activities must be in accordance with all applicable federal, state and local requirements.

12. The facility is required to obtain a city business license.

13. Except for small quantities of CRV materials, if warranted as determined by the community development director and in accordance with state law requirements, the facility will be required to maintain a customer log; at which time the customer must show valid identification, such as a state issued driver's license, identification card and/or thumb print where applicable.

14. All portions of the lot, other than approved landscaping areas, shall be paved.

15. Adequate security measures shall be established, including but not limited to, cameras with recording capabilities, motion sensors and lighting.

16. Any request for expansion of an existing facility requires a modification of the previously approved development agreement or conditional use permit, unless such modification meets criteria for minor modifications per the development agreement or conditional use permit conditions.

17. Hours of operation shall be established in the development agreement or conditional use permit.

18. Minor repairs shall be permitted for fleet vehicles and machinery only. All repairs must be done within an enclosed building or shielded from the public right of way and be limited to oil changes, tire changes and the like.

19. Recycling activities must be in accordance with all applicable federal, state and local requirements.

20. Minimum landscaping requirements shall be per the approved site plan and shall not be subject to the minimum requirements otherwise applicable in the M-2 zone.

21. Must comply with all applicable environmental mitigation measures at all times, including odor and noise, and promptly and adequately address all complaints received from the general public and report same to the community development director within 48 hours.

22. To the extent a duly-approved development agreement or conditional use permit contains terms or conditions more specific than the

ones contained in this Section or elsewhere in the Code, the more specific terms shall control."

SECTION 8. Section 17.56.020 of the Irwindale Municipal Code is amended to add the following numbered item to the list of uses requiring a conditional use permit: "43. Material Recovery Facilities/Transfer Stations (MRF/TS), conditional use permit or development agreement, if said facility is also approved in conjunction with a franchise agreement and subject to all requirements of Section 17.56.025". Other provisions of Section 17.56.020 shall remain unchanged.

SECTION 9. Subsection A of Section 17.58.040 of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~):

"A conditional use permit shall not be issued to a proposed on-sale or off-sale alcoholic beverage establishment if the proposed establishment would be located within three hundred feet from another such establishment or any residential use, church or other place of worship, or hospital; or within one thousand feet from an educational institution, nursery school, day camp, day care center, public park, or playground, as such distances are measured from the closest property line of each use. Notwithstanding any provision in this chapter to the contrary, an "existing deemed approved alcoholic beverage establishment" which is seeking to obtain a conditional use permit shall not be required to comply with these distance requirements as part of the conditional use permit process. In addition, these distance requirements shall not apply to the location of any proposed on-sale or off-sale alcoholic beverage establishment within a bona fide restaurant or specialty food store as such terms are defined in Section 17.58.020.

The minimum distance requirement provided in this section may be waived by the development services director or the decision-making body, if in his/her/its reasonable judgment, it is determined that a substantial physical obstruction or barrier exists, such that it is practically infeasible for an individual to travel the distance (including by foot, bicycle or vehicle) as measured by property lines and the actual distance travelled would in reasonable likelihood be in excess of the minimum distance requirement. The substantial physical obstruction or barrier may be natural or man-made, provided it existed before submission of the application for the conditional use permit or development agreement. Examples of types of physical obstructions or barriers that may support a waiver include but are not limited to, restricted access highways or freeways, rivers or creeks, stormwater channels, large embankments or soundwalls."

SECTION 10. The documents and materials that constitute the record of proceedings upon which this Ordinance has been based are located at 5050 N. Irwindale Avenue, Irwindale, California. The custodian for these records is the

Community Development Manager. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION 11. 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 12. The Chief Deputy City Clerk shall:

a. Certify to the adoption of this Ordinance; and

b. Forthwith transmit a certified copy of this Ordinance, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 10th day of March 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 752 was duly introduced by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, and was duly approved and adopted on second reading at its regular meeting held on the 10th day of March 2021, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT "B"

ORDINANCE NO. 753

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 02-2016 WITH ATHENS SERVICES TO ALLOW THE CONSTRUCTION AND OPERATION OF A MATERIALS RECOVERY FACILITY AND TRANSFER STATION, CONVENIENCE STORE AND PUBLIC GAS STATION ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911), AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

WHEREAS, Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has made a request to enter into a Development Agreement (Application) with the City of Irwindale to construct and operate a Materials Recovery Facility and Transfer Station (MRF/TS) with a convenience store and public gas station on a property located at 2200 Arrow Highway – APN 8535-001-911. The proposed Development Agreement (DA No. 02-2016) is attached hereto as Attachment 1 and incorporated herein; and

WHEREAS, The Property is located on a 17.22-acre parcel on the south side of Arrow Highway. The convenience store will be approximately 2,587 square feet and there will be eight gas or diesel pumps on an island with an overhead canopy. The convenience store will sell beer and wine. The Subject Property is zoned M-2 (Heavy Manufacturing); and

WHEREAS, the City, through this ordinance, wishes to adopt Development Agreement No. 02-2016 for the MRF/TS Project; and

WHEREAS, all the requirements of CEQA, the State CEQA Guidelines, and the City of Irwindale's Local CEQA Guidelines have been satisfied by the City in the 2020 FEIR, which is sufficiently detailed such that all of the potentially significant effects of the Project have been adequately evaluated; and

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

B. ORDINANCE.

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

SECTION 1. The 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. The City Council hereby specifically finds and determines that the Project, as proposed, and including Development Agreement No. 02-2016, has been adequately analyzed in the 2020 Final Environmental Impact Report (2020 FEIR) (SCH#2013051029). In making this determination, the City Council, as Lead Agency, has reviewed and considered the information in the 2020 FEIR, the written and oral testimony provided to the City, and the remainder of the administrative record for the project. The City Council has separately certified, via City Council Resolution No. 2021-08-3270 that the 2020

FEIR has been completed in compliance with the California Environmental Quality Act (Pub. Resource Code, § 21000 et seq.), reflects the City of Irwindale's independent judgment and analysis, and that all mitigation measures available to reduce to the project's impacts to the extent feasible have been adopted in the project's Mitigation Monitoring and Reporting Program. The City Council has also separately adopted a Statement of Overriding Considerations and CEQA Findings of Fact, attached as Exhibit A to Resolution 2021-08-3270. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program were posted on the City's website.

SECTON 3. The provisions of the proposed Development Agreement are consistent with the City's General Plan, as amended by General Plan Amendment No. 02-2016. The Project site land use designation will be Commercial/Industrial, which permits light industry, heavy industry, and commercial uses, consistent with the proposed MRF/TS and convenience store/public gas station project.

SECTION 4. Based upon substantial evidence and conclusions presented to this City Council during the public hearing conducted with regard to this Application and set forth herein above, this City Council hereby approves Development Agreement No. 02-2016, attached hereto as Exhibit A, and by this reference, incorporated herein. The Development Agreement is necessary to protect the public health, safety and general welfare and is reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

SECTION 5. The documents and materials that constitute the record of proceedings upon which this Ordinance has been based are located at 16102 Arrow Highway, Irwindale, California. The custodian for these records is the Community Development Director. This information is provided in compliance with Public Resources Code section 21081.6.

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:

a. Certify to the adoption of this Ordinance; and

b. Forthwith transmit a certified copy of this Ordinance, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 10th day of March 2021.

_____

H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 753 was duly introduced by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, and was duly approved and adopted on second reading at its regular meeting held on the 10th day of March 2021, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

CC ITEM 1E

Date: March 10, 2021

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Request to Approve a Professional Contract Services Agreement with PlaceWorks, Inc. for the preparation of CEQA documents (Initial Study and Mitigated Negative Declaration or Environmental Impact Report) for the construction of an approximately 125,475 square-foot speculative concrete tilt-up building on an approximately 5.76 acre project site located at 4416 Azusa Canyon Road (APN: 8617-004-006).

City Manager's Recommendation:

1) That the City Council approve the attached contract with PlaceWorks, Inc. for the preparation of an Initial Study and Mitigated Negative Declaration or Environmental Impact Report to be prepared in association with a land use entitlement application for property located at 4416 Azusa Canyon Road, Irwindale, CA 91706.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Manager / City Planner
(626) 430-2209

Marilyn Simpson

Prepared by:

Brandi Jones, Senior Planner

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Reviewed

Eva Carreon, Finance Director / City Treasurer

Electronically Reviewed

Approved by:

William Tam, City Manager

BACKGROUND

Rexford Industrial Realty, Inc., the Applicant, submitted an application to develop an approximately 125,475 square-foot speculative industrial concrete tilt-up building for property located at 4416 Azusa Canyon Road (Project). The application include a request for a Site Plan and Design Review (DA) and the environmental analysis, which is required under the California Environmental Quality Act (CEQA) for land use entitlements.

After soliciting proposals through a Request for Proposals process, Planning Staff reviewed five (5) proposals from consulting firms, interviewed one (1) of the consulting firms, and is now recommending the retention of PlaceWorks, Inc. to complete the CEQA work necessary to obtain entitlements for this Project. The Contract Services Agreement with PlaceWorks, Inc. is for an amount not to exceed $248,659.00, and is attached with this report. The Initial Study conducted by PlaceWorks, Inc. will determine the type of CEQA document to be prepared (either a Mitigated Negative Declaration or an Environmental Impact Report).

FISCAL IMPACT

The City's General Fund will not be impacted. Pursuant to the Reimbursement Agreement with the Applicant, which is also presented for approval, the Applicant has agreed to reimburse the City of all costs and expenses incurred by the City related to the services agreed to in the Agreement for Contract Services with PlaceWorks, Inc. The Reimbursement Agreement requires a deposit account wherein Applicant will make deposits of amounts to cover all costs and expenses of work done by PlaceWorks, any other consultant retained for the Project and the City Attorney's office for work related to the land use entitlements.

ATTACHMENTS

A: Agreement for Contract Services with PlaceWorks, Inc. (including cost proposal)

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND PLACEWORKS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 10th day of March 2021, by and between the City of Irwindale, a California municipal corporation ("City"), and PlaceWorks, Inc., a California corporation ("Consultant" or "PlaceWorks"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services pertaining to California Environmental Quality Act (CEQA) for land use entitlements defined and described in Exhibit 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described in Exhibit 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the Section 607 of the City of Irwindale's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional

standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is advised of the requirements of California Labor Code Section 1720 which provides: prevailing wage rates apply to "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority." It is the Parties' understanding that this Project shall not be required to pay prevailing wages pursuant to Sections 1770 – 1781 of the California Labor Code and 33423 – 33426 of the California Health and Safety Code. To this end, Consultant acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Consultant or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Consultant shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City make no representation that any work completed by Consultant is or is not subject to Prevailing Wage Law.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in

compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed TWO HUNDRED AND FORTY EIGHT THOUSAND AND SIX HUNDRED AND FIFTY NINE DOLLARS ($248,659.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved

subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and

incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Keith McCann	CEO
(Name)	(Title)
JoAnn C. Hadfield	Principal, Environmental Services
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term

of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such

obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant

shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or

City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include

any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City , either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original

notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by

Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information

is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant

of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected

class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, California 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are

no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian Guerra, City Attorney

CONSULTANT:

PLACEWORKS, INC., a California corporation

By:_____
Name: Keith McCann
Title: CEO

By:_____

Name: JoAnn Hadfield
Title: Principal, Environmental Services
Address: 3 MacArthur Place,
Suite 1100
Santa Ana, CA 92707

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐
OTHER_____

____ _____
____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
____
_____
____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. **Consultant will perform CEQA work and prepare CEQA documents necessary to obtain entitlements for the construction of an 125,475 square-foot speculative concrete tilt-up building on an approximately 5.76 acre project site located at 4416 Azusa Canyon Road (APN: 8617-004-006) ("Project"), as described in the following scope of service contained in the Consultant's Proposal (herein after referred to collectively as "Services"):**

SCHEDULE ADHERENCE AND CITY COORDINATION

Key to the success of the overall project is creating a feasible schedule that incorporates the many deliverables that rely on one another in IS/MND preparation and processing. Our efforts in creating a feasible schedule are reflected in the detailed MS Project schedule in the "Project Schedule" section. The schedule integrates the anticipated timelines for receipt of all required technical reports to be prepared by the project applicant's team and our reliance on each deliverable to complete the IS/MND. It also incorporates the City-provided document review times for City staff. We anticipated updating/refining this schedule with staff at the kick-off meeting to reflect City objectives and anticipated City review schedules.

Beyond adherence to the expedited project schedule, our coordination with the City is essential to a successful project. Direct communication and coordination between the PlaceWorks team and the City staff throughout the process will ensure clarity, efficiency, and a high-quality work product.

DETAILED SCOPE OF WORK

The scope of work outlines the specific tasks required to complete the CEQA process, how each task will be completed, and specific milestone deliverables. Team members assigned to each task are provided in the budget.

TASK 1. PROJECT INITIATION

1.1 Project Kick-off Meeting

PlaceWorks will prepare an agenda, project work plan, and revised schedule for discussion at the kick-off meeting with City staff. At the kick-off meeting we will identify data needs, project objectives, and document review protocol to ensure that deliverables are consistent with the overall project timeline. We will also set up a plan for meetings and coordination. After the kick-off meeting, PlaceWorks will prepare and submit meeting notes.

Milestone(s):

- Attendance at 1 kick-off meeting
- Agenda
- Work plan
- Meeting notes
- Monthly schedules

1.2 Project Description

A defensible CEQA document starts with a comprehensive and accurate project description. With information from the site visit, kick-off meeting and application materials, PlaceWorks will prepare a comprehensive project description that will comply with Section 1524 of the CEQA Guidelines and articulate the proposed

east, and 900 feet to the north of the project site. There is also a potential single-family residential home 500 feet north of the project site along Cypress Street, just east of the at-grade rail crossing. Based on the anticipated construction processes that would be required to develop the proposed project and distance to the nearest surrounding residential receptors to the project site, a full construction health risk assessment (HRA) is not proposed, and construction-related health risk will be described qualitatively.

Operational Phase. Buildout of the proposed project could result in a net increase in criteria air pollutant and GHG emissions from area sources (e.g., landscaping, paints and consumer cleaning products), energy use (e.g., natural gas for heating, and electricity), and indirect GHG emissions from water use/wastewater generation and solid waste disposal. Additionally, development of the proposed project could also result in an increase in mobile-source emissions. Mobile sources would include passenger vehicle and truck trips and emissions from onsite truck idling. Mobile-source emissions will be based on the average daily trip generation and vehicle miles traveled (VMT) for passenger vehicles and trucks as provided by Urban Crossroads and on the latest vehicle emission factors from the California Air Resources Board's (CARB) EMFAC2017 model. The project may also require cargo handling equipment (e.g., forklifts and yard trucks). PlaceWorks will quantify emissions associated with off-road cargo-handling equipment based on information provided by the Applicant (e.g., number of forklifts) and emission factors from CARB's OFFROAD2017 model. Additionally, and if applicable, PlaceWorks will also quantify emissions associated with transport refrigeration units (TRU) in the event cold storage would be an allowed use. Emissions associated with TRUs will be based on the estimated number of TRUs as determined by Urban Crossroads or as provided by the Applicant. Furthermore, if available from the Applicant, PlaceWorks will also incorporate the anticipated energy usage of the proposed project into the emissions modeling. In addition, PlaceWorks will quantify emissions generated by the existing onsite use in operation and compare them to the emissions generated by the proposed use. Overall, the net operational phase emissions will be compared to South Coast AQMD's significance thresholds. Based on the preliminary information available, it is not anticipated that the proposed project would exceed the South Coast AQMD screening-level LSTs for operation. However, the air quality analysis will include a summary of the results of the operational health risk assessment (HRA) described below (see Task 2.2).

Other Air Quality Impacts. The South Coast Air Basin (SoCAB) is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O_3), fine inhalable particulate matter ($PM_{2.5}$), coarse inhalable particulate matter (PM_{10}), and lead (Los Angeles County only). South Coast AQMD has adopted air quality management plans (AQMPs) to ensure

hazardous air pollutants for the nearest off-site sensitive receptors. Cancer and toxicity data published by CalEPA will be used to estimate short-term and long-term health risks for off-site sensitive receptors.

PlaceWorks will prepare the HRA Technical Report based on the analysis described above. The report will include proposed mitigation measures to reduce the potentially significant impacts of the project. We have included an allotment of four hours to address comments from the City on the draft technical study.

Milestone(s):

- Draft Health Risk Assessment Technical Report (electronic copy)
- Final Health Risk Assessment Technical Report (electronic copy)

2.3 Noise and Vibration

PlaceWorks will evaluate potential noise and vibration impacts for the construction and operational phases of the proposed project. The IS/MND will discuss relevant criteria for noise exposure based on applicable federal, state, and local standards including applicable standards from the City of Irwindale and City of West Covina Municipal Codes and General Plan Noise Elements since there are nearby sensitive receptors (residences) located in the City of West Covina.

The nearest residential land use is the mobile home park 700 feet southwest of the project site in the City of West Covina. Other nearby residential land uses include the homes approximately 1,000 feet to the south and southeast, 1,200 feet to the east, and 900 feet to the north of the project site. There is also a potential single-family residential home 500 feet north of the project site along Cypress Street, just east of the at-grade rail crossing which would be the nearest sensitive receptor.

The dominant noise sources in the project are traffic on Azusa Canyon Road and Los Angeles Street, and rail activity from the adjacent railroad tracks. PlaceWorks proposes to assess existing conditions and other environmental characteristics based on available data in the City's General Plan, aerial photography from Google Earth, site visits, and traffic noise modeling. No ambient noise monitoring is proposed.

Long-term operational noise impacts will be primarily related to traffic trip generation from the proposed project. Traffic forecasts in the project's traffic study will be used to conduct a traffic noise impact assessment. It is assumed that the project would not directly increase rail traffic on the adjacent line (i.e., it is assumed the project would not include a rail spur for train deliveries). Other operational noise, such as HVAC and loading dock activity, will be addressed using information provided by the Applicant.

Records Review

PlaceWorks will assemble and review readily available information on site history and usage as it relates to the presence of hazardous substances and petroleum products that would constitute RECs on the site. The ASTM standard lists mandatory and discretionary records for review.

We will review information from the mandatory databases within the ASTM-specified search radii. The mandatory databases include: NPL, CERCLIS, CERCLIS NFRAP, ERNS, RCRA non-CORRACTS TSD, RCRA CORRACTS TSD, RCRA Generators, State Hazardous Waste Sites, State Landfills and Solid Waste Disposal Sites, Registered Underground Storage Tanks (USTs), and Leaking USTs. We intend to use an electronic database service to provide a report summarizing information from the required records and will rely on the database service to conform to ASTM requirements for currency of the information. Should the database search report identify listed sites with the potential to impact the subject site, PlaceWorks may review the federal or state files pertaining to the listed sites, as reasonably ascertainable and practically reviewable. The budget presented below does not include costs for review of files by more than one agency.

A 7.5-minute US Geological Survey topographic map will be used to evaluate the physical setting in the site area and will be supplemented by discretionary review of readily available information concerning surface topography, surface water, soil, bedrock, and groundwater conditions on and in the vicinity of the project site. Historical and current aerial photographs of the properties and surrounding area will be compiled through a photograph collection search. These photographs will be reviewed by PlaceWorks for the following information: past land uses, development of the site and surrounding area, potential sources of environmental contamination or evidence of spills, and other items of environmental concern.

Site Reconnaissance and Interviews

PlaceWorks will visit the site and view interior and exterior conditions to assess the nature and type of activities that have been conducted at the site with respect to potential RECs. PlaceWorks will observe and document visible evidence of current and past usage of the property, particularly related to potential filling, previous structures, sewage disposal systems, hazardous substances, petroleum products, storage tanks, and evidence of spills or releases of hazardous substances or petroleum products. We understand that you will make all areas of the site accessible to our representative(s) for the site visit. For budgeting purposes, we have assumed that all areas of the site will be made accessible and will be seen in one site visit.

Our observations and conclusions related to the site reconnaissance may be limited by prevailing weather conditions or other site conditions at the time of

evidence of RECs will be based on observations of existing visible conditions, and on our interpretation of site history and site usage information.

The ASTM E 1527-13 Standard includes the following list of "additional issues" that are non-scope considerations outside of the scope of the ASTM Phase I practice: asbestos-containing materials, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, cultural and historic risks, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, and high voltage powerlines. Assessment of these items is not included in our proposed work scope. A limited assessment of the presence of polychlorinated biphenyls (PCBs) is included in the ASTM work scope. Accordingly, our assessment of the presence of PCBs is limited to those potential sources specified in the ASTM Standard as "electrical or hydraulic equipment known or likely to contain PCBs to the extent visually and or physically observed or identified from the interview or records review. A 50-year chain-of-title will not be provided under this scope of work. It is, however, recommended that the City independently obtain title records to confirm the absence or presence of any environmental liens against the properties.

Milestone(s):

- Phase I Environmental Site Assessment (electronic copy)

2.5 Traffic Impact Analysis (Urban Crossroads)

Pursuant to SB 743, auto-delay can no longer be considered a significant CEQA environmental impact, and vehicle miles traveled (VMT) is the appropriate metric to evaluate transportation impacts. Also, in accordance with updated CEQA Guidelines (adopted CEQA 2018), CEQA transportation analyses focus more on multimodal transportation, including mass transit, bicycle, and pedestrian modes.

PlaceWorks has teamed with Urban Crossroads (UC) to conduct the traffic impact analysis for the proposed project. Although not required for CEQA purposes, the City desires a level of service analysis for planning purposes. For our CEQA scope of work, we have included the traffic-related tasks necessary for the VMT analysis, multimodal analysis, and for the data (traffic volumes, distribution, fleet mix) required for our AQ/GHG, Noise, and HRA analyses. We have also included a scope of work for a comprehensive traffic study, including the LOS/intersection analysis.

Scope of Work

Traffic Study Scoping Agreement Process

A formal traffic study scoping document will be submitted to City staff for review and approval prior to commencement of the traffic analysis and VMT screening assessment. The scoping document will include:

UC will also calculate cumulative near-term future peak hour turning movement volumes for the study area intersections. They will also calculate cumulative near-term future daily traffic (ADT) flows on nearby roadway segments.

Long-Range Future (2040) Traffic Projections

UC will prepare long-range traffic forecasts for 2040 conditions at the off-site intersection analysis locations based upon available RTP/SCS projections. They will also adjust the long-range traffic forecast at the study area intersections to achieve flow conservation and reasonable growth through post-processing. Additionally, UC will calculate Long Range Future (2040) peak hour turning movement volumes at the study area intersection analysis locations and Long-Range Future (2040) daily traffic flows on up to 9 nearby roadway segments.

Intersection Operations Analysis

UC will assess intersection capacity and level of service (LOS), for the study area intersection analysis locations for each of the following traffic conditions:

- Existing (hypothetical 2021)
- Existing Plus Project
- Interim Year Cumulative Without Project
- Interim Year Cumulative With Project
- 2040 Without Project
- 2040 With Project

UC will perform traffic signal warrant analyses for the site access locations as well as the study area intersection analysis locations, for each of the traffic scenarios previously described. UC will also recommend improvements necessary to maintain acceptable intersection performance at the site access locations as well as the study area intersection analysis locations for each of the future traffic scenarios previously described.

Vehicle Miles Traveled (VMT) Screening

To assist member agencies with complying to SB 743 mandates, the San Gabriel Valley COG (SGVCOG) worked with member agencies to analyze existing traffic conditions in the region to develop a baseline standard that determines significance CEQA thresholds for future land use and transportation projects. Member agencies have now adopted these criteria in compliance with SB 743. UC will evaluate the project using SGVCOG criteria and analysis tools to determine whether the proposed project would require a full VMT analysis. It is possible that this screening assessment will determine that a full VMT analysis is not required.

- **Paleontological Records Search.** Cogstone will request a records search for paleontological resources from the Natural History Museum of Los Angeles County (NHMLAC).

- **Background Research.** Conduct research to develop brief contexts for cultural and paleontological resources.

Fieldwork

- Cogstone will provide an archaeologist who is cross-trained in paleontology to conduct an intensive pedestrian survey of the areas with exposed ground surface within the project area. We assume no archaeological resources will require recording on DPR 523 forms.

- Cogstone's architectural historian will conduct a built environment survey. We assume one historic building will require recording on DPR 523 forms.

Technical Reports

- Cogstone's key staff will prepare a combined cultural and paleontological resources assessment report. The report will characterize the results of the records searches, consultation efforts to determine baseline conditions, assess potential impacts to cultural and paleontological resources resulting from the project, and make appropriate recommendations to avoid or minimize any potentially significant impacts. The built environment evaluation and DPR 523 forms will be included in this report.

- Cogstone will respond to two rounds of comments from the City and produce the final report.

- The final report and shapefiles will be sent to the SCCIC.

Milestone(s):

- Records Search (SCCIC)
- Sacred Lands File Search
- AB 52 Consultation
- Historical Society Consultation
- Paleontological Records Search
- Conduct pedestrian survey
- DPR 523 Forms
- Draft Cultural and Paleontological Resources Assessment (electronic copy)
- Final Cultural and Paleontological Resources Assessment (electronic copy)

2.7 Third-Party Geotechnical Peer Review (LGC Geotechnical, Inc.)

LGC Geotechnical Inc. (LGC) will perform a site visit to observe the existing site and geotechnical conditions. LGC will also review readily available geotechnical information pertinent to the site, including in-house regional geologic maps and published geotechnical literature. LGC will provide a third-party geotechnical

The screencheck draft Initial Study will follow the City's format and will clearly identify and address all potential environmental issues facing the proposed project. It will be clearly written and will avoid the use of technical jargon, to the extent possible, so that the document is easily understood. The Initial Study will include: the project description, surrounding land use and setting, other required agency approvals, discussion of environmental evaluation, required notices, and references. The existing conditions of the project site will be used to set the baseline for the environmental analysis.

The screencheck Initial Study will address each of the 20 environmental topics in Appendix G of the CEQA Guidelines, adopted December 28, 2018.

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

Beyond the technical aspects of preparing the CEQA document, our approach to the Initial Study is to prepare a reader-friendly document that clearly explains why the impact is considered not significant or why the recommended mitigation measures reduce the impact to a less than significant level. To accomplish this, we will use a combination of narrative, figures, photographs, maps, tables, and other visual aids. We believe that our reader-friendly approach will greatly aid the City in meeting two of the core purposes of CEQA—informing the public about the environmental impacts of the project and allowing decision-makers to consider the project's environmental consequences before deciding whether to approve the project. It is assumed that all impacts will be able to be mitigated to less-than-significant levels. Findings will be clearly substantiated in the Initial Study for each environmental topic checklist question to conclude: 1) no impacts, 2) less than significant impacts, or 3) less than significant impacts with mitigation incorporated.

Our approach to addressing environmental impacts is first to determine if there is an existing ordinance, permit, policy, or program that effectively reduces the impact to less than significant. If so, the IS/MND will describe how compliance with the law reduces the impact to less than significant. Only if there is no existing method of reducing the impact will a mitigation measure be drafted. PlaceWorks will coordinate all mitigation with the City to ensure that it is consistent with

Response to Comments will contain an introduction describing the public review process for the IS/MND, copies of all comment letters received, written responses to comments, and revisions to the IS/MND. Responses will focus on comments that address the adequacy of the environmental document. Comments that do not address CEQA adequacy will be noted as such, and no further response will be provided unless deemed necessary by City staff. The budget for the Response to Comments is an estimate only and assumes that no additional research will be required to respond to comments, that the comments will be directed at the substance and technical adequacy of the document, and that the comments will be compiled by the City and transmitted in writing or via e-mail to PlaceWorks.

PlaceWorks will revise the responses to comments based on revisions provided by the City. Responses to comments from responsible agencies will be distributed a minimum of 10 days prior to consideration of the Final IS/MND by the City Council (or Planning Commission if preferred by the City).

Milestone(s):

- Screencheck and Final Response to Comments (digital in both PDF and MS Word; 15 CDs and 15 hard copies)

5.2 Mitigation Monitoring and Reporting Program

PlaceWorks will prepare a Mitigation Monitoring and Reporting Program (MMRP) based on mitigation measures identified in the IS/MND and pursuant to Section 21081.6 of the CEQA Public Resources Code. The MMRP will be defined through working with City staff to identify appropriate monitoring steps/procedures in order to provide a basis for monitoring such measures during and upon project implementation. It will be in standard City format and will identify the significant impacts that would result from the proposed project; proposed mitigation measures for each impact; the timing at which the measures will need to be conducted; the entity responsible for implementing the mitigation measure; and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success. The MMRP will be submitted to City staff for review and approval in conjunction with submittal of the Response to Comments (see Task 6.1).

Milestone(s):

- Mitigation Monitoring and Reporting Program (electronic copy)

5.3 Notice of Determination

Within five days after approval of the project by the Irwindale City Council, PlaceWorks will file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse. The NOD will be hand delivered to the County Clerk along with the required California Department of Fish and Wildlife (CDFW) and County fees.

II. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT "B"
SPECIAL REQUIREMENTS

THERE ARE NO SPECIAL REQUIREMENTS FOR THIS CONTRACT.

EXHIBIT "C"
SCHEDULE OF COMPENSATION/BUDGET

I. Consultant's proposed budget for services related to the IS/MND is as follows:

Budget Summary – 4416 Azusa Cyn Rd – MND
PlaceWorks 3/3/21

Task	Cost
TASK 1. PROJECT INITIATION	$6,559
TASK 2. TECHNICAL STUDIES	$109,638
2.1 Air Quality and Greenhouse Gas Emissions	$10,649
2.2 Prepare Health Risk Assessment	$9,838
2.3 Noise and Vibration	$9,313
2.4 Phase I Environmental Site Assessment	$6,242
2.5 Traffic Impact Analysis (Urban Crossroads)*	$47468
2.6 Cultural and Paleontological Resources Assessment Report (Cogstone)	$13,869
2.7 Geotechnical Third-Party Geotechnical Peer Review (LGC Geotechnical, Inc.)	$4,910
2.8 Hydrology and Water Quality, Third Party Review	$7,349
TASK 3. PREPARE FIRST AND SECOND DRAFT SCREENCHECK IS/MND	$34,782
TASK 4. PUBLIC REVIEW IS/MND	$2,978
TASK 5. CERTIFICATION DOCUMENTS	$12,143
TASK 6. PROJECT MANAGEMENT & MEETINGS	$24,194
Subtotal	**$190,294**
REIMBURSABLE EXPENSES	$7,455
GRAND TOTAL	**$197,749**

***Includes full Traffic scope of work with LOS.**

II. Consultant's proposed budget for services related to EIR, if needed, is as follows:

Budget Summary – 4416 Azusa Cyn Rd – EIR PlaceWorks 3/3/21	
Task	**Cost**
TASK 1. PROJECT INITIATION & NOP	$7,326
TASK 2. TECHNICAL STUDIES	$109,638
2.1 Air Quality and Greenhouse Gas Emissions	$10,649
2.2 Prepare Health Risk Assessment	$9,838
2.3 Noise and Vibration	$9,313
2.4 Phase I Environmental Site Assessment	$6,242
2.5 Traffic Impact Analysis (Urban Crossroads)*	$47,468
2.6 Cultural and Paleontological Resources Assessment Report (Cogstone)	$13,869
2.7 Geotechnical Third-Party Geotechnical Peer Review (LGC Geotechnical, Inc.)	$4,910
2.8 Hydrology and Water Quality, Third Party Review	$7,349
TASK 3. PREPARE SCREENCHECK EIR	$70,320
TASK 4. DRAFT EIR	$6,461
TASK 5.FINAL EIR/FINDINGS & SOC/ CERTIFICATION DOCUMENTS	$17,200
TASK 6. PROJECT MANAGEMENT & MEETINGS	$29,294
Subtotal	**$240,239**
REIMBURSABLE EXPENSES	$8,420
GRAND TOTAL	**$248,659**
***Includes full Traffic scope of work with LOS.**	

III. The compensation for the Services shall not exceed the Contract Sum and total compensation for all Services during the Term of this Agreement shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

IV. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. 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.

V. **The compensation for the Services shall not exceed the Contract Sum and total compensation for all Services during the Term of this Agreement shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE/TIMELINE

I. **Consultant shall perform the Services and deliver the tangible work products, in accordance with the schedules below:**

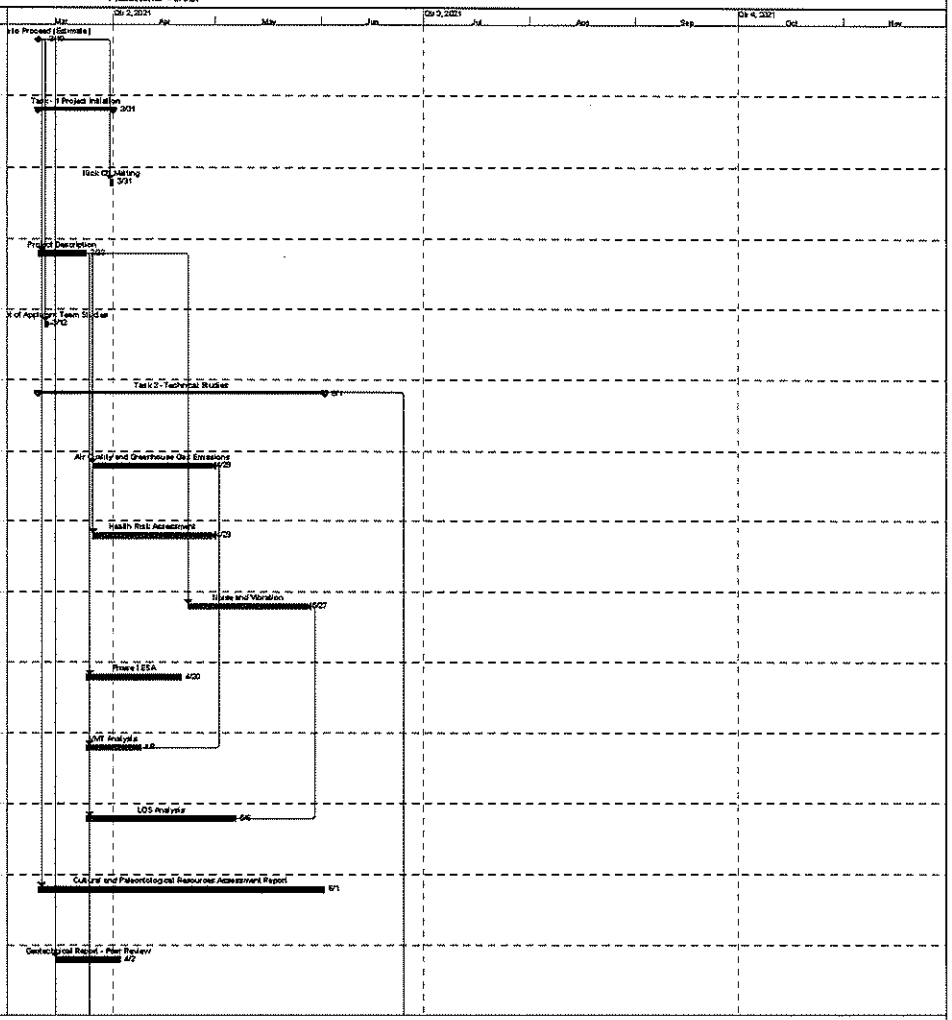
II. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the Services but not exceeding one (1) years from the date hereof,**

III. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

Warehouse and Office Project at 4416 Azusa Canyon Road
City of Irwindale

Estimated Environmental Processing Schedule for MND
PlaceWorks - 3/1/21

ID	Task Name	Duration	Start	Finish	Predecessors
1	Notice to Proceed (Estimate)	0 days	3/10/21	3/10/21	
2	**Task - 1 Project Initiation**	**16 days**	**3/10/21**	**3/31/21**	
3	Kick Off Metting	1 day	3/31/21	3/31/21	1FS+3 wks
4	Project Description	2 wks	3/10/21	3/23/21	1
5	Receipt of Applicant Team Studies	1 day	3/12/21	3/12/21	1FS+2 days
6	**Task 2 - Technical Studies**	**60 days**	**3/10/21**	**6/1/21**	
7	Air Quality and Greenhouse Gas Emissions	5 wks	3/26/21	4/29/21	4,11FF+3 wks
8	Health Risk Assessment	5 wks	3/26/21	4/29/21	4,11FF+3 wks
9	Noise and Vibration	5 wks	4/23/21	5/27/21	4,12FF+3 wks
10	Phase I ESA	4 wks	3/24/21	4/20/21	4
11	VMT Analysis	12 days	3/24/21	4/8/21	4
12	LOS Analysis	32 days	3/24/21	5/6/21	4
13	Cultural and Paleontological Resources Assessment Report	12 wks	3/10/21	6/1/21	1
14	Geotechnical Report - Peer Review	3 wks	3/15/21	4/2/21	5

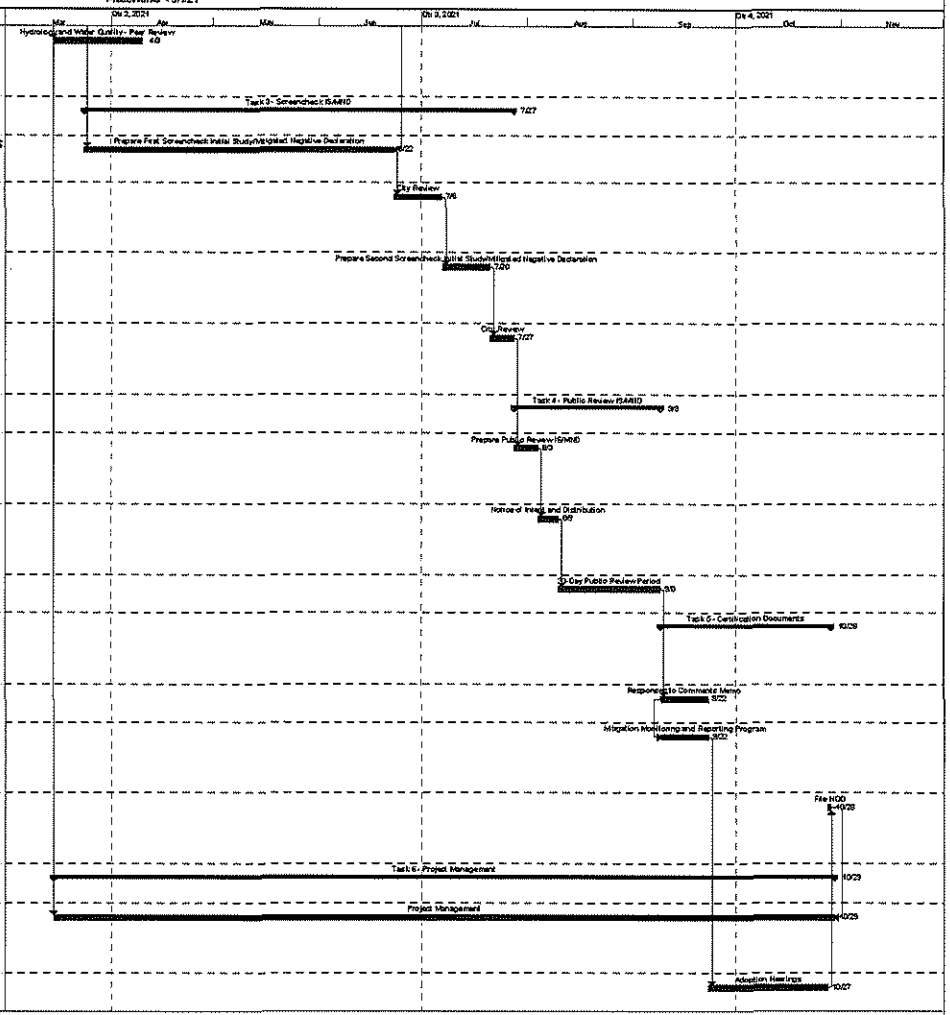


Task | Summary | External Milestone | Inactive Summary | Manual Summary Rollup | Finish only
Split | Project Summary | Inactive Task | Manual Task | Manual Summary | Progress
Milestone | External Tasks | Inactive Milestone | Duration-only | Start-only | Deadline

Warehouse and Office Project at 4416 Azusa Canyon Road
City of Irwindale

Estimated Environmental Processing Schedule for MND
PlaceWorks - 3/1/21

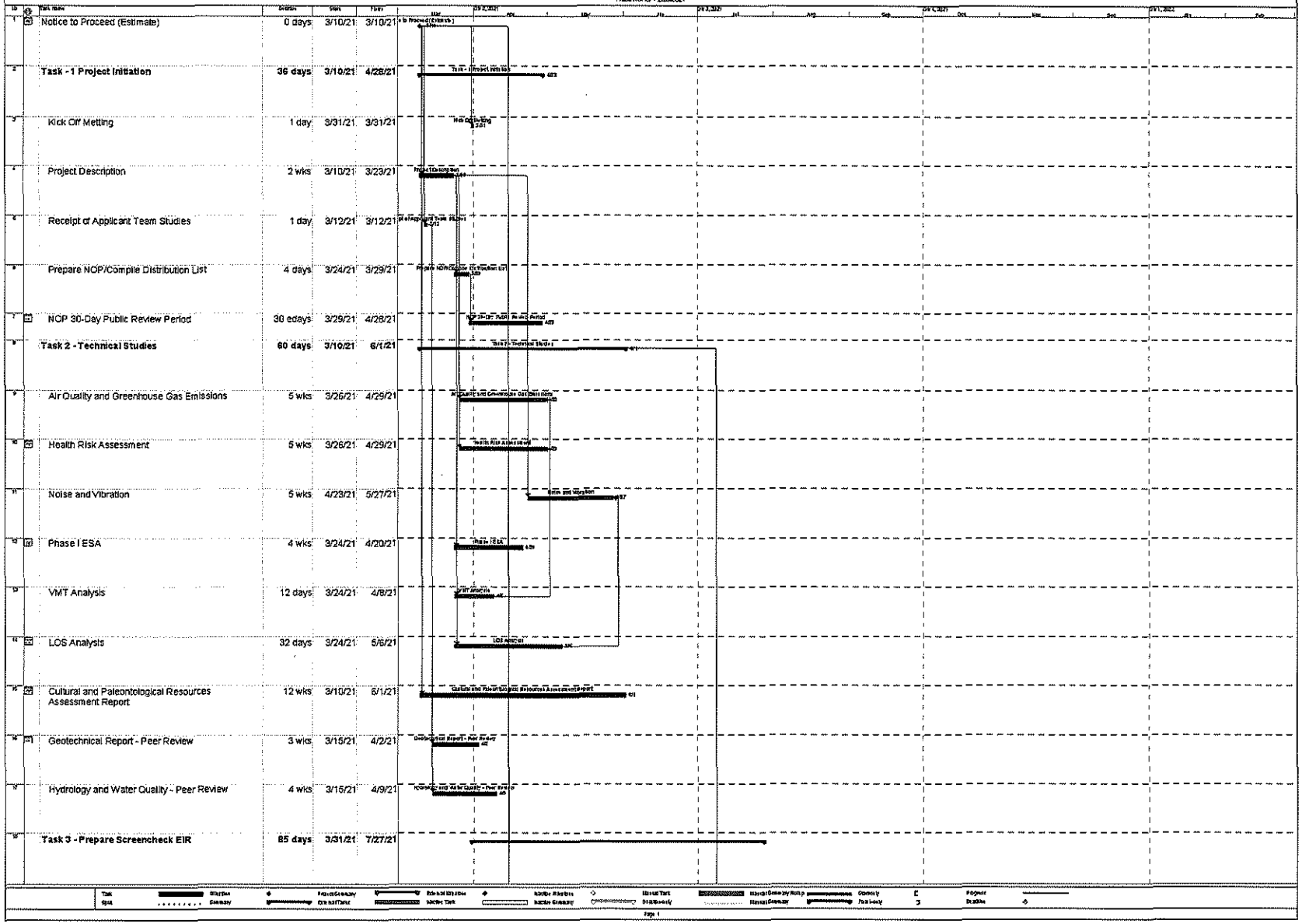
ID	Task Name	Duration	Start	Finish	Predecessors
15	Hydrology and Water Quality - Peer Review	4 wks	3/15/21	4/9/21	5
16	**Task 3 - Screencheck IS/MND**	**90 days**	**3/24/21**	**7/27/21**	
17	Prepare First Screencheck Initial Study/Mitigated Negative Declaration	13 wks	3/24/21	6/22/21	4,6FF+2 wks
18	City Review	2 wks	6/23/21	7/6/21	17
19	Prepare Second Screencheck Initial Study/Mitigated Negative Declaration	2 wks	7/7/21	7/20/21	18
20	City Review	1 wk	7/21/21	7/27/21	19
21	**Task 4 - Public Review IS/MND**	**31 days**	**7/28/21**	**9/8/21**	
22	Prepare Public Review IS/MND	1 wk	7/28/21	8/3/21	20
23	Notice of Intent and Distribution	4 days	8/4/21	8/9/21	22
24	30-Day Public Review Period	30 edays	8/9/21	9/8/21	23
26	**Task 5 - Certification Documents**	**36 days**	**9/9/21**	**10/28/21**	
25	Responses to Comments Memo	2 wks	9/9/21	9/22/21	24
27	Mitigation Monitoring and Reporting Program	2 wks	9/9/21	9/22/21	26SS
28	File NOD	1 day	10/28/21	10/28/21	31
29	**Task 6 - Project Management**	**165 days**	**3/15/21**	**10/29/21**	
30	Project Management	33 wks	3/15/21	10/29/21	1FS+3 days,28FF
31	Adoption Hearings	5 wks	9/23/21	10/27/21	27



Task | Summary | External Milestone | Inactive Summary | Manual Summary Rollup | Finish-only
Split | Project Summary | Inactive Task | Manual Task | Manual Summary | Progress
Milestone | External Tasks | Inactive Milestone | Duration-only | Start-only | Deadline

Warehouse and Office Project at 4415 Azusa Canyon Road
City of Irwindale

Estimated Environmental Processing Schedule for EIR
RinconWorks - 2/26/2021



ID	Task Name	Duration	Start	Finish
1	Notice to Proceed (Estimate)	0 days	3/10/21	3/10/21
2	**Task - 1 Project Initiation**	**36 days**	**3/10/21**	**4/28/21**
3	Kick Off Metting	1 day	3/31/21	3/31/21
4	Project Description	2 wks	3/10/21	3/23/21
5	Receipt of Applicant Team Studies	1 day	3/12/21	3/12/21
6	Prepare NOP/Compile Distribution List	4 days	3/24/21	3/29/21
7	NOP 30-Day Public Review Period	30 edays	3/29/21	4/28/21
8	**Task 2 - Technical Studies**	**60 days**	**3/10/21**	**6/1/21**
9	Air Quality and Greenhouse Gas Emissions	5 wks	3/26/21	4/29/21
10	Health Risk Assessment	5 wks	3/26/21	4/29/21
11	Noise and Vibration	5 wks	4/23/21	5/27/21
12	Phase I ESA	4 wks	3/24/21	4/20/21
13	VMT Analysis	12 days	3/24/21	4/8/21
14	LOS Analysis	32 days	3/24/21	5/6/21
15	Cultural and Paleontological Resources Assessment Report	12 wks	3/10/21	6/1/21
16	Geotechnical Report - Peer Review	3 wks	3/15/21	4/2/21
17	Hydrology and Water Quality - Peer Review	4 wks	3/15/21	4/9/21
18	**Task 3 - Prepare Screencheck EIR**	**85 days**	**3/31/21**	**7/27/21**

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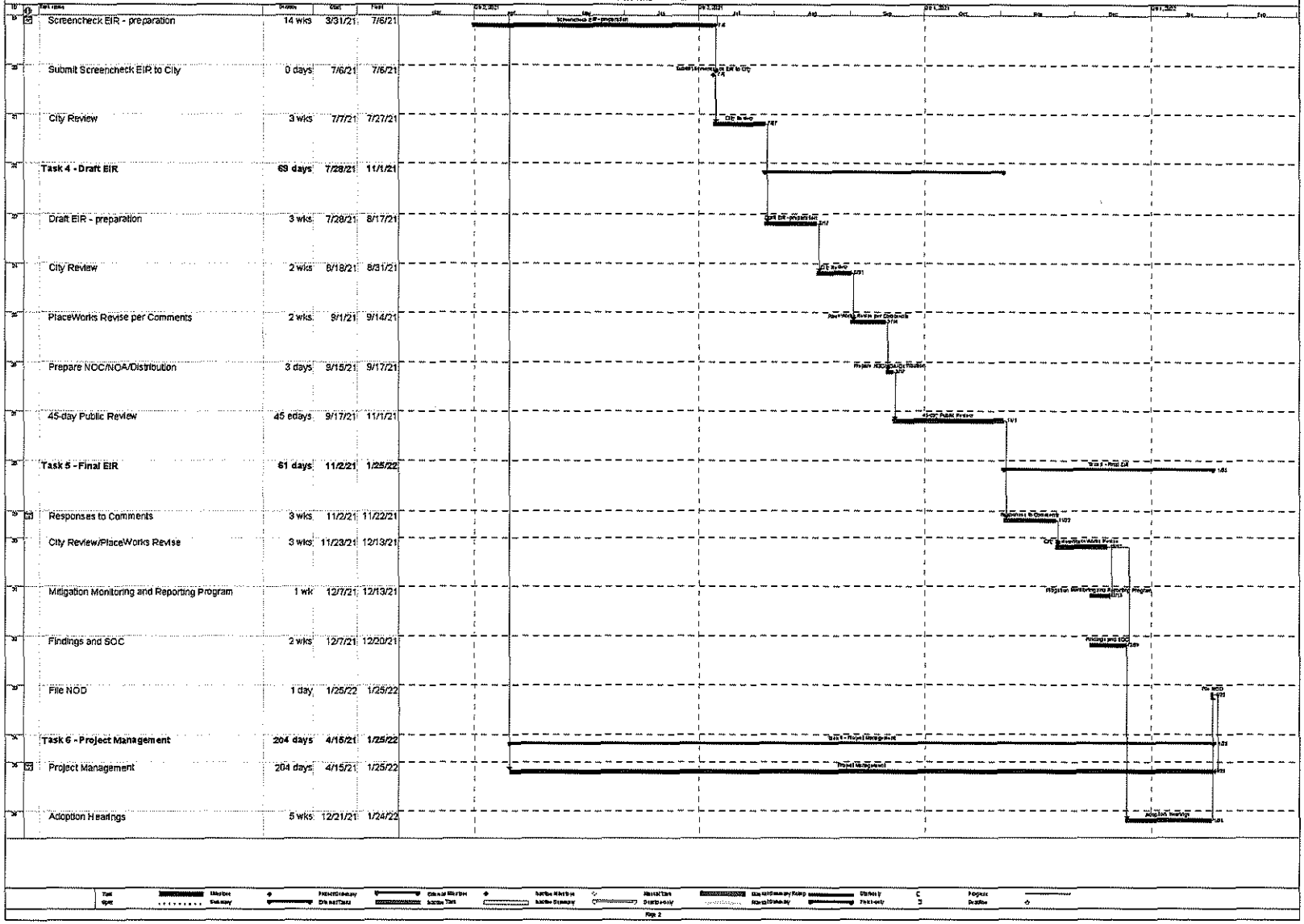
Warehouse and Office Project at 4416 Azusa Canyon Road
City of Irwindale

Estimated Environmental Processing Schedule for EIR
PlaceWorks - 2/25/2021

	Task Name	Duration	Start	Finish
19	Screencheck EIR - preparation	14 wks	3/31/21	7/6/21
20	Submit Screencheck EIR to City	0 days	7/6/21	7/6/21
21	City Review	3 wks	7/7/21	7/27/21
22	**Task 4 - Draft EIR**	**69 days**	7/28/21	11/1/21
23	Draft EIR - preparation	3 wks	7/28/21	8/17/21
24	City Review	2 wks	8/18/21	8/31/21
25	PlaceWorks Revise per Comments	2 wks	9/1/21	9/14/21
26	Prepare NOC/NOA/Distribution	3 days	9/15/21	9/17/21
27	45-day Public Review	45 edays	9/17/21	11/1/21
28	**Task 5 - Final EIR**	**61 days**	11/2/21	1/25/22
29	Responses to Comments	3 wks	11/2/21	11/22/21
30	City Review/PlaceWorks Revise	3 wks	11/23/21	12/13/21
31	Mitigation Monitoring and Reporting Program	1 wk	12/7/21	12/13/21
32	Findings and SOC	2 wks	12/7/21	12/20/21
33	File NOD	1 day	1/25/22	1/25/22
34	**Task 6 - Project Management**	**204 days**	4/15/21	1/25/22
35	Project Management	204 days	4/15/21	1/25/22
36	Adoption Hearings	5 wks	12/21/21	1/24/22



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

CC ITEM 1F

City of
IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Request to Approve a Project Reimbursement Agreement between the City and Rexford Industrial Realty, Inc. ("Applicant") for CEQA and City Attorney costs associated with a proposed industrial building to be located at 4416 Azusa Canyon Road (APN: 8617-004-006).

City Manager's Recommendation:

1) That the City Council approve the attached Project Reimbursement Agreement with Rexford Industrial Realty, Inc. for the reimbursement of costs associated with all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City's Attorney's office to process and negotiate permits, entitlements and proposed conditions of approval of the Project.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Manager / City Planner
(626) 430-2209

Marilyn Simpson

Prepared by:

Brandi Jones, Senior Planner

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Reviewed

Eva Carreon, Finance Director / City Treasurer

Electronically Reviewed

Approved by:

William Tam, City Manager

BACKGROUND

Rexford Industrial Realty, Inc., the Applicant, submitted an application to develop an approximately 125,475 square-foot speculative industrial concrete tilt-up building for property located at 4416 Azusa Canyon Road, in the M-2 (Heavy Manufacturing) zone.

Staff is proposing the retention of Placeworks, Inc. as a consultant to perform the environmental services for the proposed project. The contract with Placeworks, Inc. for these services is being considered separately by the City Council and will be funded through the subject Project Reimbursement Agreement, which is attached for consideration. Further, the subject Project Reimbursement Agreement will reimburse the City for any other fees incurred from other consultants and attorneys as the City may require to process and negotiate permits, entitlements and proposed conditions of approval of the proposed project.

FISCAL IMPACT

The City's General Fund will not be impacted. The Applicant will provide a deposit of $345,689.65 as an initial deposit to cover the estimated cost for this consultant work. Additional supplemental deposits will be made to cover the cost for this consultant work as well as for any work by other consultants and attorneys retained for the proposed project.

ATTACHMENTS

A: Project Reimbursement Agreement with Rexford Industrial Realty, Inc.

PROJECT REIMBURSEMENT AGREEMENT

THIS PROJECT REIMBURSEMENT AGREEMENT (this "Agreement") is made as of March 10, 2021, by and between the City of Irwindale, a California municipal corporation ("City"), and Rexford Industrial Realty, Inc., a California corporation ("Developer").

RECITALS

A. Developer has submitted to City an application to develop one (1) speculative concrete tilt-up light industrial building at 4416 Azusa Canyon Road, in the City of Irwindale, California ("Project") ;

C. Pursuant to California Environmental Quality Act ("CEQA"), the Project must be reviewed by City for potential additional environmental impacts. Environmental analysis is required under CEQA for land use entitlements. An Initial Study will be prepared, as part of the preparation of an environmental document, which will be either a Mitigated Negative Declaration ("MND") or Environmental Impact Report ("EIR"), for the Project. City will retain the services of outside consultants due to the nature and scope of the Project.

D. City and Developer agreed to enter into this Agreement to provide for the reimbursement of City by Developer for certain expenses to be incurred by City in undertaking the review of the Project pursuant to CEQA and preparation of the appropriate agreements to undertake the Project.

E. City and Developer desire to enter into this Agreement for the purpose of establishing the rights and responsibilities of each party with respect to the processing of Developer's application for the Project, the preparation of either the MND or the EIR for the Project and the reimbursement of the costs associated therewith.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Application Processing.

City shall diligently process Developer's application for the Project in compliance with applicable laws, and shall cause to be prepared an MND or EIR for the Project in compliance with the CEQA (California Public Resources Code Section 21000 *et* seq.) and regulations promulgated

pursuant thereto. Developer acknowledges that this Agreement does not constitute a commitment by City to take any particular action either in favor of or against the merits of Developer's application.

2. Payment.

A. Developer agrees to reimburse City in full for all costs and expenses incurred by City (a) pursuant to the agreement for contract services (the "Consultant Agreement") between City and Placeworks, Inc. ("CEQA Consultant"), the consultant selected by City to prepare the environmental documents necessary for the Project; and (b) pursuant to any contract (collectively, the "Contracts") between City and other consultants and attorneys (collectively, the "Additional Consultants") as City may require to process and negotiate permits, entitlements and proposed conditions of approval of the Project, (collectively, the "Expenses").

B. Within five (5) days of the City's approval of this Agreement, Developer shall pay to City a lump sum deposit in the amount of THREE HUNDRED AND FORTY FIVE THOUSAND AND SIX HUNDRED AND EIGHT NINE DOLLARS AND SIXTY FIVE CENTS ($345,689.65) ("Initial Deposit"), which deposit represents City's best estimate of Developer's ultimate obligation hereunder with respect to the Expenses.

C. If City subsequently determines that the Initial Deposit is insufficient, which determination shall be based on the actual Expenses incurred by the City hereunder, then upon receipt of twenty (20) days written notice from City, Developer shall pay City a lump sum deposit in the amount reasonably estimated by City to be sufficient to cover the excess (each a "Supplemental Deposit"). If Developer does not pay the Initial Deposit per Section 2.B above or any Supplemental Deposit when required under this Section 2.C. to City, work on the MND or EIR shall be suspended until the applicable Initial or Supplemental Deposit is made to City.

D. City shall provide Developer with a monthly accounting of City's use of the Deposits to pay Expenses within a reasonable lime after the end of each calendar month during the term of this Agreement.

E. City shall promptly refund to Developer any amount of Developer's Deposits that remain unexpended at the end of the Project as well as provide Developer with a final monthly accounting of City's use of the Deposits. For purposes of this paragraph, "the end of the Project" means the time at which: (i) City's contractual liabilities to the CEQA Consultant under the Consultant Agreement and the Additional Consultants under the Contracts have been satisfied; and (ii) the earliest to occur of (a) City has rendered a final decision on the Project or (b) Developer has abandoned the Project pursuant to Section 3 below. As of the date of any termination of this Agreement, such termination shall also terminate any further funding or other obligations hereunder; except that Developer shall remain obligated to reimburse City for City's Expenses incurred prior to the date of termination of this

Agreement.

F. Notwithstanding any provision herein to the contrary, the parties agree that the City's obligations to make payments to the CEQA Consultant pursuant to the Consultant Agreement and to the Additional Consultants pursuant to any Contracts shall be independent of and governed solely by the provisions of the Consultant Agreement and Contracts, as applicable. City shall make any payments to the CEQA Consultant when provided by the Consultant Agreement and to the Additional Consultants pursuant to the Contracts irrespective of any dispute arising hereunder.

3. Abandonment of Project. This Agreement does not constitute a commitment by Developer to proceed with the Project and Developer may choose to not proceed with the Project at any time for any or no reason whatsoever. If Developer should abandon the Project prior to a final decision on its application by City, then Developer may give written notice of such abandonment to City and City shall immediately suspend preparation of the MND or EIR and all other aspects of the environmental review for the Project.

4. Conflicts of Interest.

A. During the existence of City's contract with the CEQA Consultant, and for a period of one (1) year after final resolution of Developer's application for the Project, neither Developer, nor any of its representatives, agents or other persons acting in concert with Developer, shall enter into any financial relationship with the CEQA Consultant or with any City official or employee. Nor, during such period, shall Developer propose to enter into any future relationship with the CEQA Consultant or with any City official or employee.

B. Developer makes the following warranties for the 12 month period preceding the submission of its application for the Project. Developer warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, the CEQA Consultant or any of the CEQA Consultant's agents or employees. Developer further warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code Sections 87100 *et* seq.).

C. The parties acknowledge and agree that processing of Developer's application for the Project is not contingent on the hiring of any specific contractor.

D. The parties acknowledge and agree that Developer's duty to reimburse City is not contingent upon City's approval or disapproval of the Project or upon the result of any action of the City but that it is contingent on City's compliance with the terms and conditions of this Agreement.

E. Neither Developer nor its officers, employees or agents shall communicate with the CEQA Consultant or any Additional Consultant during the term of this Agreement, unless specifically authorized or requested to do so in writing by City.

5. Approval of Consultant Contract and Contracts. City shall promptly provide copies of (a) the proposed Consultant Contract; (b) any and all proposed Contracts; and (c) proposed amendments and supplements to the Consultant Contract and Contracts that would have the effect of revising the schedule or scope of work for such CEQA Consultant or Additional Consultant, prior to the execution thereof by City. Developer shall have a reasonable time thereafter within which to review and provide comments to and consult with City on such proposed Consultant Contract and Contracts and amendments and supplements thereto, but shall have no right to prevent their execution; *provided, however,* that Developer shall not be obligated to pay Expenses based upon a change in scope or schedule of any of them unless Developer has reviewed and approved such Consultant Contract or Contract or change thereto. Notwithstanding anything in this Agreement to the contrary, City may not revise, supplement or amend the scope of work proposed to be undertaken by the Environmental Consultant pursuant to the Consultant Contract without obtaining Developer's prior consent. Upon the execution of (i) the Consultant Contract and any amendments thereto by Environmental Consultant and City; and (ii) any Contracts and any amendments thereto by Additional Consultants and City; Developer's obligations with respect to such executed Consultant Contract and Contracts (each as amended) will be governed by the terms and conditions of this Agreement.

6. Notices. Any notices, bills, invoices or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

City:

City of Irwindale
Attention: Chief Deputy City Clerk
5050 N. Irwindale Avenue
Irwindale, CA 91706

Developer:

Rexford Industrial Realty, Inc.
Attn: Bruce Herbkersman, Senior Vice President Development Construction

11620 Wilshire Boulevard, 10th Floor
Los Angeles, CA 90025

7. Litigation. In the event that either party shall commence any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. This Agreement shall be governed by and interpreted under the laws of the State of California.

8. Hold Harmless. Developer shall defend, indemnify and hold harmless the City, its elected and appointed officers and employees (collectively, the "Indemnified Parties"), from and against any claims, suits, actions or proceedings, judicial or administrative, for writs, orders, injunction or other relief, damages, liability, cost and expense (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") arising out of a default by Developer of its obligations under this Agreement and the preparation by the City of the MND or EIR for the Project; provided, however, that the foregoing covenant to defend, indemnify and hold harmless the Indemnified Parties from and against any Claims shall not apply to any Claims (a) arising from the sole negligence, or fraud or intentional misconduct, of any Indemnified Party; or (b) covered by insurance.

9. Entire Agreement. This Agreement represents the entire and integrated agreement between City and Developer as to the subject matter contained herein. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties, which writing expressly refers to this Agreement.

10. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

11. Counterparts. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

12. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

13. Further Assurances. Each party, at the request of the other, shall execute, acknowledge or have notarized (if appropriate) and deliver in a timely manner such additional documents, and do such other additional acts, also in a timely manner, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

CITY OF IRWINDALE, a municipal corporation

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

"DEVELOPER":

Rexford Industrial Realty, Inc., a California corporation

By:_____
Name: Bruce Herbkersman

Title: Senior Vice President, Development Construction
Address: 11620 Wilshire Boulevard, 10th Floor
Los Angeles, CA 90025

By:_____
Name: David Lanzer
Title: General Counsel
Address: 11620 Wilshire Boulevard, 10th Floor
Los Angeles, CA 90025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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- ☐ CORPORATE OFFICER

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TITLE(S)

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- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
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- ☐ OTHER_____

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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

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WITNESS my hand and official seal.

Signature: _____

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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

CC ITEM 1G

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

City of
IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Amendment No. 1 to Contract Services Agreement with Iteris, Inc. for Professional Design Services for Reliance II Phase I Offsite Improvements Project; P-1014

City Manager's Recommendation:

That the City Council approve Amendment No. 1 to Contract Services Agreement with Iteris, Inc. for Professional Design Services for the preparation of the Plans, Specifications and Estimate (PS&E) for the Reliance II Phase I Offsite Improvements Project (P-1014) increasing the contract amount to $121,870.00 (increase of $41,940.00).

Administrative Action:

Submitted by:
Arsanious Hanna, City Engineer/ Building Official

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

Reviewed by:
Adrian R. Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Electronically Approved

Approved by:
William Tam, City Manager

Background and Analysis:

On April 22, 2020, staff issued Requests for Proposals (RFP) for professional design services for the preparation of plans, specifications and cost estimates (PS&E) for the Reliance II Phase I Offsite Improvements Project. Staff evaluated each proposal received and ranked each consultant based on technical competency, project understanding, experience, staff qualifications and availability, and history. Staff determined Iteris, Inc. was the most qualified firm for the project, and recommended awarding the contract for design services to them.

On July 22, 2020, the City Council awarded the contract for professional design services for the Reliance II development Phase I off-site improvements to Iteris, Inc. in the amount of $79,930.00.

The developer, CalMat Co. (dba Vulcan Materials Company), has requested that the City initiate the design for Phase II of the off-site improvements in conjunction with the Phase I improvements. Therefore, an amendment to the existing contract services agreement with Iteris, Inc. is needed to include the scope of the Phase II improvements as well. Amendment No. 1 will increase the contract amount by $41,940.00, from $79,930.00 to $121,870.00.

The design services for PS&E for the Reliance II Phase II Offsite Improvements Project are identified as follows:

- Perform topographic survey of the project area
- Prepare traffic signal & timing plans for Foothill Blvd & "B" Street.
- Prepare street improvement, street lighting, signing & striping, and irrigation & landscaping plans for Foothill Blvd.

The City will manage, design and construct these offsite improvements, but the full costs will be borne by the developer CalMat Co. (dba Vulcan Materials Company). Amendment No. 1 to the Project Reimbursement Agreement between the City and CalMat Co. was executed on August 14, 2019 and requires that CalMat pay all costs related to the design and construction of these improvements.

The attached contract agreement amendment has been reviewed and approved to form by the City Attorney's office.

Fiscal Impact:

None. Costs will be paid via a deposit account in accordance with Amendment No. 1 to the Project Reimbursement Agreement between the City and CalMat Co. that was executed on August 14, 2019.

Attachment(s):

- Amendment No. 1 to Contract Agreement for Professional Design Services
- Executed Contract Agreement for Professional Design Services

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR DESIGN OF RELIANCE II PHASE I OFFSITE IMPROVEMENTS PROJECT; P-1014

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR DESIGN OF RELIANCE II PHASE I OFFSITE IMPROVEMENTS PROJECT; P-1014 (this "Amendment No. 1"), is dated as of March 10, 2021, by and between the CITY OF IRWINDALE, a municipal corporation ("City"), and ITERIS, INC., a California corporation, located at 1700 Carnegie Avenue, Santa Ana, California 92705 (herein "Consultant").

RECITALS:

A. City and Consultant entered into that certain Contract Services Agreement for Design of Reliance II Phase I Offsite Improvements Project; P-1014, dated July 22, 2020 ("Agreement").

B. The Agreement established a maximum Contract Sum of Seventy-Nine Thousand Nine Hundred Thirty and 00/100 Dollars ($79,930.00) for the services specified therein.

C. By this Amendment No. 1, City and Consultant desire to amend the Agreement in accordance with the provisions of Section 2.3 of the Agreement to account for additional work in the amount of Forty-One Thousand Nine Hundred Forty and 00/100 Dollars ($41,940.00), which increases the total Contract Sum to One Hundred Twenty-One Thousand Eight Hundred Seventy and 00/100 Dollars ($121,870.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by City and Consultant, and the promises contained herein, it is hereby agreed as follows:

1. Section 2.1 of the Agreement is hereby amended and shall now read as follows:

> "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 One Hundred Twenty-One Thousand Eight Hundred Seventy and 00/100 Dollars ($121,870.00) ("Contract Sum")".

2. Exhibit "A" of the Agreement entitled "Scope of Services" shall be replaced, in its entirety, by the "Scope of Services" contained in Exhibits A-1, A-2, A-3, A-4 and A-5 attached hereto, and incorporated herein by reference. All references to Exhibit "A" in the Agreement after the date of this Amendment No. 1 shall hereafter mean and refer to Exhibits A-1, A-2, A-3, A-4 and A-5, collectively.

3. Exhibit "C" of the Agreement entitled "Schedule of Compensation" shall be replaced, in its entirety, by the "Schedule of Compensation" contained in Exhibits C-1, C-2 and C-3 attached hereto, and incorporated herein by reference. All references to Exhibit "C" in the Agreement after the date of this Amendment No. 1 shall hereafter mean and refer to Exhibits C-1, C-2 and C-3, collectively.

4. Except as expressly provided for in this Amendment No. 1 and the exhibits attached hereto, the Agreement remains in full force and effect as originally executed. All rights and obligations of the parties under the Agreement that are not expressly amended by this Amendment No. 1 shall remain unchanged.

[End – Signature Page Follows]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____

H. Manuel Ortiz, Mayor

ATTEST:

_____

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Adrian Guerra, City Attorney

CONTRACTOR:

ITERIS, INC., a California corporation.

By:_____
Name:
Title:

By:_____
Name:
Title:

Address: 1700 Carnegie Avenue
Santa Ana, California 92705

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

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STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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EXHIBIT "A"

SCOPE OF SERVICES

See Attached Proposal

4 PROJECT APPROACH

Project Understanding

The City intends to widen Foothill Boulevard between B street and Irwindale Avenue with street improvements including the provision of an eastbound deceleration lane. As the Iteris Team understands, the City is in need of engineering design service for this project that includes the following services:

- Traffic signal modification plan accommodate eastbound approach widening
- New traffic signal installation plans at Foothill Boulevard and A street & Foothill Boulevard and B street
- New signal timing development and implementation at Foothill Boulevard and A Street & Foothill Boulevard and B street
- Modification of signal timing development and implementation at Foothill Boulevard and Irwindale Avenue
- Signing and striping plan along Foothill Boulevard within project limits
- Street lighting plan along Foothill Boulevard within project limits
- Street improvement plan along Foothill Boulevard from approx. 400' west of B Street to Irwindale Avenue
- Design support during construction phase.

Scope of Work

TASK 1. DATA COLLECTION & PROJECT MANAGEMENT

It is our understanding that the preliminary concept plans were developed as part of initial Phase I development. Iteris will obtain all the following pertinent data from the City:

- Preliminary AutoCAD design files from Phase I & Phase II.
- As-built for any street improvement, traffic signal, street lighting, and signing and striping plans
- Existing and proposed utility information in electronic format if available
- Traffic signal timing sheets at Irwindale Avenue and Foothill Boulevard

Subtask 1.1. **Topographic Survey**
Iteris team will perform a topographic survey for the two phases of the subject project and prepare a map of the survey to be used as a base map for design. Existing utilities shall also be shown on the map. Limits of survey to be approximately as follows: Foothill Boulevard = 2,000 feet west of Irwindale Avenue; and Irwindale Avenue = 300 feet south of Foothill Boulevard.

Subtask 1.2. **Project Management**
Iteris strongly believes that excellent project management is essential in the successful completion of any project. Successful completion does not only mean finishing the project, but also completing the project to the client's satisfaction within budget and on schedule. As part of Iteris' project management strategy, Mrs. Naree Kim will serve as the Project Manager (PM) for this project. She will be the principal contact with the City and other entities per the City's direction. As part of the Project Management task, Mrs. Naree Kim will be available to City staff should specific questions arise throughout the duration of the project and for special coordination meetings to discuss the project with other stakeholders/neighboring agencies. Mrs. Kim will be supported by Mr. Bernard Li who will serve as the QA/QC manager and Senior Advisor on this project.
Deliverables

- Topographic Survey
- Meeting materials and minutes

TASK 2. FIELD REVIEW

Iteris will conduct a field investigation to verify all existing features on the as-built plans and to identify all the relevant site features. Existing physical street improvements, utilities and obstructions, signing and striping and other relevant items would be located in the field with sufficient precision to be shown accurately on the design base. All information obtained from records will be verified in the field in conjunction with this review within the project area plus 50 feet outside of the project area. Iteris will also identify all traffic signal equipment that does not conform to the latest City and the latest California Department of Transportation (Caltrans) standards and specifications.

Deliverables

- Field notes and photographs (Upon request)

TASK 3. PLANS, SPECIFICATIONS AND COST ESTIMATE

Subtask 3.1. Improvement Plans (up to 15 sheets)
Iteris will prepare plans for all improvements as required to accommodate the description of the work as follows:

- **(2) Street Improvement Plan (40 scale)**
  Two (2) Street Improvement Plans for Phase I & Phase II street improvement are envisioned. The plans will include 2' street widening fronting the project, curb return widening at the southwest corner of Foothill Boulevard and Irwindale Avenue meandering sidewalk, and other needed revisions to streets to accommodate new and revised traffic signals including ADA requirements. Work shall also include street median island, storm drain facilities revisions, and fire hydrants relocation.
- **(3) Traffic Signal Modification/Installation Plans (20 scale)**
  Similar to street improvement plans, the preliminary traffic signal design of Foothill Boulevard and A Street was developed as part of Phase I. Iteris will continue the preliminary design effort of A Street and complete the design for bid ready package with the additional at Foothill Boulevard and Irwindale Avenue (traffic signal modification) and Foothill Boulevard and A street (new traffic signal). Iteris will also develop the preliminary traffic signal design of Foothill Boulevard and B Street (new traffic signal), which is proposed to located on the western part of the Reliance development for Phase II. The plans will include all existing, removal and proposed traffic signal equipment, phase diagrams, conductor and pole schedules and necessary details for the construction of modified or new traffic signal systems. Proposed facilities will include, but not limited to: new/modified poles and foundations, mast arms, luminaire, controller, video detections, pull boxes, conduits, pedestrian push buttons, vehicular and pedestrian signals.
- **(2) Street Lighting Plan (40 scale)**
  There is existing street lighting along both sides of Foothill Boulevard within the project limits. As part of this project, the south side of Foothill Boulevard will be widened from B Street to Irwindale Avenue. Iteris will prepare 40 scale street lighting plans to relocate existing street lighting within the project area. The plan will conform to the requirements of the City, and will be designed per the standards and specifications required by the City. Iteris will also coordinate with Southern California Edison to modify existing street lighting circuit and service point if necessary.
- **(2) Signing and Striping Plan (40 scale)**
  Iteris will prepare 40 scale signing and striping plan along Foothill Boulevard within the project limits. The focus of this effort is restriping project frontages along Foothill Boulevard accommodating new traffic signals at A & B Street and existing traffic signal at Irwindale Avenue. The plan will show the existing signage and striping, as well new signs, stripes, and/or pavement markings necessary and suitable transition to join existing improvements.
- **(2) Street Median Island Irrigation, Landscaping & Hardscaping Plan (2 sheets in 40 scale)**
  The Iteris team will prepare street median island irrigation, landscaping & hardscaping plan for Phase I & II of

the subject project made to the satisfaction of the City.

- **(1) Utility Relocation Plan (1 sheet in 40 scale)**
  Iteris team will prepare a power poles relocation plan to serve as an exhibit to assist the Southern California Edison Company to identify the need of pole relocation. Detailed electrical plans of the proposed relocation work shall be prepared by Edison. Such detailed plans are not a part of our proposal.

The plans will conform to the requirements of the City, the Caltrans standards and specifications, and the requirements of the California Manual of Uniform Traffic Control Devices (CA MUTCD). The design plans will be submitted for City review up to three (3) times at 60%, 90% and 100% progress level. The 100% plan will be submitted as signed and sealed Mylars suitable to be included into a bid package by the City.

Subtask 3.2. Specifications and Cost Estimates
Iteris will prepare any special provisions relating to traffic engineering design work, if needed. Generally, Caltrans standard and specifications are adequate, but there may be items that may be unique to the design and this would require special provisions and specifications to be developed and included in the 90% and 100% Submittals. Lastly, Iteris will prepare an engineer's construction cost estimate to be included on all our submittals. The cost estimate will include qualities and unit costs with back up information as necessary.

Deliverables

- 60%, 90%, and 100% Plans and Cost Estimate
- Specifications at 90% and 100% Submittal Stages
- Electronic files at every stage in AutoCAD and PDF format if requested
- Mylar record drawings

TASK 4. TRAFFIC SIGNAL TIMING UPDATE

Iteris will prepare and implement new signal timings at all three project intersections.

Subtask 4.1. Field Inventory
Iteris will collect all pertinent information (such as speed surveys, collision history, Agency timing preferences, etc.) that will support the signal timing activities as part of this project. Iteris will also conduct fieldwork at the Foothill/Irwindale intersection to take digital pictures, measure crosswalk distances, and collect intersection phasing and controller cabinet information. Bicycle distances will be measured per the City's preference, whether using an aerial map or a recent design plan. The fieldwork for this signal-timing task will be performed in conjunction with the field work for the PS&E as identified in Task 2.

Subtask 4.2. Traffic Signal Timing Sheets
Prior to conducting any signal timing optimization, Iteris will first perform basic timing calculations analysis for both project intersections. Iteris will use data collected from the Field Inventory task and the latest version of the California Manual on Uniform Control Devices (CA MUTCD) to review and recommend vehicle, pedestrian, and bicycle clearance timing parameters, including but not limited to: minimum green, yellow, all-red, pedestrian walk and flashing don't walk times.

Using the turning movement counts provided by City, Iteris will develop detailed optimized timing for the AM, midday, and PM peaks in Synchro format for review and approval. Upon the City's approval of the optimized timing, implementation-ready timing sheets in the City's preferred format (e.g. Excel, PDF, Synchro printouts, etc.) will be generated to include updated basic and coordinated timing changes.

Subtask 4.3. Signal Timing Implementation and Fine-tuning
Iteris will implement new signal timings at the project intersections in the field or at the City's TransSuite Traffic Signal System located in the Public Works Building. Iteris will coordinate with City staff to ensure minimal disruption during implementation. All uploaded signal databases will be archived prior to making any changes and a copy of the downloaded timing will also be saved to PDF in order to record the changes made.

Field fine-tuning will begin immediately after the timing is implemented to ensure the timing is running as modeled and that there are no significant delays, especially for the side streets and left turns. Iteris will use the Tru-Traffic software to provide the City with historical data during the travel runs and to identify reasoning for any modifications requested during the fine-tuning task. Any modifications made will be recorded and updated onto the Synchro networks to generate a final fine-tuned network.

Deliverables

- Proposed Basic Timing
- Implementation-ready Synchro and Tru-Traffic files
- Final Fine-Tuned Tru-Traffic and Synchro networks
- Final timing sheets

TASK 5. CONSTRUCTION ENGINEERING SUPPORT SERVICES

Iteris will provide construction support to City inspection staff. During construction, Iteris staff will help the City staff approve traffic control, review RFIs, daily reports, etc. Iteris will make on-site inspections to check the quality and quantity of the work performed by all trades, if needed. This will assist the City in avoiding defects and deficiencies in the work of the Contractor. As necessary, Iteris will inspect construction to evaluate the Contractor's compliance with the intent of the construction documents. In support of this task, Iteris will conduct the following activities:

- Attend the pre-construction meeting and provide technical guidance with regards to the PS&E package.
- Review project construction schedule
- Respond to RFIs and revise and/or modify plans based on construction changes made in the field.
- Be available for construction site visits to assist with resolution of problems that arise during construction.
- Respond to RFIs and, if necessary, revise and/or modify plans based on construction changes made in the field.
- Assist City staff in the preparation of contract change orders.
- Participate in the final walk through ensuring compliance with construction requirements and providing a thorough "punch-list" of items that must be corrected and/or completed to satisfy the project requirements.

Proposed Project Schedule

Iteris proposed a six-month schedule to complete the design phase of this project as shown in **Figure 2**.

Figure 2 – Proposed Project Schedule

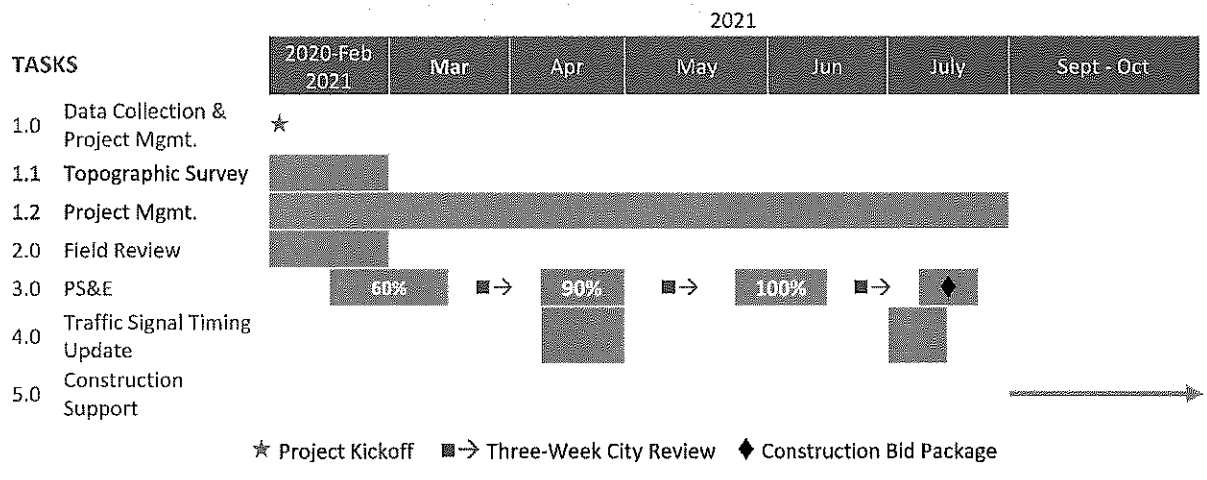


EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

Consultant shall perform the requested services on a time-and-materials basis as set forth in the Scope of Services in accordance with the following hourly rate schedule provided in Exhibits "C-2" and "C-3", but not to exceed the Contract Sum of $121,870.00.

The Contract Sum is inclusive of all costs and fees for labor, equipment, and materials of any kind utilized by Consultant to complete the services under this Agreement. Consultant shall not be entitled to any other compensation or reimbursement of expenses beyond the above hourly rate for performance of services under this agreement. Consultant shall charge the above hourly rate for any additional work performed that is authorized by the City in writing.

EXHIBIT "C-2"

Phase I Fee Schedule

Table 3 – Proposed Project Fee Schedule

TASK		ITERIS					COORY					TOTAL HOURS	TOTAL COST
		Nares Kim, PE Project Manager	Bernard Li, PE, TE, PTOE Senior Advisor & QA/QC	Mario Gutierrez Task Leader	Casey Hu Project Engineer	Assistant Engineer	Samir Khoury Principal Engineer	James Ung Design Engineer	Dung Chi Tran Engineer Technician	Clerical	2-Men Survey Crew		
Staff Rates		$200	$290	$150	$120	$110	$275	$198	$154	$66	$275		
Task 1	**Data Collection and Project Management**	**4**	**2**	**8**	**0**	**0**	**5**	**10.5**	**0**	**1**	**24**	**54.5**	**$ 12,700**
	Topographic Survey						2	8		1	24	35	$ 8,800
	Project Management	4	2	8			3	2.5				19.5	$ 3,900
Task 2	**Field Work**	**0**	**0**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**$ 2,160**
	Field Work			8	8							16	$ 2,160
Task 3	**Plans, Specificaiton sand Cost Estimate**	**9**	**5**	**72**	**152**	**0**	**14**	**98**	**3**	**6.5**	**5**	**364.5**	**$ 57,810**
	Street Improvement Plans						8	53	2	3		66	$ 13,200
	Utility Relocation Plans						1	10	1	1	5	18	$ 3,850
	Median Improvement Plans						2	35				37	$ 7,480
	Traffic Signal Plans - Phase I	4	2	42	72							120	$ 16,320
	Signing and Striping Plan	2	1	12	32							47	$ 6,330
	Street Lightign Plans	2	1	12	36							51	$ 6,810
	Sepcs and estimates	1	1	6	12		3			2.5		25.5	$ 3,820
												0	$ -
Task 4	**Traffic Signal Timing Update**	**4**	**1**	**24**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**45**	**$ 6,610**
	Traffic signal Timing update	4	1	24	16							45	$ 6,610
	SUB-TOTAL	**17**	**8**	**112**	**176**	**0**	**19**	**109**	**3**	**8**	**29**	**480**	**$ 79,280**
												ODCs (Travel, expenses,etc.)	**$ 650**
												Total Project Costs for Phase I	**$ 79,930**

EXHIBIT "C-3"

Phase II Fee Schedule

Table 1 – Proposed Project Fee Schedule

	TASK		ITERIS				COORY				TOTAL HOURS	TOTAL COST
			Naren Kim, PE Project Manager	Bernard Li, PE, EE, PTOE Senior Advisor & QA/QC	Mario Gutierrez Task Leader	Casey Hu Project Engineer	Samir Khoury Principal Engineer	James Ling Design Engineer	Engineering Tech	Clerical		
Staff Rates			$200	$290	$150	$120	$275	$198	$154	$66		
TASK | NAME	Task 1	Data Collection and PM	1	2	4	0	2	0	0	0	9	$ 1,930
		Project Management	1	2	4		2				9	$ 1,930
	Task 2	Field Work	0	0	4	4	0	0	0	0	8	$ 1,080
		Field Work			4	4					8	$ 1,080
	Task 3	PS&E	4	2	55	100	5	60	3	0.5	229.5	$ 35,380
		Street Improvement Plans					3	35	3	0.5	41.5	$ 8,250
		Median Island, Irrigation, & Landscaping Plan					2	25			27	$ 5,500
		Traffic Signal Plan	2	1	35	60					98	$ 13,140
		Signing & Striping Plan	1	1	10	20					32	$ 4,390
		Street Lighting Plan	1		10	20					31	$ 4,100
	Task 4	TS Timing	0	1	8	12	0	0	0	0	21	$ 2,930
		Traffic Signal Timing Update	0	1	8	12					21	$ 2,930
		SUB-TOTAL	5	5	71	116	7	60	3	1	268	$ 41,320
											ODCs (Travel, expenses,etc.)	$ 100
											Traffic Counts	$ 520
											Total Project Cost for Phase II Add-On	$ 41,940

CC ITEM 1H

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

City of
IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Award of Contracts for Construction and Construction Management and Inspection for the 2020-2021 Resurfacing Project; P-1026

City Manager's Recommendation:

That the City Council (1) authorize the City Manager to enter into an agreement with Hardy and Harper in the amount of $492,055 for the 2020-2021 Resurfacing Project; (2) approve a 20% project contingency in the amount of $98,411 to cover any unforeseeable conditions that may arise during construction; (3) authorize the City Manager to enter into an agreement with SA Associates in the amount of $64,000 for construction management, inspection, labor compliance oversight, and geotechnical testing services; (4) approve a 20% project contingency for construction management in the amount of $12,800 to cover any unforeseeable conditions that may arise during construction; (5) adopt Resolution No. 2021-27-3239 approving the balance transfer of $185,535.27 from the 2019-2020 Resurfacing Project to the 2020-2021 Resurfacing Project budget.

Administrative Action:

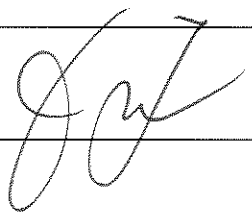
Submitted by:
Arsanious Hanna, City Engineer/ Building Official — Electronically Approved by City Engineer / Building Official

Prepared by:
Daniel Co, Assistant Engineer
(626) 430-2296 — Electronically Approved by Assistant Engineer

Reviewed by:
Adrian R. Guerra, City Attorney — Electronically Approved

Eva Carreon, Finance Director / City Treasurer — Electronically Approved

Approved by:
William K. Tam, City Manager



Background and Analysis:

The City's resurfacing program provides required maintenance to our street system, which extends the life of City streets and minimizes costly repairs, such as reconstruction. The 2020-2021 Resurfacing Project is identified in our Capital Improvement Program, and includes Buena Vista Street from Avenida Barbosa to City limits and Avenida Barbosa.

The plans and specifications for this project were approved by the City Council on January 27, 2021. The project was advertised on February 3, 2021 and February 10, 2021 in the local San Gabriel Valley Tribune Newspaper and in 4 online publications.

On February 23, 2021, the City received five (5) bids with the following results:

	Contractor	Base Bid	Alternate Bid	Base + Alternate Bid	Remarks
1	Hardy and Harper, Inc.	$436,000	$56,055	$492,055	
2	Sully-Miller Contracting Co.	$436,251	$48,369	$484,890	
3	All American Asphalt	$436,725	$46,758	$483,483	
4	Sequel Contractors, Inc.	$487,570	$60,360	$547,930	
5	Onyx Paving Company, Inc.	$555,000	$60,758	$615,758	

Staff reviewed the bid proposals and found Hardy and Harper, Inc. to be the lowest responsible bidder and recommends the contract be awarded to them for this project. Project was awarded to the company with the lowest base bid per Public Contract Code Section 10126(c)(1).

On February 3, 2021, staff issued a Request for Proposal (RFP) to various engineering and construction management firms soliciting proposals for professional construction management, inspection, labor compliance oversight, and construction material testing services for the construction of this project.

The following is a summary of responses to the City's RFP for construction management and inspection services:

Firm	Fee	Ranking
SA Associates	$ 64,000.00	1
Z&K Consultants	$ 65,048.00	2
Onward Engineering	$ 69,908.50	3
Quantum Consulting, Inc.	$ 67,215.00	4
FCG Consultants	$ 75,767.76	5
GK & Associates	$ 76,198.95	6
ERSC	$ 72,866.00	7
Design Concepts Consulting	$ 88,220.00	8
Transtech Engineers	$ 82,430.00	9
KOA Corp	$ 89,400.00	10
Dudek	$ 93,800.00	11
Interwest	$ 91,552.00	12
LAE Associates Inc.	$ 97,500.00	13

Southstar Engineering	$115,661.82	14

Staff evaluated each proposal received and applicants were ranked based on technical competency, project understanding, relevant experience, availability, schedule, project history, and general professionalism.

SA Associates was determined to be the most qualified firm for the project and staff is recommending that the construction management, inspection, labor compliance oversight, and materials testing services contract be awarded to SA Associates.

Fiscal Impact:

Funding for this Project is budgeted in the FY 2020/2021 CIP Budget as the 2020-2021 Resurfacing Program in the amount of $510,000. If approved, Resolution 2021-27-3239, authorizing the balance transfer from the 2019-2020 Resurfacing Project of $185,535.27, will provide sufficient funding for the construction, construction management, and project related expenses for the 2020-2021 Resurfacing Project. The Project is funded by the Mining Impact Fund, Gas Tax, Prop C, TDA, Measure R and Measure M funds, and accounted for in the Capital Projects Fund 48 (Account Number 48-80-800-45300-8343).

Attachment(s):

- Contract Service Agreement for Construction
- Contract Agreement for Construction Management, Inspection, Labor Compliance Oversight & Geotechnical Testing Services
- Resolution 2021-27-3239

AGREEMENT

THIS AGREEMENT made and entered into at Irwindale, California, by and between the City of Irwindale, **(hereinafter "City")**, and Hardy & Harper, Inc., 32 Rancho Circle, Lake Forest, CA 92630 **(hereinafter "Contractor").**

WHEREAS, City desires to reconstruct/resurface the pavement on Avenida Barbosa and Buena Vista Street in the City of Irwindale ("hereinafter Project")

WHEREAS, City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined herein.

WHEREAS, Contractor, following submission of a proposal or bid for the performance of the services defined herein was selected by the City to perform those services.

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

WHEREAS, the Parties desire to formalize the selection of Contractor for performance of those services defined and described herein and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE I

That the Contract consists of this Agreement, the Notice to Bidders, the Accepted Proposal, Incorporation Statement, List of Subcontractors, Licensed Contractor's Declaration, Bid Form, Bid Security Form, Bid Bond, Bid Sheet/Non-Collusion Affidavit, Labor and Material Bond, Performance Bonds, Warranty Bond, the Specifications, and Special Provisions, the Construction Drawings, the Standard Drawings and all addenda as prepared prior to date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. All of the provisions of all said Contract Documents are hereby incorporated in and made a part of this Agreement as if fully set forth herein. In the event of any inconsistency between the terms of the Contract Documents and the terms of this Contract, the terms of the Contract Documents shall govern.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the City as set forth in said Contract Documents, the Contractor agrees with

the City to do the work and furnish the materials in accordance with said Contract Documents, which work is generally referred to as

2020-2021 RESURFACING PROJECT, IN THE CITY OF IRWINDALE: AVENIDA BARBOSA AND BUENA VISTA STREET FROM AVENIDA BARBOSA TO CITY LIMITS; P-1026

and to furnish at its cost and expense all tools, equipment, services, labor and materials necessary therefore, and to pay all applicable taxes, and to do everything required herein and by said Contract Documents.

ARTICLE III

For, and only in the event of, the furnishing of all said services and materials, the obtaining of all permits and licenses of a temporary nature, the furnishing and removing of all debris and temporary work structures and temporary work installations, tools, and equipment, and the doing of all the work contemplated and embraced in said Contract Documents, also in full payment for all loss and damage arising out of the nature or performance of the aforesaid work during its progress or prior to its acceptance, from the action of the elements, and from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, and for and from all other risks of any description connected with said work, also in full payment for all expenses incurred by or in consequence of the suspension or discontinuance of said work, except such as in said Contract Documents are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in said Contract Documents and in accordance with the requirements of the Engineer of said City under them; the City will pay and the Contractor shall receive in full compensation therefor the prices set forth in the Accepted Proposal.

ARTICLE IV

The City hereby promises and agrees with said Contractor to employ, and does hereby employ said Contractor, to provide the material and to do the work according to the terms and conditions contained and referred to in said Contract Documents for the bid prices filled in on the Bid Sheet, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in said Contract Documents, and that the obligations and benefits set forth in said Contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

ARTICLE V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a notice to proceed has been given in writing to the Contractor by the City which notice shall be given by the Engineer of said City within five (5) days from the date of signing this Contract by the City and the Contractor shall complete work within the time limit stated in the Notice to Bidders.

IN WITNESS WHEREOF, City and Contractor have caused this Contract to be executed this 10th day of March, 2021, by their respective officers or agents herein duly authorized.

CITY OF IRWINDALE

By: _____
William K. Tam, City Manager

ATTEST:

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

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLC

By: _____
Adrian Guerra, City Attorney

Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630

By: _____
Michael Murray, Vice President

City of Irwindale
California

PROPOSAL
2020-2021 RESURFACING PROJECT, IN THE CITY OF IRWINDALE:
AVENIDA BARBOSA AND BUENA VISTA STREET FROM AVENIDA BARBOSA TO CITY LIMITS.
P-1026

The undersigned, as bidder, declares that he or she has carefully examined the location of the proposed work, the proposed form of agreement, and the plans and specifications herein referred to. He or she proposes and agrees that, if this proposal is accepted, he or she will contract with the City of Irwindale to provide all equipment, materials and labor to the satisfaction, and under the supervision of, the City Engineer at the following prices.

It is understood that the time within which the above-mentioned work must be completed by the undersigned is fixed at **40 working days** starting from the day after the issuance of the Notice to Proceed.

BIDDER'S PROPOSAL

The undersigned bidder declares that he/she has carefully examined the Plans, the General Conditions and Specifications and agrees to complete the work so covered to the City of Irwindale. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice Inviting Bids" which document is made a part of this proposal.

2020-2021 RESURFACING PROJECT, IN THE CITY OF IRWINDALE: AVENIDA BARBOSA AND BUENA VISTA STREET FROM AVENIDA BARBOSA TO CITY LIMITS.
P-1026

BID SCHEDULE:

Buena Vista Street:

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	7,000	7,000
2	TRAFFIC CONTROL	1	LS	13,105	13,105
3	CLEARING AND GRUBBING	1	LS	3,000	3,000
4	STORMWATER POLLUTION PREVENTION/EROSION CONTROL	1	LS	3,000	3,000
5	PRESERVATION OF EXISTING CITY MONUMENTS	1	LS	3,000	3,000
6	COLDMILL (GRIND AND DISPOSE) EXISTING AC PAVEMENT, 2" MIN. DEPTH	222,000	S.F.	0.21	46,620
7	CONSTRUCT 2" AC OVERLAY	2640	TONS	66.00	174,240
8	ADJUST ALL MANHOLES AND UTILITY COVERS TO GRADE	1	LS	15,000	15,000
9	INSTALL CALTRANS TYPE E LOOP DETECTORS	8	EA	400.00	3,200

10	INSTALL CALTRANS TYPE D BICYCLE LOOP DETECTORS	4	EA	400.00	1,600
11	INSTALL SPECIALTY LOOP DETECTOR PER PLAN	1	EA	400.00	400.00
12	REMOVE EXISTING PAVEMENT MARKINGS AND STRIPING ON CONCRETE AND ASPHALT	1	LS	500.00	600.00
13	INSTALL 6" SOLID WHITE LINE W/ TYPE G PAVEMENT MARKERS, A20A	200	LF	0.65	130.00
14	INSTALL 6" DASHED WHITE LANE LINE W/ TYPE G PAVEMENT MARKERS, A20A DETAIL 9	6150	LF	0.55	3,382.50
15	INSTALL 6" TWO-WAY LEFT TURN LANE, A20B DETAIL 32	2870	LF	1.75	5,022.50
16	INSTALL 6" SOLID DOUBLE YELLOW LINE W/ PAVEMENT MARKERS, A20A DETAIL 22	1250	LF	1.15	1,437.50
17	INSTALL 8" SOLID WHITE LANE LINE W/ PAVEMENT MARKERS, A20D DETAIL 38	700	LF	1.15	805.00
18	INSTALL 12" SOLID WHITE LINE, A24E	400	LF	2.10	840.00
19	INSTALL 6" DASHED WHITE LANE LINE EXTENSION, A20D DETAIL 40	150	LF	0.55	82.50
20	INSTALL 6" DASHED YELLOW CENTER LINE EXTENSION, A20D DETAIL 41	100	LF	0.55 ~~2.10~~ (SK)	55.00 ~~105.00~~ (SK)
21	INSTALL 12" SOLID WHITE DIAGONAL LINE @ 50' O.C., A24E	50	LF	2.10 ~~25.00~~ (SK)	105.00 ~~525.00~~ (SK)
22	INSTALL TYPE IV ARROW (L) OR (R), A24A	7	EA	75.00 ~~50.00~~ (SK)	525.00 ~~200.00~~ (SK)

23	INSTALL SPEED LIMIT "40" PAVEMENT MARKING, A24C	4	EA	50.00	200.00
24	INSTALL "STOP" PAVEMENT MARKING, A24D	1	EA	100.00	100.00
25	INSTALL BLUE RAISED PAVEMENT MARKERS, PER CA MUTCD 3B-102	1	LS	250.00	250.00
26	FURNISH AND INSTALL CITY 84" x 60" PROJECT SIGNS	2	EA	1,200	2,400

TOTAL BID FOR BUENA VISTA STREET: $ 286,000.00

AVENIDA BARBOSA:

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	3,000	3,000
2	TRAFFIC CONTROL	1	LS	4,229	4,229
3	CLEARING AND GRUBBING	1	LS	1,000	1,000
4	STORMWATER POLLUTION PREVENTION/EROSION CONTROL	1	LS	2,000	2,000
5	PRESERVATION OF EXISTING CITY MONUMENTS	1	LS	1,000	1,000
6	COLDMILL (GRIND AND DISPOSE) EXISTING AC PAVEMENT, 2" MIN. DEPTH	103,100	S.F.	0.21	21,651
7	CONSTRUCT 2" AC OVERLAY	1230	TONS	66.00	81,180
8	REMOVE EXISTING AND CONSTRUCT NEW 4" THICK P.C.C. SIDEWALK	500	S.F.	13.00	6,500
9	REMOVE EXISTING AND CONSTRUCT NEW 6" THICK P.C.C. DRIVEWAY PER DETAIL DRAWING ON PLAN	400	S.F.	19.00	7,600
10	ADJUST ALL MANHOLES AND UTILITY COVERS TO GRADE	1	LS	5,000	5,000
11	INSTALL CALTRANS TYPE E LOOP DETECTORS	5	EA	400.00	2,000
12	INSTALL CALTRANS TYPE D BICYCLE LOOP DETECTORS	4	EA	400.00	1,600
13	REMOVE EXISTING PAVEMENT MARKINGS AND STRIPING ON CONCRETE	1	LS	500.00	500.00
14	INSTALL 6" SOLID WHITE LINE W/ TYPE G PAVEMENT MARKERS, A20A	100	LF	0.65	65.00

15	INSTALL 6" DASHED WHITE LANE LINE W/ TYPE G PAVEMENT MARKERS, A20A DETAIL 9	2200	LF	0.55	1,210
16	INSTALL 6" TWO-WAY LEFT TURN LANE, A20B DETAIL 32	330	LF	1.75	577.50
17	INSTALL 6" SOLID DOUBLE YELLOW LINE W/ PAVEMENT MARKERS, A20A DETAIL 22	1400	LF	1.15	1,610
18	INSTALL 8" SOLID WHITE LANE LINE W/ PAVEMENT MARKERS, A20D DETAIL 38	1120	LF	1.15	1,288
19	INSTALL 12" SOLID WHITE LINE, A24E	435	LF	2.10	913.50
20	INSTALL 6" SOLID WHITE LINE, A20B DETAIL 27B	2900	LF	0.65	1,885.00
21	INSTALL 12" SOLID WHITE DIAGONAL LINE @ 50' O.C., A24E	710	LF	2.10	1,491
22	INSTALL TYPE IV ARROW (L) OR (R), A24A	10	EA	75.00	750.00
23	INSTALL TYPE VII (L) ARROW, A24A	2	EA	150.00	300.00
24	INSTALL BLUE RAISED PAVEMENT MARKERS, PER CA MUTCD 3B-102	1	LS	250.00	250.00
25	FURNISH AND INSTALL CITY 84" x 60" PROJECT SIGNS	2	EA	1,200	2,400

TOTAL BID FOR AVENIDA BARBOSA: $ 150,000.00

TOTAL BASE BID AMOUNT FOR BUENA VISTA STREET AND AVENIDA BARBOSA:

$ 436,000.00

Four hundred thirty-six thousand dollars and zero cents

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

ALTERNATE BID: 1" ADDITIONAL GRIND AND OVERLAY ON AVENIDA BARBOSA

AVENIDA BARBOSA:

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	COLDMILL (GRIND AND DISPOSE) EXISTING AC PAVEMENT, ADDITIONAL 1" MIN. DEPTH	103,100	S.F.	0.15	15,465.00
2	CONSTRUCT ADDITIONAL 1" AC OVERLAY	615	TONS	66.00	40,590.00

TOTAL ALTERNATE BID FOR AVENIDA BARBOSA: $ 56,055.00

fifty-six thousand and fifty-five dollars and zero cents
(TOTAL ALTERNATE BID AMOUNT WRITTEN IN WORDS)

Accompanying this bid is $ Bid Bond ("cash," "cashier's check," or "bidder's bond"--underline one), in an amount equal to at least ten percent (10%) of the total bid.

If awarded the contract, the undersigned agrees that should he or she fail to execute the required contract, and file the necessary bonds and insurance certificates within ten (10) days (excluding Saturdays, Sundays and legal holidays) after the City Engineer has mailed notice of the award of contract to him or her, the proceeds of the security accompanying this bid shall become the property of the CITY. This bid and the acceptance hereof may then, at the City option, be considered null and void.

If an individual, so state; if a partnership, state the firm name and give the names of all individual partners, limited and general; if a corporation, state the names of the president, secretary, treasurer and manager, if any.

NAME OF CONTRACTING FIRM Hardy & Harper, Inc.

ADDRESS 32 Rancho Circle Lake Forest, CA 92630

TELEPHONE (714) 444-1851 FAX (714) 444-2801

STATE LICENSE NO. 215952 EXPIRATION DATE 12/31/2021

FEDERAL TAX IDENTIFICATION NUMBER 95-2251022

SIGNATURE OF BIDDER(S) _____ (Authorized Signature)

PRINT NAME OF BIDDER(S) Michael Murray - Vice President

DATE 02/18/2021

ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE.

Arsanious Hanna, P.E.
City Engineer

Hardy & Harper, Inc.
asphalt paving contractor
32 RANCHO CIRCLE
LAKE FOREST, CA 92630
(714) 444-1851 FAX (714) 414-2801
STATE LIC. NO. 215952
DIR NO. 1000000076

Hardy & Harper, Inc.
S. Corporation
32 Rancho Circle. Lake Forest, CA 92630

Dan T. Maas – President, Chief Financial Officer

Michael Murray – Vice President

Tanner Hambright – Vice President

Kristen S. Paulino – Corporate Secretary

REFERENCES:

1. Please see attached - Hardy & Harper, Inc. References.

Contract Amount Type of Work Date Completed

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project.

2.

Contract Amount Type of Work Date Completed

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project.

3.

Contract Amount Type of Work Date Completed

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project.

4.

Contract Amount Type of Work Date Completed

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project.

Owner/Agency	Contact Info	Project Title, Amount & Completion Date
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	Joseph Fuentes 714-536-5431 jfuentes@surfcity-hb.org	Nichols Lane Rehabilitation From Slater Ave to Warner Ave $644,000.00 9/2016
City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234	Bill Simmons 760-770-0340 bsimmons@cathedralcity.gov	Date Palm Dr & Cathedral Canyon Pavement Rehabilitation $939,000.00 11/2016
City of Moreno Valley 14177 Federick Street Moreno Valley, CA 92552	Henry Ngo 951-413-3100 henryn@moval.org	Edgemont Neighborhood Pavement Rehabilitation $383,000 12/2016
City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709	Fe Rama 909-364-2600 frama@chinohills.org	FY 2016-2017 Street Improvement Project $1,039,000.00 12/2016
County of San Bernardino 825 East 3rd Street San Bernardino, CA 92415	Melinda Barnes 909-387-7920 mebarnes@dpw.sbcounty.gov	Slover Ave Phase II $2,405,020.32 1/2017
City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660	Frank Tran 949-644-3340 ftran@newportbeachca.gov	MacArthur Blvd Pavement Rehabilitation $2,142,045.66 3/2017
County of Los Angeles 900 S Fremont Ave Alhambra, CA 91803	Jose Pou 626-458-2191 jpou@dpw.lacounty.gov	124th Street Et. Al RDC0013372 $4,304,600.00 12/2014
City of Palos Verdes Estates 340 Palso Verdes Dr. West Palos Verdes Estates, CA 90274	Jack Rydell 310-378-0383 jackrydell@caaprofessionals.com	FY 14/15 Street Resurfacing Project 14-07 $1,187,987.00 12/2014
City of Tustin 300 Centennial Way Tustin, CA 92780	Eddy Jan 714-573-3157 ejan@andpen.com	2013-14 Roadway Rehabilitation & Sidewalk Repair project $1,491,543.00 12/2014
City of Pasadena 100 N. Garfield Ave Pasadena, CA 92570	Richard Yee 626-744-4643 Richardyee@cityofpasadena.net	Preventitive Maintenance Street Fed ID NO. STPL-5064(081) $1,518,231.24 8/2015
City of Cypress 5275 Orange Ave Cypress, CA 90630	Nick Mangkalakiri 714-229-6729 nmangkalakiri@cypressca.org'	2008/09 Overlay Project $1,366,000.00 6/2009
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	Eric Charlonne 714-536-5430 echarlonne@surfcity-hb.org	Rehabilitation of Center Magnolia & Springdale $2,393,000.00 8/2012
City of Laguna Niguel 27791 La Paz Road Laguna Niguel, CA 92677	Frank Borges 949-362-4325 fborges@ci.laguna-niguel.ca.us	10-11 Overlay & sub Drain Improvement $1,573,000.00 4/2011
City of Desert Hot Springs 65-950 Pierson Blvd Desert Hot Springs, CA 92240	Hal Goldenberg 760-329-6411 hgoldenberg@cityofdhs.org	2012 Street Rehabilitation Program Phase 2 $1,212,000.00 11/2012
City of Perris 101 N "D" Street Perris, CA 92572	Chris Sunde 951-943-6504 chris@trilakeconsultants.com	2012 Grind & Overlay Rehabilitation $789,000.00 11/2012

City of Pasadena 100 N. Garfield Ave Pasadena, CA 92570	Elvin Jiang 626-744-6912 elvinjiang@cityofpasadena.net	2009 Resurfacing of Streets $4,473,000.00 12/2010
City of Laguna Niguel 27791 La Paz Road Laguna Niguel, CA 92677	Frank Borges 949-362-4325 fborges@ci.laguna-niguel.ca.us	Marina Hills Neighborhood Pavement Rehabilitation Project $3,738,000.00 5/2018
County of Riverside 3525 14th Street Riverside, CA 92501	Trai Nguyen 951-961-5363 tnguyen@dpw.sbcounty.gov	Murrieta Hot Springs Road $1,305,000.00 4/2014
City of Westminster 8200 Westminster Blvd Westminster, CA 92683	Tuan Pham 714-548-3456 tpham@westminster-ca.gov	Brookhurst Street $1,116,920.00 3/2014
City of Riverside 3900 Main Street Riverside, CA 92501	Steve Howard 951-826-5708 showard@riversideca.gov	Arterial Street Maintenance $4,444,000.00 3/2014
City of Jurupa Valley 8939 Limonite Ave Jurupa Valley, CA 92509	Mike Myers 951-332-6464 mmyers@jurupavalley.org	TRIP Pavement Rehabilitation Phase I $1,254,012.21 3/2017
City of Laguna Hills 24035 El Toro Rd Laguna Hills, CA	Kenneth H. Rosenfield (949) 707-2655 krosenfield@lagunahillsca.gov	Arterial Pavement Management Project Street Rehabilitation $1,275,406.90 5/2017
City of Highland 27215 Base Line Highland, CA 92347	John Egan 909-890-1255 jegan@erscinc.com	West Highland Bikeways Infrastructure & Pavement Improv $2,678,788.77 7/2017
City of Irvine One Civic Center Plaza Irvine, CA 92623	Brian Brown 949-724-6000 bbrown@cityofirvine.org	Yale Ave Rehabilitation Irvine Center Drive $2,453,343.83 7/2017
City of Riverside 3900 Main Street Riverside, CA 92501	Steve Howard 951-826-5708 showard@riversideca.gov	Minor Street Maintenance $1,543,000.00 4/2014
County of San Bernardino 825 East 3rd Street San Bernardino, CA 92415	J.D Gayman 909-387-7924 jdgayman@dpw.sbcounty.gov	San Bernardino Ave $1,577,000.00 6/2014
City of Inglewood One Manchester Blvd Inglewood, CA 90301	Hunter Nguyen 310-412-5333 hhnter@cityofinglewood.org	Street & Alleys Rehabilitation Project $2,639,330.06 11/2017
City of Laguna Niguel 30111 Crown Valley Parkway Laguna Niguel, CA 92677	Frank Borges 949-362-4325 fborges@ci.laguna-niguel.ca.us	St. Christopher Neighborhoods & Via Vetti Pavement Rehabilitation $1.226.861.00 9/2015
City of Norco 2870 Clark Ave Norco, CA 92860	Bill Thomas 951-735-3900 bthomas@ci.norco.ca.us	FY 2015-16 Annual Minor Street Rehabilitation Phase I $777,000.00 10/2015
City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063	Fuad Shamout 805-318-0661 fshamout@simivalley.org	FY 2015-16 Annual Minor Street Rehabilitation $1,213,960.50 11/2015
City of Walnut 21201 La Puente Rd	Natalie Avila 909-594-9702	Area 1 & 2 Street Resurfacing project

Walnut, CA 91789	navila@rkagroup.com	$1,076,200.00	11/2015

PUBLIC WORKS REFERENCES
2017/2019

Attachment A

Owner/Agency	Contact	Project (Amount & Completion Date)
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509	Mike Myers (951) 332-6464 mmyers@jurupavalley.org	T.R.I.P Pavement Rehab. Phase I $1,254,012.21 03/17
City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660	Frank Tran (949) 644-3340 ftran@newportbeachca.gov	MacArthur Blvd Pavement Rehabilitation $2,142,045.66 3/17
City of Rancho Cucamonga 10500 Civic Center Drive Rancho Cucamonga, CA 91730	Romeo M. David (909) 477-2740 Romeo.David@cityofrc.us	Red Hill Park Pedestrian Trail Renovation Project $171,888.70 3/17
City of Signal Hill 2175 Cherry Ave Signal Hill, CA 90755	Anthony Caraveo (562) 989-7352 acaraveo@cityofsignalhill.org	Willow Street Improvement Project $922,100.43 6/17
City of Laguna Hills 24035 El Toro Rd Laguna Hills	Frank Tran (949) 644-3340 ftran@newportbeachca.gov	Arterial Pavement Mngmt. Project Street Rehabilitation $1,375,406.90 6/17
City of Highland 27215 Base Line Highland, CA 92346	John Egan (909) 890-1255 jegan@erscinc.com	West Highland Bikeways Infrastructure & Pavement Imprv. $2,678,788.77 7/17
City of Irvine One Civic Center Plaza Irvine, CA 92623	Brian Brown (949) 724-6000 bbrown@cityofirvine.org	Yale Ave Rehabilitation Irvine Center Drive Bid No. 17-1160 $2,453,343.83 7/17
City of Pasadena 100 N. Garfield Ave Pasadena, CA 91109	Tony An (626) 744-7403 tan@cityofpasadena.net	Preventative Maintenance of Street 2016 $945,932.59 8/17
City of Ontario 303 East B Street Ontario, CA 91764	Miguel Sotomayor (909) 395-2108 msotomayor@ontarioca.gov	ATP Cycle I Safe Routes to School Sidewalk Imprv. $824,850.88 10/17
City of Inglewood One Manchester Blvd Inglewood, CA 90301	Hunter Nguyen (310) 412-5333 hhunter@cityofinglewood.org	Streets & Alleys Rehabilitation Project $2,639,330.06 11/17

PUBLIC WORKS REFERENCES
2017/2019

Attachment A

Owner/Agency	Contact	Project (Amount & Completion Date)
City of Covina 125 E. College Covina, CA 91723	Chris Marcarello (626) 384-5490 pw@covinaca.gov	Grand Ave. Street Rehabilitation Fed Project N0. :STPL-5118(020) $3,030,000.00 5/18
City of Rancho Palos Verdes 30940 Hawthorn Blvd. Rancho Palos Verdes, CA 90275	Ron Dragoo (310)544-5252 gkwolek@lcf.ca.gov	Residential St. Rehab. Project $2,227,000.00 5/18
City of Downey 11111 Brookshire Ave. Downey, CA 90241	Edwin. Norris (562) 904-7110 enorris@downeyca.org	CIP No. 18-02 Residential St. Pavement Rehab. Project $1,808,000.00 03/19
City of Dana point 33282 Golden Lantern Dana Point, Ca 92629	Matthew Sinacori (949) 248-3500 msinacori@danapoint.org	Arterial Roadway Resurface & Pavement Preservation Project $3,993,000.00 1/18
City of Fountain Valley 10200 Slater Ave. Fountain Valley, CA 92708	Fatana Temory (714)593-4433 fatana.Temory@fountianvalley.org	Resurface & Rehab. Of Euclid Street from Slater Ave. to Warner ave. No. TI-271 $1,077,000.00 9/18
City of Pomona 505 South Garey Ave. Pomona, CA 91766	Public Works (909)620-2261 pwengineering@ci.pomona.ca.us	Major Street Improvements $3,839,000.00 8/18
City of Lancaster 44933 Fern Ave. Lancaster, CA 93534	Luis Garibay (661)723-6110 lgarbibay@cityoflancaster.org	2018 Sidewalk, Curb & Gutter Repairs $1,976,000.00 12/18
City of Tustin 300 Centennial way Tustin,CA 92780	Mario Medina (949)394-8955 mmedina@tustinca.org	FY 2017-18 Roadway Rehab. & Sidewalk Repair Project $1,575,125.00 10 /18
City of Vernon 4305 S. Santa fe Ave. Vernon, CA 90058	Daniel Wall (323) 583-8811 x305 PublicWorksBids@ci.vernon.ca.us	Downey Road Improvements $2,584,000.00 1/17
City of Diamond Bar 21810 Copley Drive	Jason Williams (909)839-7050	Residential &Collector Road Rehab. Project

PUBLIC WORKS REFERENCES
2017/2019

Attachment A

Diamond Bar, CA 91765	Jwilliams@diamondbarca.gov	$1,551,000.00	12/18

PUBLIC WORKS REFERENCES
2017/2019

Attachment A

Owner/ Agency	Contact	Project(Amount&Completion Date
City of Pasadena 100 N. Garfield Ave. Pasadena, CA 91101	Tony An (626)744-7403 tan@cityofpasadena.net	Preventative Maintenance Service $2,424,216.00 4/19
City of San Jacinto 595 S san Jacinto Ave. San Jacinto, CA 92583	Kristy (951) 654-3592 Kristy@trilakeconsoltants.com	2018 Downtown Pavement Rehabilitation $1,818,000.00 1/19
City of Cypress 5275 Orange Ave. Cypress, CA 90630	Public Works (714)229-6740	Community Center Parking Lot Seal Coat Project 223 $75,827.00 12/18
City of Westminster 8200 Westminster Blvd. Westminster, CA 92683	Marwan N. Youssef (714)548-3460 vejohnson@westminister-ca.gov	Citywide Residential St. Improvements $1,462,000.00 2/19
City of Lancaster 44933 Fern Ave. Lancaster, CA 93534	Luis garibay (661)723-6110 lgarbibay@cityoflancaster.org	2017 Pavement Management Program 17-003 $2,727,000.00 4/18

DESIGNATION OF SUBCONTRACTORS

Subcontractors who will perform work or render services to the contractor or who, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to the Specifications in an amount in excess of one-half of one percent of the contractor's total bid (or in excess of ten thousand dollars [$10,000.00] whichever is greater, [to be used in cases of bids involving the construction of streets or highways, including bridges]) shall be listed. Failure of the bidding general contractor to list its subcontractors on this form or one attached to this bid shall be in violation of the law and shall be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111. If a contractor whose bid is accepted later wants to substitute any subcontractor in place of a subcontractor listed in the original bid, any changes shall be subject to City approval and must comply with California Public Contract Code Sections 4107 and 4107.5 and all applicable California Code.

The bidder shall set forth the following information below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under sub-agreement to the contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each portion of work.

3. If the contractor fails to specify a subcontractor or if the contractor specifies more than one subcontractor for the same portion of work to be performed under the agreement, he/she agrees that he/she is fully qualified to perform that portion himself or herself, and that he or she shall perform that portion himself or herself.

The contractor may submit an updated **DESIGNATION OF SUBCONTRACTORS** form up to 24 hours after the bid opening containing (1) the estimated amount and (2) the percentage of contract. All other information shall be submitted prior to the bid opening.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Contractor's License #	Classification	Estimated $ Amount	% of Contract
All American Asphalt	267073	A	65,000	15%
Smithson Electric	614518	A	7,600	2%
Cal Stripe	685387	A	24,000	6%
EBS	932798	A	16,000	4%

Non - Collusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)
To the

THE CITY of IRWINDALE

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Michael Murray - Vice President

Bid Bond

Bid Bond Number: CSBA-16583

CONTRACTOR:
(Name, legal status and address)
Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630

SURETY:
(Name, legal status and principal place of business)
Fidelity and Deposit Company of Maryland
777 South Figueroa Street, Suite 3900
Los Angeles, CA 90017

OWNER:
(Name, legal status and address)
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

This document has important legal consequences. Consultation with An attorney is encouraged with respect its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered Plural where applicable.

BOND AMOUNT: Ten Percent (10%) of Amount Bid
PROJECT: 2020-2021 Resurfacing Project, In The City Of Irwindale: Avenida Barbosa And Buena Vista Street From Avenida Barbosa To City Limits, P-1026

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of February, 2021

Ashlie Blanchard
(Witness) Ashlie Blanchard

Hardy & Harper, Inc.
(Principal) *(Seal)*

(Title) Michael Murray - V.P.

Melissa Ann Vaccaro
(Witness) Melissa Ann Vaccaro

Fidelity and Deposit Company of Maryland
(Surety) *(Seal)*

(Title) Dwight Reilly, Attorney-in-Fact

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

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 Orange)

On 2/18/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MELISSA ANN VACCARO
COMM. #2241394
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2022

Signature _____ (Seal)
Melissa Ann Vaccaro

Bond No. CSBA-16583

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, California**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Orange)

On February 18, 2021 before me, Ashlie Blanchard, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Michael Murray
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

ASHLIE BLANCHARD
COMM. #2279550
Notary Public-California
ORANGE COUNTY
My Comm. Expires March 3, 2023

Signature Ashlie Blanchard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR

CONSTRUCTION MANAGEMENT, INSPECTION, LABOR COMPLIANCE OVERSIGHT & GEOTECHNICAL TESTING SERVICES FOR

2020-2021 RESURFACING PROJECT; P-1026

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 10TH day of March, 2021, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and SA Associates, 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007, (herein "Consultant").

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, the 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 Sixty Four Thousand and 00/100 Dollars ($64,000) ("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 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 twenty percent (20%) of the Contract Sum but not exceeding a total contract amount of Twelve Thousand Eight Hundred and 00/100 Dollars ($12,800) 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 the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding 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 one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Mr. Shahnawaz Ahmad, P.E. 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. William Tam, 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 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the

Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City , either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or negligent failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of

the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

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 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 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 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.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

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

_____

William K. Tam, City Manager

ATTEST:

_____

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Adrian Guerra, City Attorney

CONSULTANT:

SA Associates

By:_____

Name:

Title:

By:_____

Name:

Title:

Address: 1130 W. Huntington Drive, Unit 12

Arcadia. CA 91007

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 _____, 2019 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 _____, 2019 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

See Attached Proposal

I. Consultant will perform engineering, project management, inspection, and geotechnical testing services related to the 2020-2021 Resurfacing Project, which is identified in the City's Capital Improvement Program, including, but not limited to, the following (herein after referred to collectively as "Services"):

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Construction/Project Management and Inspection:

1. Manage the construction of this CIP project to ensure compliance with the Plans, Specifications, and other requirements, such as but not limited to the Contracts, Traffic Control, Cal-OSHA Standards, Outside Agency Permits, Standard Plans, and other projects requirements

2. Prepare for Agency review and signature correspondence with: contractor, designer, and regulatory agencies.

3. Attend pre-construction and progress meetings and prepare agendas and minutes.

4. Coordinate agency sub-consultants and utilities.

5. Coordinate with agency and contractor a Public Outreach Program whereby residents, business owners, and other parties are informed of lane closures and general progress of the project.

6. Prepare monthly costs progress reports and contract change orders for agency review and approval.

7. Review contractor's weekly payroll for compliance with prevailing wages. Review contractor's progress payment requests and recommend approval.

8. Review and approve storm water pollution prevention plan, as well as other pollution control requirements.

9. Provide a Full-Time Public Works Inspector for this CIP project.

10. Prepare daily diaries (log), fill out Incident (accident) Reports, and take before, during and after pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the City on the next business day for review and filing.

11. Provide digital images of this CIP project to the City of Irwindale in "jpg" format.

12. Ensure that "as-constructed" plans are completed and submitted to agency for final review.

13. Prepare "punch-list" of unfinished work and ensure that it is completed before "Notice of Completion" is issued.

B) **Labor Compliance Oversight**:

1. Meet with city staff prior to beginning of work to discuss background, scope objectives and other pertinent details of the projects. The consultant shall attend periodic meetings with City staff at various stages of the projects as needed.

2. Verify all the requirements in accordance with Contract Documents.

3. Perform interviews at the job site to determine classification and wages of employees.

4. Collect and review reports generated from the contractor's payroll office.

C) **Geotechnical Testing**:

1. Compaction testing during construction.

2. Observation & testing during asphalt placement.

3. Batch Plant inspection.

4. Observation & testing during concrete placement.

5. Laboratory Testing.

6. Other testing as required by the City Engineer.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

- Construction/Project Manager – Shahnawaz Ahmad, PE, QSD
- Engineer – Jorge Lovo, P.E., QSD/QSP, LEED GA
- Engineer – Adam Roesch, P.E., QPSWQ, QSD/QSP
- Construction Inspector – Craig Jents
- Construction Inspector – Mark Luera
- Ronald Hanson – Principal Engineering Geologist
- Matin Noorzay – Sr. Field Engineer/Field Operation Manager
- Any other personnel approved by the City Engineer.

SA
ASSOCIATES

DELIVERING VALUE ... COMMITTED TO EXCELLENCE

CITY OF IRWINDALE

PROPOSAL FOR

CONSTRUCTION/PROJECT MANAGEMENT AND INSPECTION, LABOR COMPLIANCE OVERSIGHT AND GEOTECHNICAL TESTING SERVICES FOR 2020-2021 RESURFACING PROJECT, IN THE CITY OF IRWINDALE: AVENIDA BARBOSA AND BUENA VISTA STREET FROM AVENIDA BARBOSA TO CITY LIMITS, P-1026

FEBRUARY 22, 2021

SA
ASSOCIATES

February 22, 2021

Luis Pimentel, Engineering Technician
City of Irwindale
Public Works Department
5050 N. Irwindale Avenue
Irwindale, CA 91706

Subject: Proposal for Construction/Project Management and Inspection, Labor Compliance Oversight and Geotechnical Testing Services for 2020-2021 Resurfacing Project, in the City of Irwindale: Avenida Barbosa and Buena Vista Street from Avenida Barbosa to City Limits, P-1026

Dear Mr. Pimentel:

In accordance with the Request for Proposal, we are pleased to submit our proposal to provide Construction/Project Management and Inspection, Labor Compliance Oversight and Geotechnical Testing Services for the 2021-2021 Resurfacing Project, as captioned above.

SA Associates was established in May, 1989 as a principal-owned engineering firm, offering services in the civil engineering field, with offices in both Orange County and Los Angeles. We are committed to engineering excellence and principal involvement.

To date we have provided construction management and or inspection services for a value of $134 million (construction value) to cities, municipalities and water districts in the Southern California area. Some of our clients include the cities Alhambra, Anaheim, Azusa, Baldwin Park, Burbank, El Monte, Fontana, Gardena, Glendale, **Irwindale**, La Palma, Manhattan Beach, Monterey Park, Manhattan Beach, Moreno Valley, Murrieta, Norwalk, Pomona, Rancho Palos Verdes, Riverside, San Bernardino, San Marino, Santa Clarita, Stanton, Torrance, and Whittier and also Los Angeles County Department of Public Works and Orange County Public Works. For the city of Irwindale, we previously provided construction inspection services for the Martin Road Sewer lift Station.

All the inspectors proposed for your projects have worked with and are familiar with the "Standard Specifications for Public Works Construction" (Greenbook), Caltrans Standard Specifications, and Cal/OSHA Construction Safety Orders.

We are also familiar with Labor Compliance requirements. For the city of Pomona, we provided Project/Construction Management Services for Federal Streets Rehabilitation (Districts 2 & 3), Street Improvements Citywide (CDBG) (FY 15-16 to FY 17-18), and Sidewalks – Penmar Lane (CDBG) and ADA Path of Travel (CDBG) (FY 14-15 to FY 16-17) Improvements. This project was administered in accordance with Caltrans Local Assistance Procedures Manual (LAPM), Local Assistance Program Guidelines (LAPG) and Federal Highway Administration's (FHWA) requirements. A successful audit was conducted by Caltrans.

Mr. Shahnawaz Ahmad, President of SA Associates and corporate officer, is the person authorized to represent and bind the firm. He can be contacted at 626.821.3456 or by e-mail at sahmad@saassociates.net.

Thank you for the opportunity and hope our proposal meets your interest and approval. Should you have any queries or require any further information, please do not hesitate to contact the undersigned.

Very truly yours,

Shahnawaz Ahmad

Shahnawaz Ahmad, P.E.
President/Project Administrator

1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 · TEL 626.821.3456 · FAX 626.445.1461 · e-mail: sahmad@saassociates.net

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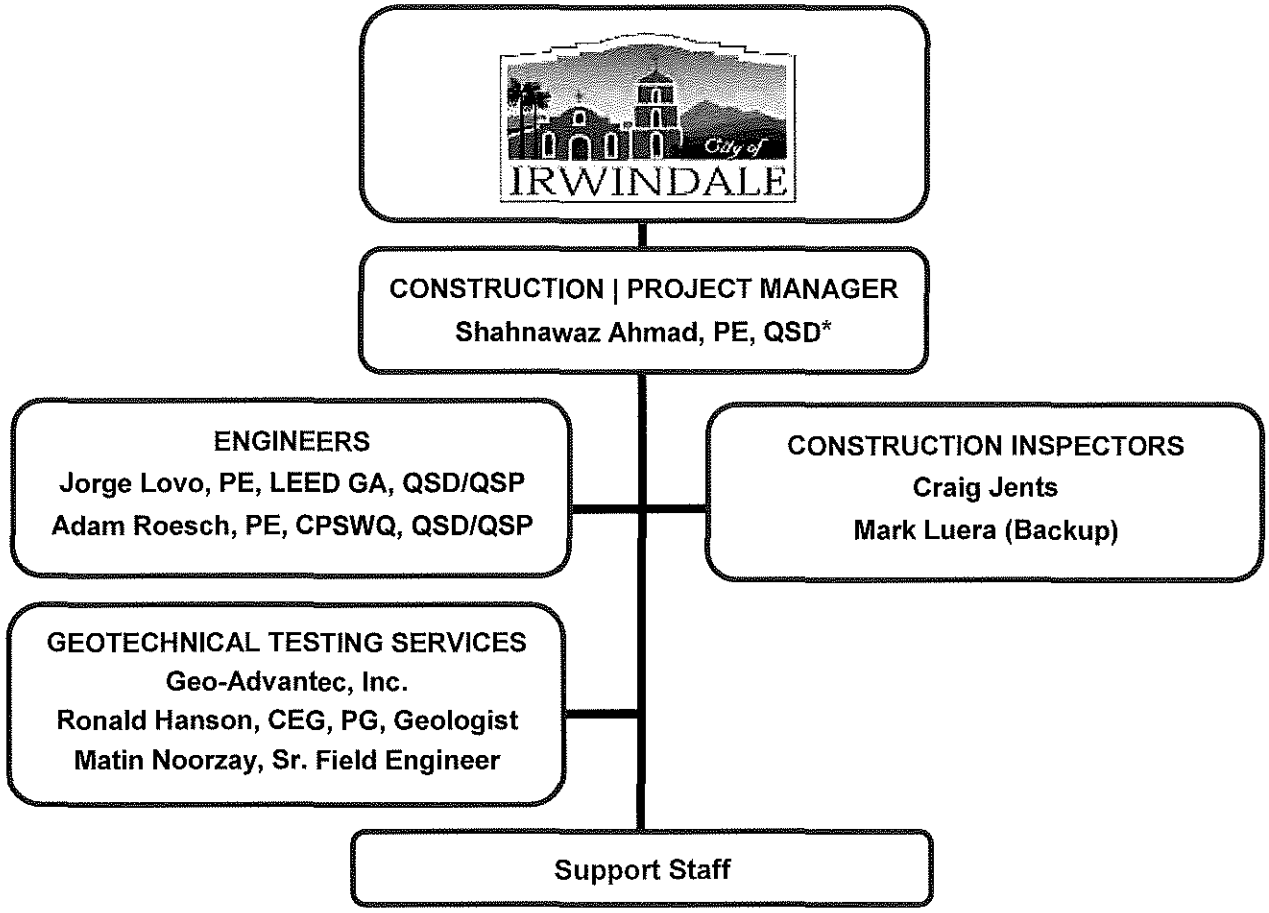
ORGANIZATIONAL CHART



Resumes for our Project Team members follow in this section

PROJECT TEAM AVAILABILITY

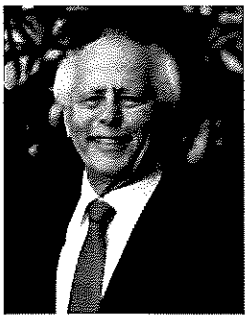
SA Associates will execute the necessary services in an expeditious manner. With award of the project, we will be able commence work within 7 days of receipt of the Notice to Proceed. Per the RFP, we understand that the work is anticipated to start in March or April of 2021.

SUBCONSULTANT

Geotechnical Testing Services: GEO-ADVANTEC, INC.
457 Allen Avenue, Suite 113, San Dimas, CA 91773
Shawn Ariannia, Ph.D., P.E., G.,E, Principal
Tel: 909.305.0500, E-Mail: sariannia@geoadvantec.com, Website: https://geoadvantec.com

Geo-Advantec, Inc. is a geotechnical engineering consultant that offers comprehensive services in various areas of geotechnical engineering, engineering geology, geotechnical earthquake engineering, and during construction services including materials testing and special inspections. Their laboratory is accredited by Caltrans, AMRL, CCRL, DSA, Army corps of Engineers, and the city of Los Angeles. GAI is a Small Business Enterprise (SBE) certified by multiple agencies

SHAHNAWAZ AHMAD, P.E., QSD
Construction | Project Manager



OVERVIEW:

Mr. Ahmad serves as principal-in-charge and/or project manager for projects related to water and sewer system master planning; water resources; water supply and treatment; water reuse; wastewater collection, treatment, and disposal; storm drainage; design of water and wastewater treatment plants, water pipelines, sewers, pumping stations, wells, storage reservoirs, and water reclamation systems; studies of water and wastewater treatment processes; and industrial waste problems.

PROJECT EXPERIENCE

CITY OF GLENDORA

- Project Manager for street improvements on Lone Hill Ave. from Gladstone St. north to the San Dimas Wash, just south of the I-210 Freeway. Lone Hill Ave. is a very busy street, near shopping areas and the Glendora Auto Center. The work included asphalt overlay, construction staging at heavily traveled intersection. Due to heavy traffic, some work was conducted at night

CITY OF MANHATTAN BEACH

- Project manager for inspection services for rehabilitation of approximately 20,600 ft. of pavement. The work consisted of cold milling existing pavement, and overlay with rubberized asphalt, AC paving, traffic striping and markings, and traffic loop replacement. In addition, the project involved concrete repair, which including sixty ADA access ramp installations within the Liberty Village and twenty-one along Marine Avenue, curb repairs, sidewalk and cross gutter replacements.

CITY OF SAN MARINO

- Project Manager for inspection services for various street segments throughout the City. The work included slurry seal, cold milling asphalt concrete pavement and re-paving with asphalt rubber hot mix; replacing failed aggregate base; replacing all pavement delineation (striping, markings and legends, adjusting utility frames and grates); and providing traffic control.

EDUCATION:
University of Karachi, Pakistan, B.E., Civil Engineering

University of California, Berkeley, M.S., Sanitary Engineering

REGISTRATION:
Registered Civil Engineer, California
No. 23712

MEMBER:
- American Academy of Environmental Engineers, Diplomate
- American Public Works Association
- American Society of Civil Engineers
- American Water Works Association
- California Water Environment Association
- Southern California Water Utilities Association
- Water Environment Federation

JORGE LOVO, P.E., QSD/QSP, LEED GA
Engineer

OVERVIEW:

Mr. Lovo has over 20 years of experience designing and managing a variety of infrastructure projects. Project types range from streets, roadways, sewers, storm water, to water-related projects. The water related include water, wastewater, recycled water, and storm water facilities including conveyance, water quality & treatment, pump stations, and storage.

PROJECT EXPERIENCE

CITY OF ALHAMBRA

- Engineering and construction support services for Westmont Water Main. Engineering design and construction support services for the replacement of approximately 3,500 ft. of 4" and 14" water mains in Westmont Drive from Sherwood Avenue to Norwich Ave.
- Main Street Sewer Main Replacement – Replacement of 1,858 linear ft. 8" sewer main with a 12" sewer main.

CITY OF ANAHEIM

- Prepared plans and specifications for the widening of Dale Street adjacent to the properties at 517, 519, and 523 N. Dale Avenue.

CITY OF IRVINE

- Prepared traffic flow reports to evaluate the traffic conditions at the existing intersections or Culver/Alton and at Culver/Main to determine the length of left turn pocket storage that needs to be added to the northbound Culver left turn pocket at both intersections.
- Prepared Infrastructure plans for the Barranca Parkway Pavement Rehabilitation from I-5 freeway to Alton Parkway for a length of 1.7 miles.

CENTRAL BASIN MUNICIPAL WATER DISTRICT

- Engineering and design services the construction of approximately 24,600 ft. of new 8" to 20" recycled water main located in segments of Southern Avenue, Alameda St., Hildreth Ave and California Ave. to South Gate City Hall, and State St.

CITY OF MANHATTAN BEACH

- Sewer Infrastructure Improvements – Plans and specifications for sewer reaches throughout the City.

CITY OF WHITTIER

- Beverly Blvd. Water Main Replacement – Design of 4,450 ft. main with 8" ductile iron pipe replacing a 6" cast iron pipe. By protecting the existing parkway, construction and maintenance costs were minimized.
- Uptown Water Main Replacement – Design of 2,000 ft 12" ductile iron pipe to replace a 6" cast iron line.

EDUCATION:
B.S. Civil Engineering
University of Hawaii

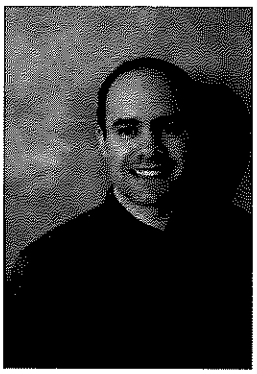
REGISTRATION:
Registered Civil Engineer, California
No. C75632
Registered Civil Engineer, Canada
Board of Professional Engineers

CERTIFICATION:
LEED Green Associates – Green Building Certification Institute, ID No. 10779963
Construction Management, University of Quebec, Canada

Qualified SWPPP Developer (QSD)

Qualified SWPPP Practitioner (QSP)
Certificate No. 25596

ADAM ROESCH, P.E., QPSWQ, QSD/QSP,
Engineer



OVERVIEW:

Mr. Roesch serves as an assistant engineer for various projects, including water main, wells, sewer, storm, & street projects. Due to his knowledge of engineering principles, Mr. Roesch provides valuable engineering assistance to SA Associates. Also, due to his past and part-time experience in environmental engineering/water quality, Mr. Roesch provides valuable technical assistance, especially in areas related to NPDES permitting.

PROJECT EXPERIENCE

CITY OF ALHAMBRA

- Westmont Drive Water Main Replacement – Engineering design and construction support services for the replacement of approximately 3,500 ft. of 4" and 14" water mains.

CITY OF ANAHEIM

- Country Glen Way Water Main Replacement - Plans, specifications and cost estimates for 5,300 linear feet of 6" and 8"PVC C-900 pipe in multiple side streets.

BOY SCOUTS OF AMERICA

- Trask Scout Camp Water System Rehabilitation and Enhancement Project - Design services for design-build project at the Boy Scouts camp in the city of Monrovia foothills.

CENTRAL BASIN MUNICIPAL WATER DISTRICT

- Recycled Water Pipeline System Extension in the City of South Gate – Plans and specifications, and estimate of probable construction costs for 24,600 linear feet of 8" – 20" recycled pipeline.

CRESCENTA VALLEY WATER DISTRICT

- Well No. 2 at Ordunio Reservoir – Design and construction support services for a new 150 gpm submersible pump and motor, onsite piping, and a chlorine feed system using hypochlorite, upgrade of two existing booster pumps, and other onsite improvements. This multi-award winning project used ARoNite, a technology that biologically recues nitro to nitrogen gas using hydrogen to promote he grown of naturally occurring bacteria. ***This project has won multiple awards: 2019 American Council of Engineering Companies Project of the Year; 2019 Clair A Hill Agency Award for Excellence for Association of California Water Agencies second place; ASCE 2019 Metropolitan Los Angeles Branch Project of the Year; 2019 APWA BEST Awards Creative and Innovative Project***

CITY OF MONTEREY PARK

- Water Improvements Atlantic Boulevard - Plans and specifications for a 12" 2,030 feet ductile iron main, replacement of laterals, new fire hydrants/services, valves, abandonment of existing mains, tie-in to existing system, pre/post CCTV videos, paving and striping restoration.

CITY OF ONTARIO

- Water Main Replacement – Plans and specifications for 25,430 linear ft. of 2" -12" water mains at 30 locations. The new mains will be 8" -12" in diameter. The scope also includes a new 450 linear ft. water main, along with replacement of service laterals, fire hydrants and related appurtenances.

EDUCATION:
California State University, Long Beach
B.S. Civil Engineering

REGISTRATION:
Registered Civil Engineer
California No. 92220

Certified Professional in Storm Water Quality (CPSWQ) Certificate No. 1022

Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 25508

SOFTWARE:
Microsoft Office Adobe
Autodesk (AutoCAD

CRAIG JENTS
Construction Inspector

OVERVIEW:

Mr. Jents retired from the City of Anaheim after 35 years as a Senior Construction Inspector. He worked as Senior Construction Inspector performing various street improvement projects including raised medians, landscaped medians, street resurfacing, sewer/water projects, street widening, and traffic signal modifications.

PROJECT EXPERIENCE

CITY OF GLENDORA

- Provided inspection services for street improvements on Lone Hill Ave. from Gladstone St. north to the San Dimas Wash, just south of the I-210 Freeway. Lone Hill Ave. is a very busy street, near shopping areas and the Glendora Auto Center. The work included asphalt overlay, construction staging at heavily traveled intersection. Due to heavy traffic, some work was conducted at night.

- **CITY OF SAN MARINO**
  Provided inspection services for various street segments throughout the City. The work included slurry seal, cold milling asphalt concrete pavement and re-paving with asphalt rubber hot mix; replacing failed aggregate base; replacing all pavement delineation (striping, markings and legends, adjusting utility frames and grates); and providing traffic control.

- **CITY OF STANTON**
  Provided inspection services for FY 20/21 Citywide Street Resurfacing Project. The City cover over 3.1 sq. miles of residential, commercial, and industrial areas. The Project aimed to perform several streets improvements and maintenance projects to preserve and improve the integrity of City infrastructure. The work included attending the Kick-Off Meeting; reviewing and approving submittals, updating construction schedule; maintaining a daily log of construction project activity; progress reports; insuring that all applicable utility rules, codes, and safety regulations were followed. Conducted daily measurements of quantities of work with the Contractor; assisted with the review and evaluation of change order work; and assisted in preparing punch lists of uncompleted work non-conformance reports, and deficiency notices.

EDUCATION:
Courses and Seminars related to Public Works

MARK LUERA
Construction Inspector (Backup)

OVERVIEW:

Mr. Luera has over 25 years of construction experience for public works projects. He is thoroughly familiar with City, county and municipality regulations, codes and process. Mr. Luera has been commended for his positive relationship with constituents.

PROJECT EXPERIENCE

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Provided inspection for various road projects for LA County including:

- Lotus Avenue Pavement Preservation
- Otterbein Avenue Concrete Phases I & II
- Otterbein Pavement Preservaopm
- West Puente Valley Phase 2 Concrete Restoration
- West Puente Valley Fairgrove Avenue Pavement Restoration
- Private Storm DrainLine 472 Reconstruction
- Pellissier Village Concrete Restoration
- La Seda Pavement Slurry/Scrub
- Workman Mill Road
- Permit Office No 4 – Inspection of various projects including water, sewer, sidewalk, gas, curb and gutter, driveway approaches, storm drain, and film permits. Also power pole changeouts and all types of various encroachment permits on a daily basis

EDUCATION:
Citrus College
Public Works Plan Interpretation & Estimating:
A course in developing the ability to interpret plans and estimate time, material, labor and equipment needed for public works projects

CITY OF MANHATTAN BEACH
Liberty Village Neighborhood and Marine Avenue Pavement Rehabilitation

- Provided inspection services for rehabilitation of approximately 20,600 ft. of pavement. The work consisted of cold milling existing pavement, and overlay with rubberized asphalt, AC paving, traffic striping and markings, and traffic loop replacement. In addition, the project involved concrete repair, which including sixty ADA access ramp installations within the Liberty Village and twenty-one along Marine Avenue, curb repairs, sidewalk and cross gutter replacements.

ORANGE COUNTY PUBLIC WORKS

- Ocean View Channel Rehabilitation - Provided construction Inspection Services whicl included crack seal work in the channel.

- Cowan Heights PCC and AC Remedial Repair Project – Provided Construction Inspe Services for road maintenance project performed under OC Construction's Job Order Contract, including grinding operations, placement of base materials, asphalt concrete placement and fabrication of structural steel, erection of falsework and forms and placement of concrete.

Geo-Advantec, Inc.
Geotechnical Engineering, Earthquake Engineering, Engineering Geology

RONALD HANSON – PRINCIPAL ENGINEERING GEOLOGIST

Mr. Hanson is a California Professional Geologist with over 37 years of experience in performing geological/geotechnical investigations, geologic/soils inspections and preparing of geological reports. He has supervised and worked on numerous mass grading operations, geologic mapping for fault evaluations, geological study for transit and transportation projects, and numerous roadway improvement projects under Caltrans Local Assistance Procedures Manual (LAPM) guidelines

Relevant Experience

- **PA/ED and PS&E for SR-91 from Atlantic to Cherry Avenue Interchange Improvement Project, Los Angeles County Metropolitan Transportation Authority, Long Beach**
  Principal Engineering Geologist. Completed: Ongoing
- **Geotechnical Inspection and Testing for Delta Airlines/LAX, Los Angeles**
  Sr. Supervising Inspector/Principal Engineering Geologist. Completed: Ongoing
- **Pavement Engineering for the Intermodal Transportation Facility West Landside Access Modernization Program Automated People Mover Project, Los Angeles World Airports, Los Angeles**
  Principal Engineering Geologist. Completed: 2021
- **Geotechnical Engineering Services for a Parking Structure at the Corner of C Street and Lemon Avenue, City of Ontario**
  Principal Engineering Geologist. Completed: 2020
- **Independent Assurance Program and Geotechnical Engineering Services for Burbank Channel Bikewaty Project, CML-5200(046)**
  Principal Engineering Geologist. Completed: 2030
- **Geotechnical and Rough Grading Plan Review Services, Tract No. 78210 Lots 1 through 213, City of Walnut**
  Principal Engineering Geologist. Completed: 2019
- **PS&E for SR-57/SR-60 Confluence Project, Los Angeles County Metropolitan Transportation Authority (LA Metro), Diamond Bar**
  Principal Engineering Geologist. Completed: 2019
- **Torrance Transit Park and Ridge Regional Terminal, Phase I – Rough Grading, City of Torrance**
  Field Supervisor/Principal Engineering Geologist. Completed: Phase 1: 2017, Phase 2: 2020
- **PA/ED and PS&E for I-605 from SR-91to South Street Improvement Project, Los Angeles County Metropolitan Transportation Authority (LA Metro), Cerritos**
  Principal Engineering Geologist. Completed: 2018
- **Value Engineering for Cienega Avenue Pavement Rehabilitation, City of San Dimas**
  Principal Engineering Geologist, Completed: 2018
- **Washington Boulevard Widening and Rehabilitation, City of Commerce**
  Field Supervisor/Principal Engineering Geologist, Completed: 2018
- **PA/ED for I-605/SR-60 Intersection Improvement Project, Los Angeles County Metropolitan Transportation Authority (LA Metro), Cities of Whittier, Industry, Hacienda Heights, and Pico Rivera**
  Principal Engineering Geologist, Completed: 2017

Education
- B.S Geology California State University Los Angeles
- Graduate Courses in Geology, California State University , Los Angeles

Registrations/ Certifications/Affiliations
- California Certified Engineering Geologist #1841
- California Professional Geologist #5143
- ACI Concrete Field Testing Technician-Grade I (#01341389)
- City of Los Angeles Deputy Grading Inspector (#P022551)
- ICC Special Soils Inspector (#8049864)
- Caltrans Certified Soils Inspector
- OSHA-30
- Geological Society of America, Member

Areas of Expertise
- 36 years of experience in geotechnical investigations, inspections, and public works inspections.
- Experience in the inspection of water and sewer projects.

Geo-Advantec, Inc.
Geotechnical Engineering, Earthquake Engineering, Engineering Geology

MATIN NOORZAY – SR. FIELD ENGINEER/FIELD OPERATION MANAGER

Mr. Noorzay has more than 17 years of experience in conducting numerous field investigation and field operation supervision for pavement, highways, transit/transportation, intersection improvement, bridges, tunnels, parking structures, buildings, utilities infrastructures, and DSA projects in Southern California. He has supervised teams of inspectors for major investigative and during construction monitoring and testing projects, and is highly experienced in soils investigations, coring, drilling, logging, and sampling for all kinds of geotechnical engineering projects.

Mr. Noorzay has worked on several federally funded projects and is qualified to work on federal jobs. Over the past three years, he has performed as Field Operation Manager of GAI, and supervised our team of inspectors for different trades including grading, masonry, concrete and welding. Mr. Noorzay worked on numerous pavement rehabilitation projects including Pavement Engineering for Los Angeles World Airports (LAWA) for Automated People Mover (APM) Project; LA Metro highway projects including PA&ED and PS&E for I-605 from SR-91 to South Street Improvement, PAED and PS&E for Auxiliary Lane West Bound SR-60 near I-605 (7th Street) Interchange Improvement, and PS&E for SR-57/SR-60 Interchange Improvement (Confluence Project); City of Pomona Pavement Studies for Holt Avenue Reconstruction, Major Street Rehabilitation (2015 Metro Call), West Mission Boulevard Rehabilitation; and the Cienega Blvd. Rehabilitation Project for the City of San Dimas.

Relevant Experience

- **Geotechnical and Materials Testing and Inspection Services for Uptown Whittier Parking Structure, City of Whittier**
  Senior Field Engineer/Field Operation Manager. Completed 2020
- **PA/ED and PS&E for SR-91 from Atlantic Avenue to Cherry Avenue Interchange Improvement Project, Los Angeles County Metropolitan Transportation Authority (LA Metro) and City of Long Beach, Long Beach,**
  Senior Field Engineer/Field Operation Manager: Completed: Ongoing
- **El Prado Road Pavement Reconstruction between Kimball Avenue & Central Avenue, City of Chino**
  Project Manager. Completed: 2020
- **Independent Assurance Program and Geotechnical Engineering Services for Burbank Channel Bikeway Project, CML-5200(046), City of Burbank,**
  Project Manager. Completed: 2020
- **PS&E for SR-57/SR-60 Confluence Project, Los Angeles County Metropolitan Transportation Authority (LA Metro), Los Angeles County**
  Senior Field Engineer/Field Operation Manager. Completed: 2019
- **Pavement Engineering for the Intermodal Transportation Facility West Landside Access Modernization Program Automated People Mover Project, Los Angeles World Airports, Los Angeles**
  Senior Field Engineer/Field Operation Manager. Completed: 2018
- **PA/ED and PS&E for I-605 from SR-91 to South Street Improvement Project, Los Angeles Metropolitan Transportation Authority, Cerritos**
  Senior Field Engineer/Field Operation Manager. Completed: 2018

Education
- B.S. Civil Engineering, University of Kabul (1980)

Registrations/ Certifications/Affiliations
- ICC, Soils Special Inspector (#8052424)
- City of Los Angeles, Deputy Grading Inspector (#P028121)
- Radiation Safety and Nuclear Gauge
- OSHA-30
- HAZMAT Certification Refresher for Training for Portable Nuclear Gauges

Areas of Expertise
- Extensive knowledge of field exploratory operation
- Familiarity with requirements of Caltrans Projects
- 17 years of experience working on different types of projects including transportation and transit
-

SECTION II: FIRM'S EXPERIENCE

RELATED EXPERIENCE CONSTRUCTION INSPECTION AND MANAGEMENT PROJECTS

CITY OF GLENDORA
Maliha Ansari, Principal Engineer
116 E. Foothill Boulevard
Glendora, CA 91741

Tel: 626. 914-8294

E-Mail: mansari@ci.glendora.ca.us

Project: Construction Inspection Services for Lone Hill Street Improvements

Description: Provided inspection services for street improvements on Lone Hill Ave. from Gladstone St. north to the San Dimas Wash, just south of the I-210 Freeway. Lone Hill Ave. is a very busy street, near shopping areas and the Glendora Auto Center. The work included asphalt overlay, construction staging at heavily traveled intersection. Due to heavy traffic, some work was conducted at night.

Dates: 3/2109 – 5/2019

Cost: Construction Cost: $800,000

Staff: Shahnawaz Ahmad, Project Manager
Craig Jents, Construction Inspector

CITY OF MANHATTAN BEACH
Tim Birthisel, Sr. Civil Engineer
3621 Bell Avenue
Manhattan Beach, CA 90266

Tel: 310.802.5358

E-Mail: tbirthisel@citymb.info

Project : Liberty Village Neighborhood and Marine Avenue Pavement Rehabilitation

Description: Provided inspection services for rehabilitation of approximately 20,600 ft. of pavement. The work consisted of cold milling existing pavement, and overlay with rubberized asphalt, AC paving, traffic striping and markings, and traffic loop replacement. In addition, the project involved concrete repair, which including sixty ADA access ramp installations within the Liberty Village and twenty-one along Marine Avenue, curb repairs, sidewalk and cross gutter replacements.

Dates: 12/2018 – 6/2019

Cost: Construction Cost: $2,800,000

Staff : Shahnawaz Ahmad, Project Manager
Mark Luera, Construction Inspector

CITY OF SAN MARINO
Michael Throne, Director of Parks and Public Works Director/
City Engineer
2200 Huntington Drive
San Marino, CA 91108

Tel: 626.300.0765

E-Mail: mthrone@cityofsanmarino.org

Project: 2019 Street Rehabilitation Program

Description: Provided inspection services for various street segments throughout the City. The work included slurry seal, cold milling asphalt concrete pavement and re-paving with asphalt rubber hot mix; replacing failed aggregate base; replacing all pavement delineation (striping, markings and legends, adjusting utility frames and grates); and providing traffic control.

Dates: 5/2020 – 7/2020

Cost: Construction Cost: $2,500,000

Staff: Shahnawaz Ahmad, Project Manager
Construction Inspector, Craig Jents

SECTION III: RESOURCE REQUIREMENTS

Task	Constr. Manager	Inspector	Labor Compl.	Secretary	Total Hours	Total $
1. Construction/PM/Inspection	40	320		12	372	46,504
2. Labor Compliance Oversight			32		32	4,480
3. Geotechnical Testing Services					0	12,000
4. Direct Costs						1,016
TOTAL	**40**	**320**	**32**	**12**	**404**	**64,000**

SECTION IV: FEE SCHEDULE

1. Our Lump-Sum Fee to perform the work will be **$64,000.**
2. Our Hourly Charge Rate and Expense Reimbursement Schedule is shown below
3. The fee is based on the following assumptions:
   - 40 working days or 320 hours of inspection time
   - No overtime, nighttime, or weekend work is included
4. Construction is expected to start in March or April of 2021.

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Construction/Project Manager	$215.00
Engineer	$165.00
Construction Inspector	$115.00
Labor Compliance	$140.00
Secretary	$ 92.00

Reimbursable In-House Costs

Photo Copies	$ 0.15/each
Blueprints	$ 0.50/S.F
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at	$ 0.62/mile

Other Reimbursables

Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates listed above are effective to June 30, 2021

SECTION VI: INSURANCE

We have reviewed the insurance requirements contained in Attachment B, Section 5 of the Contract Services Agreement, of the Request for Proposal. We are able to meet or exceed the City's limits of liability for Commercial General Liability, Automobile Liability, Professional Liability, and Workers' Compensation. Upon award of the contract, we will provide the City with the necessary Certificates of Insurance and endorsements.

SA
ASSOCIATES

1130 W. Huntington Drive, Unit 12
Arcadia, CA 91007
Tel 626.821.3456
Fax 626.445.1461
www.saassociates.net

EXHIBIT "B"

SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

In connection with the Services provided pursuant to the terms of this Agreement, Consultant shall provide the Services at the cost and hourly rate as provided below. City will pay Consultant for completed Services, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum of $64,000. Expenses not listed below will not be reimbursed by the City, and no hourly fees or mileage will be charged for travel to and from City Hall.

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Construction/Project Manager	$215.00
Engineer	$165.00
Construction Inspector	$115.00
Labor Compliance	$140.00
Secretary	$ 92.00

Reimbursable In-House Costs

Photo Copies	$ 0.15/each
Blueprints	$ 0.50/S.F
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at	$ 0.62/mile

Other Reimbursables

Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

City will pay Consultant as described below upon City's receipt of a written invoice provided by Consultant at the hourly billing rates set forth below in the chart upon City's receipt of a written invoice provided by Consultant no more than monthly. Payments for services shall be made within thirty (45) days of receipt of Consultant's invoice

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Unless earlier terminated in accordance with this Agreement, the Agreement shall continue in full force and effect until completion of the Services, or December 31, 2021, whichever comes first. The term of this agreement can be extended for a twelve-month period with written notice issued by the City Engineer.

RESOLUTION NO. 2021-27-3239

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE BALANCE TRANSFER OF $185,535.27 FROM THE 2019-2020 RESURFACING PROJECT TO THE 2020-2021 RESURFACING PROJECT

WHEREAS, in November 2020, the Irwindale City Council accepted the improvements and maintenance responsibilities for the constructed improvements of the 2019-2020 Resurfacing Project; and

WHEREAS, portions of the 2019-2020 Resurfacing Project did not require as extensive work as was anticipated thereby leaving a budget balance of $185,535.27; and

WHEREAS, the 2020-2021 Resurfacing Project budget of $510,000 was approved as part of the FY2020-2021 budget; and

WHEREAS, the costs for construction, construction management, and related expenses for the 2020-2021 Resurfacing Project total approximately $670,500, exceeding the budgeted amount; and

WHEREAS, a transfer of the $185,535.27 balance from the 2019-2020 Resurfacing Project to the 2020-2021 Resurfacing Project is requested to cover the costs of construction, construction management, and related expenses for the 2020-2021 Resurfacing Project.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council hereby approve the transfer of $185,535.27 from the 2019-2020 Resurfacing Project to the 2020-2021 Resurfacing Project budget.

SECTION 2. That the Chief Deputy City Clerk shall attest to the adoption of this resolution, which shall, in turn, have immediate effect.

PASSED, APPROVED and **ADOPTED** this 10th day of March 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC

Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-27-3239 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 10th day of March 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CC, SA, HA, RA
Item 2A

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

City of IRWINDALE
AGENDA REPORT

Date: March 10, 2021

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

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

Issue: Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020.

City Manager/Executive Director's Recommendation:

Receive and accept the Comprehensive Annual Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2020.

Administrative Action:

Submitted by:

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

Reviewed by:

Adrian R. Guerra, City Attorney/Authority Counsel — Electronically Approved

Eva Carreon, Finance Director/Treasurer

Approved by:

William K. Tam, City Manager/Executive Director

Background and Analysis:

Pursuant to the California Government Code, the Finance Department Staff is required to present to the City Council the City of Irwindale's annual financial statements and results of the financial audit for the fiscal year ending on June 30, 2020. The statements are referred to collectively as a Comprehensive Annual Financial Report ("CAFR"). The format and content requirements for CAFR's 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 CAFR is comprised of three (3) major sections as follows:

- The Introductory Section, which includes:
  - The Letter of Transmittal
  - A List 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 CAFR.

- The Financial Section, which 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, which 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 Lance, Soll & Lunghard, 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, 2020, 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 units 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 CAFR 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's CAFR for the fiscal year ending on June 30, 2020 is available for review in the City Clerk's Office, the Irwindale Library, or the Finance Department. In addition, the CAFR 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.

Bryan S. Gruber, CPA and Partner with Lance Soll & Lunghard, LLP, Certified Public Accountants, will provide a brief report about the Fiscal Year 2019-20 financial audit.

While no explicit action is required from the City Council to approve the Comprehensive Annual Financial Report and Supplemental Audit Letters, it is good practice to accept them.

Fiscal Impact:

The Comprehensive Annual Financial Report summarizes the financial position of the City of Irwindale, and its component units, as of June 30, 2020. There is no fiscal impact to accept the Comprehensive Annual Financial Report and Supplemental Audit Letters.

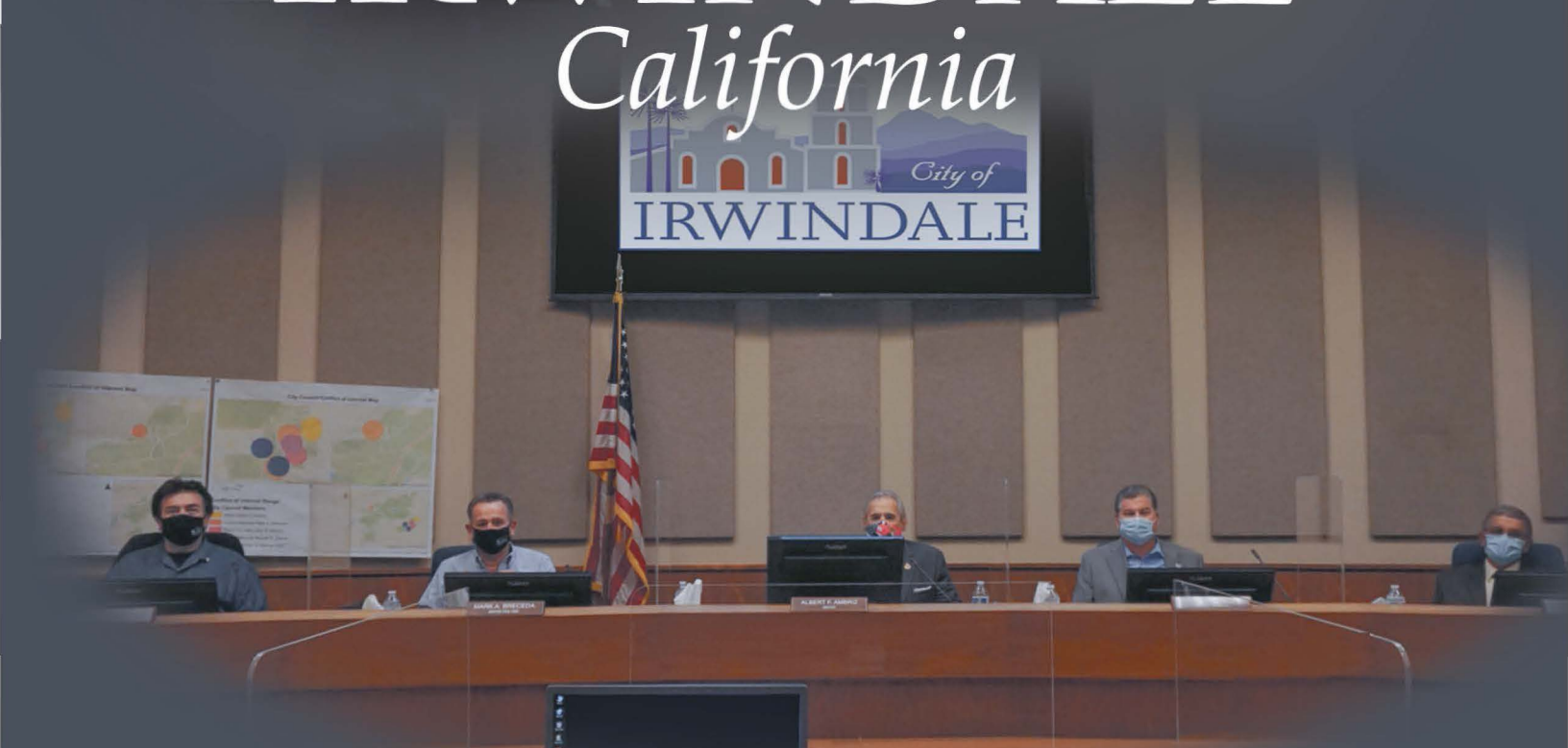
Attachments:

A. Comprehensive Annual Financial Report for the fiscal year ended June 30, 2020
B. Audit Communication Letter
C. Independent Auditors' Report on Internal Control over Financial Reporting
D. Independent Accountants' Report on the Appropriations Limit

#SupportYourLocalBusinesses

#iSeniorsRock

City of IRWINDALE California



#IrwindaleTogether

Comprehensive Annual Financial Report

For the fiscal year ended June 30, 2020

#IrwindaleCommunity

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COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED JUNE 30, 2020

CITY OF IRWINDALE

CALIFORNIA

H. Manuel Ortiz, Mayor
Larry G. Burrola, Mayor Pro Tem
Albert F. Ambriz, Councilmember
Mark A. Breceda, Councilmember
Manuel R. Garcia, Councilmember

(At Date of Issuance)

William K. Tam, City Manager

PREPARED BY THE CITY OF IRWINDALE FINANCE DEPARTMENT
Eva Carreon, Director of Finance / City Treasurer

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CITY OF IRWINDALE

COMPREHENSIVE ANNUAL FINANCIAL REPORT
JUNE 30, 2020

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CITY OF IRWINDALE

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CITY OF IRWINDALE

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February 3, 2021

Honorable Mayor, Members of the Council
& Citizens of the City of Irwindale

It is our pleasure to submit the Comprehensive Annual Financial Report (CAFR) for the City of Irwindale (City) for the fiscal year ended June 30, 2020. 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 CAFR conforms to GASB Statement 34 financial reporting standards, providing the reader a dual-perspective financial report and GASB 54 which requires fund balance reporting and governmental fund type definitions. The CAFR also complies with GASB 68 and GASB 75 which require additional detailed financial information on the City's pension liabilities and other post-employment benefit liabilities. 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.

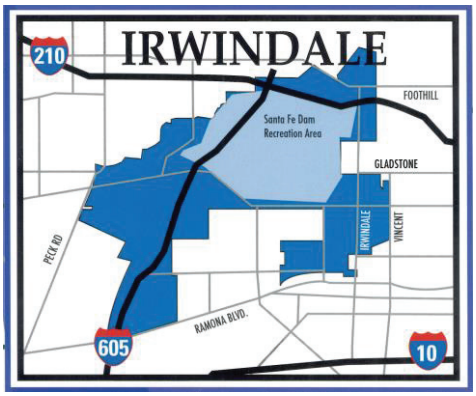
Responsibility for the accuracy of the data, and the completeness and fairness of the presentations and disclosures rests with the City. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed both to protect 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.

Lance Soll & Lunghard, LLP, Certified Public Accountants, have issued an unmodified opinion on the City of Irwindale's financial statement for the year ended June 30, 2020. 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 1,434 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, 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, 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 13 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 recent years, economic conditions both at the national and state levels have reflected a positive outlook for the City. However, in March 2020, an emergency was declared at local, state and national levels due to the global COVID-19 Pandemic. The pandemic has caused severe impacts to the economy at all levels due to the required shutdowns and restrictions on many businesses. The City revised its FY 2019-2020 budget to reflect the initial projected revenue losses of 20%-30%, due to the downturn in the economy. The City has also prepared the following fiscal year's budget with the projected fiscal impacts included.

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.

The duration and continued severity of the fiscal impact of the pandemic are yet unknown, and therefore the future outlook of the economy cannot be easily predicted. It is anticipated that, with the vaccines finally being distributed, the pandemic will start to slow down and the economy can recover within the next couple of years.

The City has 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 $28.9 million, which equates to approximately 145% of the General Fund operating expenditure budget adopted for the following fiscal year. These reserves are assigned, or set aside, for several purposes, including pension and post-retirement benefits, compensated absences, continuing appropriations, capital and facility improvements, and economic contingencies.

LONG-TERM FINANCIAL PLANNING

The City was 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 actions adopted recently is the implementation of a Development Impact Fee Program and a new .75% local Transactions and Use Tax. This tax measure was approved on November 5, 2019, and became effective on April 1, 2020. The first revenues from this new measure were received in

FY 2019-2020. This additional local tax is projected to generate approximately $1.6 million annually in additional General Fund revenue.

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 liabilities.

One of the most significant fiscal challenges currently faced by all government agencies relates to the pension funding crisis. The City is a member of the California Public Employees Retirement System (CalPERS), and during the past several years CalPERS has implemented significant changes to the rate calculations and assumptions used in their actuarial valuations. This has resulted in generating massive Unfunded Actuarial Liabilities (UAL) for all its member agencies. To address the UAL, CalPERS provided cities with a 30 year amortization payoff schedule at a 7% interest rate, as well as projected steep increases to the Cities' future annual pension rates. The City of Irwindale was faced with a $21 million UAL as of FY 2016-2017.

The City worked directly with CalPERS actuaries and leading experts in this field to determine the most recommended approach to address the UAL. Paying it off as soon as possible would result in millions of interest costs saved over the amortization period. Therefore, in June 2018, the City Council approved a significant budget initiative to use its reserves to pay down its UAL over three years. This approach would not only save millions in interest, but also mitigate the City's annual pension cost increases by reducing the steep increases projected for the City's annual future pension rates. The payoff plan consisted of three annual payments of $7 million each in FY 2017-2018, FY 2018-2019, and FY 2019-2020. In FY 2019-2020, the City made the last of the $7 million payments, and the CalPERS recent actuarial reports reflect the drop in its UAL balances, and lowered pension rates than previously projected, which will help the City's operating budgets.

The City is also continuing its concerted efforts in economic development. The City's Economic Strategic Plan update will be completed in the near future, and will outline the City's best course of long-term economic strategies to create a sustainable stream of new revenues, while maximizing and leveraging development opportunities. The City has not entered into, nor currently plans to enter into, any tax abatement agreements as part of its economic development strategies.

Some of the priority near-term and long-term development opportunities include:

- A Materials Recovery Facility/Transfer Station on a 17-acre site
- Industrial Flex development: Arrow Highway Property
- Industrial development: Vincent Avenue property (Formally known as Manning Pit);
- 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
- Retail/commercial/industrial development of the North Kincaid Pit

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 CIP is often from sources other than the General Fund. Project funding sources typically include the Mining Impact Fund, State Gas Tax, Proposition C, Measure R, Measure M, Community Development Block Grants, Federal/State Grants, and Development Impact Fees.

During FY 2019-20, the City of Irwindale spent approximately $5.2 million in infrastructure and capital improvements. The projects completed include the Sidewalk and Access Ramps Project, the City Hall/Police Department HVAC Replacement Project, and the Limited Volume Transfer Station. A total of $3.7 million has been appropriated for capital projects in prior years for approved multi-year projects that are currently underway or in the design stage. Additionally, another $3.2 million in new capital project appropriations have been approved for Fiscal Year 2020-2021.

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 Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2019. This was the tenth consecutive year the City has received this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized CAFR. 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 CAFR 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 CAFR 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,

William K. Tam
City Manager

Eva Carreon
Director of Finance/City Treasurer

CITY OF IRWINDALE

LIST OF PRINCIPAL OFFICIALS

JUNE 30, 2020

ELECTED OFFICIALS

Mayor . . . . . Albert F. Ambriz
Mayor Pro Tem . . . . . .Mark A. Breceda
Councilmember . . . . . Larry G. Burrola
Councilmember . . . . . Manuel R. Garcia
Councilmember . . . . . H. Manuel Ortiz

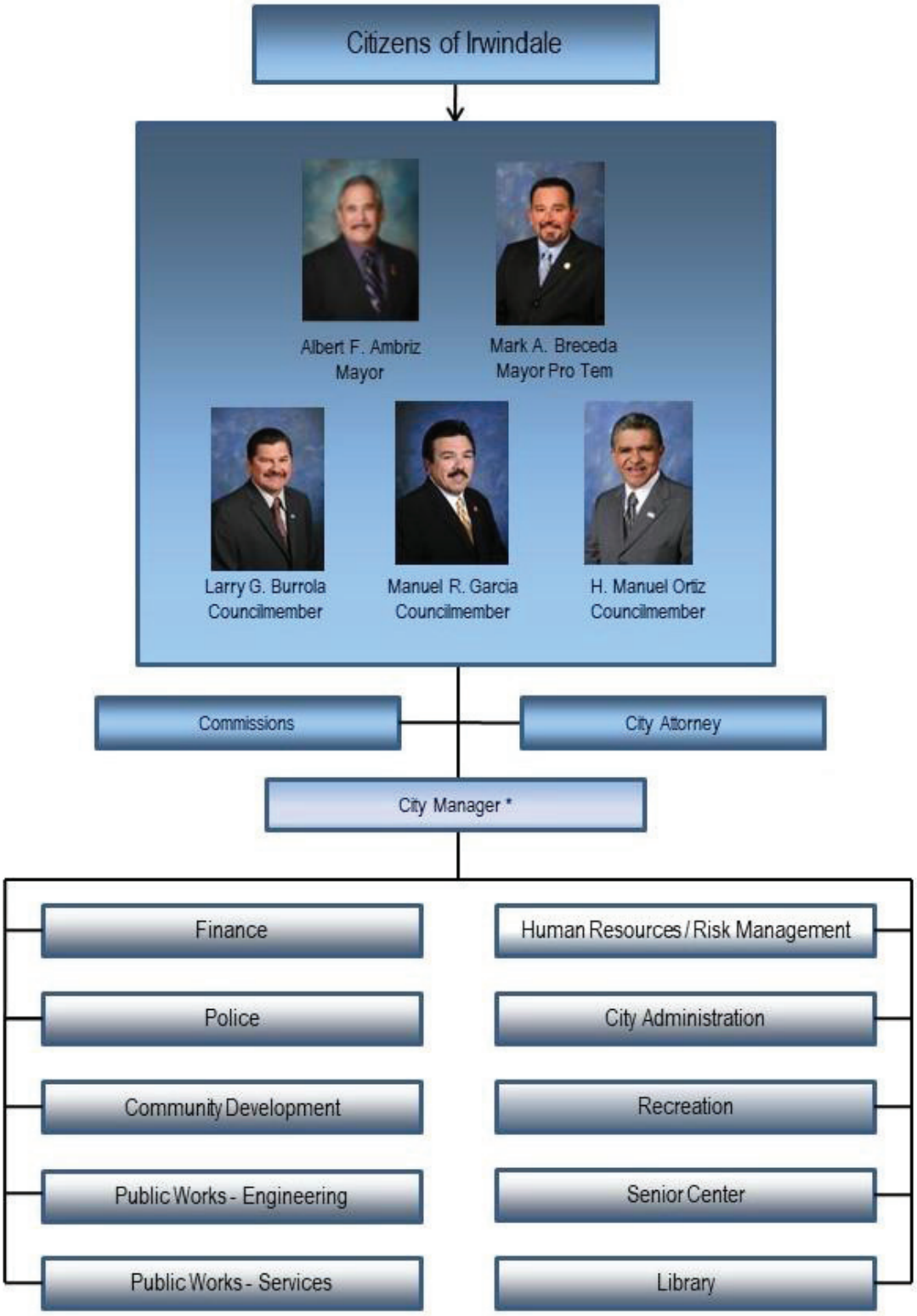
EXECUTIVE MANAGEMENT

City Manager . . . . . William K. Tam
Assistant City Manager . . . . . Theresa Olivares
Chief of Police . . . . . Ty Henshaw
City Engineer/Building Official . . . . . Arsanious Hanna
Director of Finance/City Treasurer . . . . . Eva Carreon
Chief Deputy City Clerk . . . . Laura Nieto

CITY ATTORNEY

Aleshire & Wynder, LLP

CITY OF IRWINDALE
ORGANIZATION CHART
June 30, 2020



* Serves as City Clerk, Personnel Director and Executive Director to the Successor Agency, Housing Authority, Reclamation Authority, Joint Powers Authority, and Industrial Development Authority.

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Irwindale
California

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2019

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 Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Irwindale, California, (the City) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements 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, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Opinions

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 of Irwindale, California, as of June 30, 2020, 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.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules for the general fund and housing authority and mining impact fund, the schedule of changes in net pension liability and related ratio, the schedules of plan contributions, the schedule of investment returns, the schedule of proportionate share of the net pension liability, the schedule of changes in net OPEB liability and related ratio, and the schedule of OPEB contributions on pages 5-14 and 66-75 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. 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.

Other 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 introductory section, combining and individual nonmajor fund financial statements, budgetary schedules and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such 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 combining and individual nonmajor fund financial statements and schedules are fairly stated, in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have 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 them.

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 3, 2020, 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.

Lance, Soll & Lunghard, LLP

Brea, California
February 3, 2020

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MANAGEMENT DISCUSSION AND ANALYSIS

This section of the City of Irwindale's Comprehensive Annual Financial Report (CAFR) presents management's discussion and analysis of the City's performance during the fiscal year that ended June 30, 2020. This analysis should be read in conjunction with the Transmittal Letter at the front of this report and the accompanying financial statements.

FINANCIAL HIGHLIGHTS

Long-Term Economic Resource (Government-wide) Focus – Economic resources are differentiated from financial resources in that the economic measurement focus measures changes in net position as soon as the event occurs regardless of the timing of related cash flows. Therefore, this measurement focus includes current spendable resources and fixed non-spendable assets, and long-term claims against these assets. The resulting net position utilizing this measurement focus provides one measure of the City's overall long-term financial condition.

- The City's assets and deferred outflows exceeded its liabilities and deferred inflows at the close of the fiscal year by $133.7 million.
- The City's total net position decreased by $6 million. This decrease is primarily due to the changes in the government wide land held for resale values. During the fiscal year, a large industrial property and two residential properties were sold at a combined loss of $5.5 million.
- The City's non-current liabilities include $.8 million in compensated absences, $11.9 million in pension liabilities, and $12 million in other post-employment benefit liabilities.
- The City's governmental funds reported a combined fund balance of $74.6 million.

Short-Term Financial Resource (Fund) Focus - The financial resources focus measures inflows of current spendable assets. The resulting net difference between current financial assets and current financial liabilities, otherwise known as fund balance (or net working capital in the private sector), is to measure the City's ability to finance activities in the near term.

- At the close of the current fiscal year, the City's Governmental Funds reported a combined ending fund balance of $74.6 million, which represents a decrease of $13.9 million from the previous year. This decrease is primarily attributed to the loss of $5.5 million on the sale of three properties and a lump sum $7 million payment made toward the City's pension liabilities.
- Approximately $28.9 million of the total fund balances are assigned for specific purposes and may be modified as deemed appropriate. The purposes for which the current fund balances have been assigned include economic contingency, pension and post-employment benefits, compensated absences, continuing appropriations, and capital and facility improvements.
- The General Fund reported a total fund balance of $35.1 million as of June 30, 2020.

OVERVIEW OF THE FINANCIAL STATEMENTS

The financial section of the comprehensive annual financial report contains the following information: *Independent Auditor's Report, Management's Discussion and Analysis* (this section), the *Basic Financial Statements,* and the *Supplementary Information* section, an optional section that presents combining and budgetary schedules for individual non-major funds. The *Basic Financial Statements* are comprised of three components: 1) *Government-wide Financial Statements,* 2) *Fund Financial Statements* and 3) *Notes to the Financial Statements.* The Management's Discussion and Analysis is intended to be an introduction to the Basic Financial Statements.

BASIC FINANCIAL STATEMENTS

Government-wide financial statements. The Government-wide Financial Statements are intended to provide a "Big Picture" view of the City as a whole using accounting methods similar to those used by private sector companies. The Statement of Net Position includes all of the City's assets (including non-spendable assets like streets and roads) and liabilities (including long-term liabilities that

may be paid over many years). All of the current year revenues and expenses are accounted for in the Statement of Activities regardless of when cash is received or paid.

The two Government-wide Financial Statements report the City's net position and changes:

The Statement of Net Position – presents information on all of the City of Irwindale's assets and liabilities, with the difference between the two reported as net position. Net position is one way to measure the City's financial health. Over time, increases or decreases in the City's net position are an indicator of whether its financial health is improving or deteriorating, respectively. To assess the overall health of the City, one should also consider additional non-financial factors such as changes in the City's property tax base and the condition of the City's roads.

The Statement of Activities – presents information showing how the government'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 expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes).

Both of the government-wide financial statements distinguish functions of the City of Irwindale that are principally supported by taxes and intergovernmental revenues (*government activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City of Irwindale include general government, public safety, public works, and parks and recreation. The City of Irwindale does not provide any business-type activities.

The government-wide financial statements include the blending of separate legal entities—the City of Irwindale, the Irwindale Housing Authority, the Irwindale Reclamation Authority and the Irwindale Joint Powers Authority. Although legally separate, these "component units" are important because the City of Irwindale is financially accountable for them.

Fund Financial Statements – Funds are accounting devices that the City uses to track and control resources intended for specific purposes. The Fund Financial Statements provide more detailed information about the City's most significant funds (major funds), but not the City as a whole. Some funds are required by State and Federal law or by bond covenants, whereas other funds are utilized simply to control and manage resources intended for particular purposes.

The City utilizes two categories of 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 statements, governmental fund financial statements focus on near-term 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 evaluating a government'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 government'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 of Irwindale maintains 18 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, the Housing Authority, the Special Mining Tax Fund, and the Reclamation Fund, all of which are

considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The City of Irwindale adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Fiduciary Funds – The City utilizes Fiduciary Funds to account for assets held by the City in a trustee capacity, or as an agent for other governmental entities, private organizations, or individuals. All of the City's fiduciary activities are reported in a separate statement of fiduciary net assets and a statement of changes in fiduciary net assets. We exclude these activities from the City's Government-wide Financial Statements because the City cannot use these assets to finance its operations. Upon dissolution of the Irwindale Community Redevelopment Agency effective February 1, 2012, the remaining balances of the agency's assets and obligations were transferred to a private purpose trust fund which accounts for all the financial transactions of the Successor Agency to the former Irwindale Community Redevelopment Agency.

Notes to the Financial Statements – The financial statements also include Notes to the Financial Statements that provide important narrative details about the information contained in the financial statements. Information contained in the Notes to the Financial Statements is critical to a reader's full understanding of the Government-wide and Fund Financial Statements.

Supplementary Information – In addition to the required elements of the Basic Financial Statements, we have also included a Supplementary Information section, which includes budgetary and combining schedules that provide additional details about the City's non-major Governmental Funds and Fiduciary Funds. The supplementary information also includes additional pension liability information pursuant to the implementation of GASB 68-Accounting and Financial Reporting for Pensions, as well as the implementation of GASB 75-Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Statement of Net Position

The net position serves over time as a useful indicator of a government's financial position. The City's net position for the year ended June 30, 2020, as shown in the following table, is $133.7 million.

City of Irwindale
Net Position at June 30, 2020 and 2019 (in Thousands)

	Governmental Activities	
	2020	2019
Current and other assets	$ 99,068	$ 111,430
Capital assets	57,374	54,026
Total assets	156,442	165,456
Deferred Outflows of Resources	19,017	16,373
Long-term debt outstanding	-	2,495
Pension & OPEB liabilities	23,883	25,908
Other liabilities	11,927	8,631
Total liabilities	35,810	37,034
Deferred Inflows of Resources	5,925	5,101
Net Position:		
Net investment in capital assets	56,825	52,952
Restricted	40,959	49,089
Unrestricted	35,940	37,653
Total net position	$ 133,724	$ 139,694

Net Investment in Capital Assets – This component is $56.8 million and represents 42% of Net Position and represents the amount of funds required to acquire the City's capital assets, less any related debt used for such acquisition that is still outstanding. The City uses these capital assets to provide services to citizens. The capital assets of the City are not sources of income for repayment of debt as most assets are not revenue generating, and generally are not liquidated to repay debt. Therefore, debt service payments are funded from other sources available to the City.

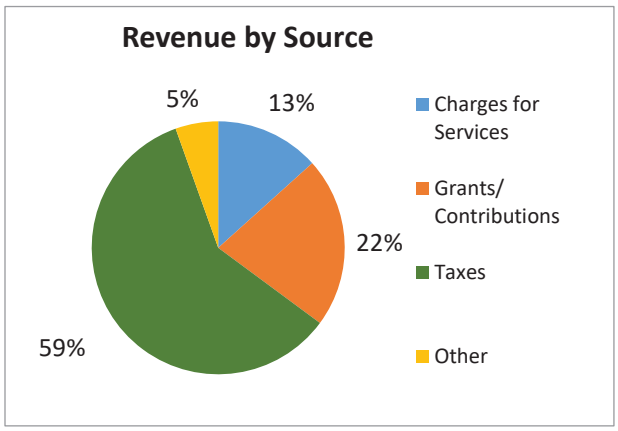
Restricted Assets – An additional portion of the City's net position, $41 million, represents resources that are subject to external restrictions on how they may be used, which include capital projects, debt service, grants, etc.

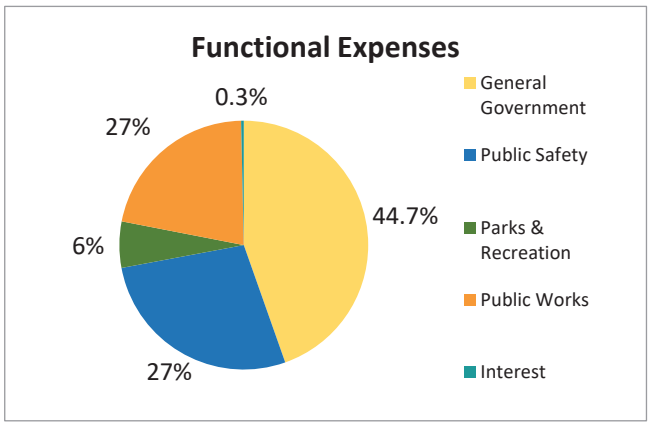
Overall the City's net position decreased $6 million during the current fiscal year. This decrease is primarily due to the large reduction in the government wide land held for resale values from the sale of three properties sold at a loss totaling $5.5 million.

Statement of Activities - The following is a condensed Statement of Activities for the fiscal years ended June 30, 2020 and 2019.

City of Irwindale – Statement of Activities
(Changes in Net Position) as of June 30, 2020 and 2019 (in Thousands)

	2020	2019
Revenues		
Program revenues:		
Charges for services	$ 4,233	$ 3,172
Operating contributions and grants	5,555	448
Capital contributions and grants	1,362	5,460
Total program revenues	11,150	9,080
General revenues:		
Taxes:		
Property taxes	1,924	2,183
Mining/Processing taxes	6,234	7,130
Sales taxes	4,065	4,528
Franchise taxes	1,345	1,355
Business License taxes	1,434	1,514
Utility Users' Tax	3,440	3,760
Other taxes	412	364
Motor vehicle in lieu	154	147
Use of money and property	630	2,541
Other	950	469
Contributions from Successor Agency	-	202
Special Item – loss on sale of property	(5,513)	-
Total general revenues	15,075	24,193
Total revenues	26,225	33,273
Expenses		
General government	14,358	8,341
Public safety	8,840	7,445
Parks and recreation	1,933	1,672
Public works	6,954	10,579
Interest on long-term debt	110	118
Total expenses	32,195	28,155
Change in net position	$ (5,970)	$ 5,118
Net position at beginning of year,	139,694	134,576
Net position at end of year	$ 133,724	$ 139,694





Governmental Activities – The City reported program revenues of $11.2 million and general revenues of $15.1 million.

Program Revenues show an increase of $2.1 million over the prior year. This increase in Program Revenue is due to the contribution of unspent housing bond proceeds of $2.8 million transferred to the Housing Authority for its low income housing program from the Successor Agency to the Irwindale Community Redevelopment Agency.

General Revenues, exclusive of the special item related to the loss on sale of property of $5.5 million, realized a decrease of $3.3 million (15%) from the prior year general revenues. This significant decrease is due to the sudden downturn in the economy due to the COVID-19 Pandemic, which caused significant losses in tax revenue and interest revenue for FY 2019-2020.

In FY 2019-2020, total expenses increased by $4 million (14%) over the prior year. This increase is primarily due to an increase of over $2 million in Capital Project from large projects including the 605 Freeway Improvements, Irwindale Park Improvement, and the Senior Center Remodeling Project. Additionally, the Housing Authority had an increase in costs of over $2 million related to its First Time Homebuyer Program for low and moderate income residents.

Each programs' net cost (total cost less revenues generated by the activities) is presented in the table below. The net cost shows the extent to which the City's general taxes support each of the City's programs.

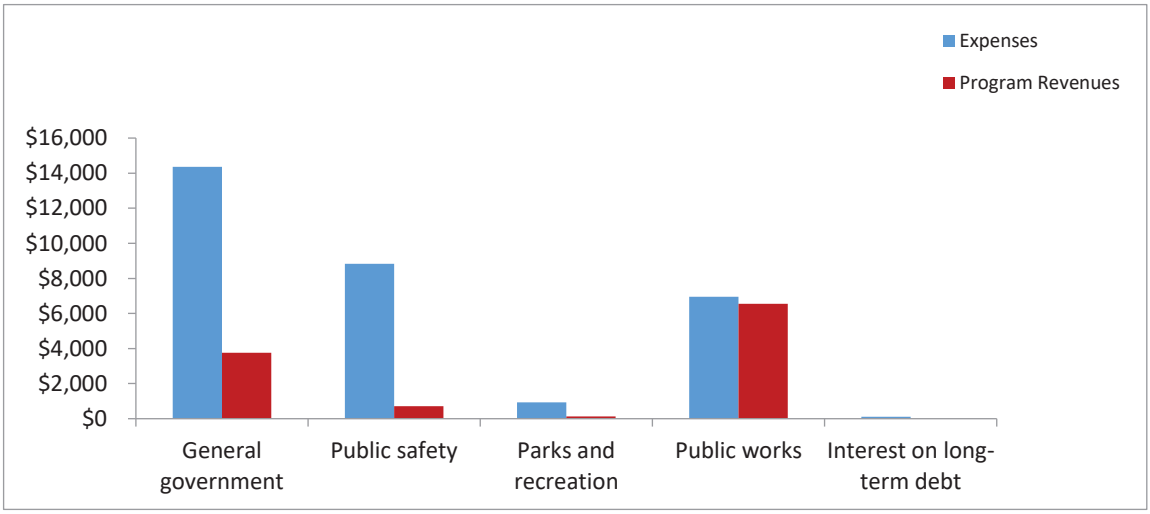
City of Irwindale
Governmental Activities as of June 30, 2020 and 2019
(in Thousands)

	Program Expenses		Program Revenues		Net Cost of Services	
	2020	2019	2020	2019	2020	2019
General government	$ 14,358	$ 8,341	$ 3,766	$ 491	$ (10,592)	$ (7,850)
Public safety	8,840	7,445	716	718	(8,124)	(6,727)
Parks and recreation	1,933	1,672	122	159	(1,811)	(1,513)
Public works	6,954	10,579	6,546	7,712	(408)	(2,867)
Interest on long-term debt	110	118	-	-	(110)	(118)
Totals	$ 32,195	$ 28,155	$ 11,150	$ 9,080	$ (21,045)	$ (19,075)

The net cost of services indicates that the overall cost of government is more than the revenues generated to support it. The City is not fully recovering the cost of these services with program revenues from user fees and other contributions.

The table below provides an illustrative chart comparing program expenses to program revenues for governmental activities.

City of Irwindale
Program Expenses and Revenues – Governmental Activities
Fiscal Year Ended June 30, 2020
(in thousands)



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

The City of Irwindale uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City of Irwindale's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City of Irwindale's financing requirements. In particular, unassigned fund balances may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of June 30, 2020, the City of Irwindale's governmental funds reported combined ending fund balances of $74.6 million. Of this balance, 8% is nonspendable and held for prepaid costs, land held for resale, and notes and loans; 53% is legally restricted to fund functions and programs, such as housing projects, public safety, community services, public works and debt service; 39% is assigned to continuing appropriations, capital and facility improvements, compensated absences, pension liabilities, post-retirement benefits, and economic contingencies. These designations have been made to provide resources for the City's future needs and liabilities.

The General Fund ended the year with a $35.1 million fund balance, which reflects a decrease of $3 million from the prior fiscal year. The General Fund reflects a decrease because, although the City realized higher tax and building related revenues, this higher revenue was offset by an extraordinary large payment of $5.5 million (of a total $7 million payment) made to pay down the City's California Public Employee Retirement System (CalPERS) Unfunded Actuarial Liability.

Assigned fund balances are established for specific intended purposes and can be modified as deemed appropriate. As a measure of the general fund's liquidity, it may be useful to compare the assigned fund balance to both the total fund balance and total general fund expenditures. The assigned fund balance

totals $28.9 million, which represents 82.4% of the total general fund balance of $35.1 million, and 116% of the FY 2019-20 general fund expenditures totaling $24.9 million. These fund balance amounts represent continued efforts by the City of Irwindale to remain fiscally conservative and ensure that the City maintains adequate reserves to cover economic contingencies, future employee obligations, and future capital and facility improvements and infrastructure needs.

The Housing Authority ended the fiscal year with a fund balance of $12.8 million. This represents a decrease of $6 million from the Housing Authority's prior year fund balance, and is solely due to the loss on the sale of a large industrial property. Although the sale of this property resulted in a loss, this sale enables the Housing Authority to convert some of its land assets allowing the funds to be used to continue its low income housing program for its residents.

The Mining Impact Fund ended the fiscal year with $14.4 million in its fund balance, which represents a net decrease of $1.7 million from the prior year. The decrease is primarily due to a large payment of $1.4 million (of a total $7 million payment), made to pay down the City's California Public Employee Retirement System (CalPERS) Unfunded Actuarial Liability (UAL). This payment represents the Mining Impact Fund's allocation of this liability.

The Capital Projects Fund ended the fiscal year with a fund balance of $107,456, which represents a decrease of $2.8 million from the prior year fund balance of $2.9 million. The Capital Projects Fund was a newly established fund in the prior fiscal year to consolidate the accounting of all capital projects in the City and allow for better project tracking. During that year, funds totaling $2.9 million were transferred into the new fund from the General Fund, Mining Impact Fund, and several special revenue funds to pay for future capital projects. In FY 2019-2020, an additional $2.3 million was also transferred into the Capital Projects Fund to cover the total expenditures of several capital projects in FY 2019-2020, totaling $5.2 million.

On December 29, 2011, the California Supreme Court upheld Assembly Bill 1X 26 that provides for the dissolution of all redevelopment agencies in the State of California. 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. Upon dissolution of the Irwindale Community Redevelopment Agency effective February 1, 2012, the remaining balances of the assets and obligations were transferred to a private purpose trust fund, which accounts for all the financial transactions of the Successor Agency to the former Irwindale Community Redevelopment Agency. Additional information on the Successor Agency is included in Note 13 of the Notes to the Financial Statements.

GENERAL FUND BUDGETARY HIGHLIGHTS

The original appropriations for the General Fund included total revenue estimates of $22.2 million and total expenditure appropriations of $26.8 million. At year end, the revised revenue estimates totaled $22 million and the expenditure appropriations totaled $30.5 million. The changes to the General Fund budget are summarized below:

Changes to Original Budget:

Resources (Inflows)—

- Revenue estimates reflect an overall decrease of $ 221,000 to the original revenue budget.
- The difference in revenue estimates is the net difference of an increase made to revenues earlier in the year for grants of $13,000, plus $290,000 from the new Transactions and Use Tax that became effective during the fiscal year.
- The increase in revenue was offset by a decrease in projected revenue of $524,000 due to the projected fiscal impacts resulting from the COVID-19 Pandemic.

Appropriations (Outflows)—

- Expenditure appropriations reflect an overall increase of $3.7 million to the original budget.
- The majority of this increase is attributed to $4.2 million additional appropriations for Capital Projects, the largest of which was $3 million for Irwindale Park Improvements.
- Another $1 million was appropriated at the start of the COVID-19 Pandemic to cover increased costs for supplies and programs to help stop the spread of COVID-19.

- The increases in the budget were offset by $1.5 million in cuts to all City departmental budgets. These budget cuts were made to offset the anticipated fiscal impacts resulting from the COVID-19 Pandemic and the suspended programs and events required by the County health orders.

Variances with Final Budget:

Resources (Inflows)—
- The General Fund final FY 2019-20 revenue budget totaled $22 million.
- Actual General Fund revenues, including transfers totaled $24.2 million, resulting in a positive variance of $2.2 million. The positive variance is primarily due to additional building and plan check revenue received from large development project activity during the fiscal year.

Appropriations (Outflows)—
- The General Fund final FY 2019-20 expenditure budget totaled $30.5 million.
- Actual General Fund expenditures, including transfers out, totaled $27.2 million, resulting in a positive variance of $3.4 million in expenditures coming in under budget.
- Approximately $2 million of this variance is attributed to deferred capital projects and purchases, which were budgeted, but either not started or finished in FY 2019-20. The budgets for these capital projects and purchases will be carried forward to FY 2020-21 for project continuation and completion.
- The remaining variance of $1.4 million is from savings throughout all City departments due to the COVID-19 Pandemic. The City instituted a hiring freeze during this time, which resulted in many payroll related costs coming in under budget. Additionally, many of the City's suspended programs and events, as well as the City being closed to the public, resulting in savings to operations budgets of many City departments, over and above the budget cuts that were already made at the start of the pandemic.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At the end of FY 2019-20, the City had $57.4 million invested in a broad range of capital assets, including land, buildings, infrastructure, and equipment. This amount represents a net increase (including additions and deductions) of approximately $3.3 million from last year.

City of Irwindale
Capital Assets as of June 30, 2020 and 2019
(Net of Depreciation, in Thousands)

	Government Activities	
	2020	2019
Land	$ 3,112	$ 3,112
Buildings and Improvements	4,020	3,476
Furniture and Equipment	1,052	1,029
Infrastructure	37,507	38,886
Construction in progress	11,683	7,523
Totals	$ 57,374	$ 54,026

The net increase of $3.3 million is primarily due to an increase in the City's Construction in Progress. In FY 2019-2020 the City started many capital projects that incurred significant expenditures, however these projects were not completed by the end of the fiscal year. The value of these active projects is listed as Construction in Progress in the City's capital assets, and include the Irwindale Park Project, the

605 Freeway Project, the Senior Center Remodeling Project, and the FY 2019-2020 Resurfacing Project. Additional detail on Capital Assets can be found in Note 5 of the Notes to the Financial Statements.

Long-Term Debt

As of June 30, 2020, the City of Irwindale had total outstanding debt of $572,896 for outstanding indebtedness.

City of Irwindale
Outstanding Debt as of June 30, 2020 and 2019
(in Thousands)

	2020	2019
2013 Lease Revenue Bonds	$ 573	$ 1,109
Totals	$ 573	$ 1,109

The total Outstanding Debt decreased by $536,446, which is the amount of the regular debt service payments made during FY 2019-20 for the 2013 Lease Revenue Bonds. As a note, there is only one year remaining for this debt service. The 2013 Lease Revenue Bonds will be paid in full as of April 2021. Additional detail on the City's long-term debt can be found in Note 6 of the Notes to the Financial Statements.

FACTORS EFFECTING NEXT YEAR'S BUDGET

At the time the FY 2020-2021 Budget was prepared, there was much uncertainty regarding the severity and duration of the COVID-19 Pandemic's fiscal impact to local governments. Therefore, the revenue projections for FY 2020-21 reflect anticipated reductions of 20-30% in some of the City's major tax revenue sources. The Adopted Budget includes projected operating General Fund revenues of $16.2 million. The FY 2020-2021 revenue budget also includes $6.3 million in building and plan check related revenue resulting from several very large developments in the City. This revenue is considered "one-time" revenue, and therefore not included as part of the City's regular operating revenue budget.

The Fiscal Year 2020-2021 Adopted Budget also includes an operating General Fund expenditure budget of $19.9 million, which reflects a decrease of approximately $550,000 from the FY 2019-2020 adopted operating expenditure budget of $20.5 million. This decrease is primarily attributed to budget reductions made throughout all City department budgets due to the fiscal impacts of the COVID-19 Pandemic. Reductions were made by cuts in operating department budgets, as well as suspending employee cost of living increases for FY 2020-2021. The expenditure budget does include some increases that are required and unavoidable, such as increases in employer pension rates, health coverage premiums, and liability insurance premiums, however these increases were more than offset by the operating budget cuts.

The rising rate of pension costs and Unfunded Actuarial Liability (UAL) balances is one of the most concerning challenges facing all cities throughout California. Over the past several years these pension liabilities have increased exponentially due to CalPERS' reduction of the discount rate and changes in assumptions in their actuarial valuations. Both the extremely high UAL balances and annual pension rate increases were projected to create severe challenges for the City's financial future. Therefore, on June 27, 2018 the City Council approved a CalPERS Unfunded Actuarial Liability 3-Year Pay Down Plan. This pay down plan consisted of making three annual payments of $7 million each to pay down the City's UAL over three years. The first of the three $7 million payments was made in FY 2017-18, the second payment was made in FY 2018-19, and the third payment was made in FY 2019-20. The FY 2020-2021 budget no longer includes a large lump sum payment for the CalPERS UAL, however it does now include the regularly scheduled payments that are amortized and billed by CalPERS annually.

The Statement of Net Position included in this financial report lists the City's current pension liability at $11.9 million. This amount consists of both the CalPERS liability of $8.6 million and the PARS Retirement

Enhancement Program liability of $3.3 million. The $11.9 million pension liability marks a $4.2 million reduction from the prior year's pension liability of $16.1 million, and is due to the second $7 million payment made in FY 2018-19, however it was offset by increases due to lower investment earnings than expected by CalPERS. As a note, the $8.6 million CalPERS UAL amount included as part of the $11.9 million pension liability in the Statement of Net Position, is based on CalPERS' actuarial valuation report as of June 30, 2019 and does not reflect the last $7 million payment made during FY 2019-20. Therefore, when the CalPERS pension liability is recalculated next year as of June 30, 2020, the pension liability should be substantially lower, as it will include the last $7 million payment. Additional information on the City Employees Retirement Plan and Retirement Enhancement Plan can be found in Notes 8 and 9 of the Notes to the Financial Statements.

In compliance with GASB 75, the Statement of Net Position also lists the City's current Other Post-Employment Benefits (OPEB) liability at $12 million. The City has established a qualified OPEB Trust with the California Employer's Retiree Benefit Trust Fund (CERBT) to fund future retiree medical benefits. Additional information on the City's OPEB benefits can be found in Note 10 of the Notes to the Financial Statements.

The City of Irwindale is fortunate to have consistently maintained healthy General Fund Balance reserves, which currently include assigned fund balances totaling $28.9 million as of June 30, 2020. Per the City's adopted Fund Balance Policy, an Economic Contingency Reserve is required to be maintained at $5 million, and the remaining $23.9 reserves are assigned for other functions, including pension and post-retirement benefits, compensated absences, continuing appropriations and capital and facility improvements.

The City's strong General Fund reserves provide the City Council and City Staff the time and opportunity to work strategically to address any current and future financial challenges. This was especially true in FY 2019-2020 that saw the COVID-19 Pandemic spread globally, leaving many cities struggling financially to implement measures to address the pandemic, and keep residents and employees safe wherever possible, while still providing essential services. In FY 2020-2021, the City plans to continue providing essential services and follow all safety and shelter in place protocols ordered by state and county officials.

Although the FY 2020-2021 Budget included large reductions in projected revenue, the City was still able to adopt a balanced budget made possible with significant one-time building related revenue projected to be realized in FY 2020-2021. Going forward, the City will continue to focus on cost reduction measures and revenue enhancement strategies wherever possible to offset future budget challenges. The City is looking at all options to generate more General Fund revenue, including future economic development projects. As a note, the voters of the City passed a new .75% local Transactions and Use Tax on November 5, 2019. FY 2020-2021 will mark the first full fiscal year with this additional revenue source for the City, which is projected to generate approximately $1.6 million in additional General Fund revenue.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, you may contact the City's Finance Department at (626) 430-2200 located at Irwindale City Hall, 5050 North Irwindale Avenue, Irwindale, California, 91706.

CITY OF IRWINDALE

STATEMENT OF NET POSITION
JUNE 30, 2020

	Governmental Activities
Assets:	
Cash and investments	$ 71,786,414
Receivables:	
Accounts	560,972
Taxes	3,080,269
Notes and loans	14,229,244
Accrued interest	300,128
Deferred loans	2,451,080
Prepaid costs	48,610
Land held for resale	6,590,925
Restricted assets:	
Cash and investments	20,005
Cash with fiscal agent	243
Capital assets not being depreciated	14,795,387
Capital assets, net of depreciation	42,578,690
Total Assets	**156,441,967**
Deferred Outflows of Resources:	
Deferred charge on refunding	23,689
Deferred pension related items	16,387,444
Deferred OPEB related items	2,606,163
Total Deferred Outflows of Resources	**19,017,296**
Liabilities:	
Accounts payable	2,452,148
Accrued liabilities	642,645
Accrued interest	5,311
Unearned revenue	2,396,211
Deposits payable	4,341,620
Noncurrent liabilities:	
Due within one year	
Long-term debt	572,896
Compensated absences	680,159
Due in more than one year	
Compensated absences	836,512
Net pension liability	11,899,412
Net OPEB liability	11,983,486
Total Liabilities	**35,810,400**
Deferred Inflows of Resources:	
Deferred pension related items	5,924,581
Total Deferred Inflows of Resources	**5,924,581**
Net Position:	
Net investment in capital assets	56,824,870
Restricted for:	
Housing activities	14,220,620
Public safety	382,170
Public works	4,122,871
Capital projects	22,233,708
Debt service	243
Unrestricted	35,939,800
Total Net Position	**$ 133,724,282**

See Notes to Financial Statements

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CITY OF IRWINDALE

STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2020

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Contributions and Grants	Program Revenues: Capital Contributions and Grants	Net (Expenses) Revenues and Changes in Net Position: Primary Government: Governmental Activities
Primary Government:					
Governmental Activities:					
General government	$ 14,358,179	$ 380,424	$ 3,385,153	$ -	$ (10,592,602)
Public safety	8,840,499	427,120	289,365	-	(8,124,014)
Parks and recreation	1,932,673	73,328	49,118	-	(1,810,227)
Public works	6,953,919	3,351,914	1,831,610	1,362,431	(407,964)
Interest on long-term debt	109,880	-	-	-	(109,880)
Total Governmental Activities	**32,195,150**	**4,232,786**	**5,555,246**	**1,362,431**	**(21,044,687)**
Total Primary Government	**$ 32,195,150**	**$ 4,232,786**	**$ 5,555,246**	**$ 1,362,431**	**(21,044,687)**
General Revenues:					
Taxes:					
Property taxes, levied for general purpose					1,924,401
Mining/processing taxes					6,233,454
Sales taxes					4,065,292
Franchise taxes					1,345,110
Business licenses taxes					1,433,490
Utility users tax					3,439,780
Other taxes					412,270
Motor vehicle in lieu - unrestricted					153,720
Use of money and property					629,741
Other					950,250
Special item - loss on sale of property					(5,512,892)
Total General Revenues and Special Item					**15,074,616**
Change in Net Position					(5,970,071)
Net Position at Beginning of Year					139,694,353
Net Position at End of Year					**$ 133,724,282**

See Notes to Financial Statements

CITY OF IRWINDALE

BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2020

		Special Revenue Funds		Capital Projects Funds
	General	Housing Authority	Mining Impact Fund	Capital Projects
Assets:				
Pooled cash and investments	$ 38,636,741	$ 8,195,457	$ 15,368,550	$ 2,966,480
Receivables:				
Accounts	357,572	200	86,757	-
Taxes	2,217,088	-	859,198	-
Notes and loans	8,624	14,220,620	-	-
Accrued interest	151,701	42,896	60,167	14,095
Deferred loans	2,000,000	451,080	-	-
Prepaid costs	45,815	-	2,730	-
Due from other funds	25,533	-	-	-
Advances to other funds	-	3,979,785	-	-
Land held for resale	6,118,643	472,282	-	-
Restricted assets:				
Cash and investments	20,005	-	-	-
Cash and investments with fiscal agents	-	-	-	-
Total Assets	**$ 49,581,722**	**$ 27,362,320**	**$ 16,377,402**	**$ 2,980,575**
Liabilities, Deferred Inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	$ 1,145,738	$ 56,010	$ 225,394	$ 1,009,168
Accrued liabilities	620,858	-	19,770	-
Unearned revenues	1,138,114	-	1,178,036	80,061
Deposits payable	2,013,107	-	544,623	1,783,890
Due to other funds	-	-	-	-
Advances from other funds	9,509,785	-	-	-
Total Liabilities	**14,427,602**	**56,010**	**1,967,823**	**2,873,119**
Deferred Inflows of Resources:				
Unavailable revenues	56,635	14,499,640	47,261	-
Total Deferred Inflows of Resources	**56,635**	**14,499,640**	**47,261**	**-**
Fund Balances:				
Nonspendable:				
Prepaid costs	45,815	-	-	-
Land held for resale	6,118,643	-	-	-
Notes and loans	8,624	-	-	-
Restricted for:				
Housing activities	-	12,806,670	-	-
Public safety - police activities	-	-	-	-
Public works	-	-	14,362,318	-
Capital Projects	-	-	-	107,456
Debt service	-	-	-	-
Assigned to:				
Capital/Facility improvements	6,600,000	-	-	-
Continuing appropriations	138,000	-	-	-
Compensated absences liability	1,516,700	-	-	-
Post Retirement Benefits	15,591,300	-	-	-
Economic contingency	5,078,403	-	-	-
Unassigned	-	-	-	-
Total Fund Balances	**35,097,485**	**12,806,670**	**14,362,318**	**107,456**
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	**$ 49,581,722**	**$ 27,362,320**	**$ 16,377,402**	**$ 2,980,575**

See Notes to Financial Statements

CITY OF IRWINDALE

BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2020

	Other Governmental Funds	Total Governmental Funds
Assets:		
Pooled cash and investments	$ 6,619,186	$ 71,786,414
Receivables:		
Accounts	116,443	560,972
Taxes	3,983	3,080,269
Notes and loans	-	14,229,244
Accrued interest	31,269	300,128
Deferred loans	-	2,451,080
Prepaid costs	65	48,610
Due from other funds	-	25,533
Advances to other funds	5,530,000	9,509,785
Land held for resale	-	6,590,925
Restricted assets:		
Cash and investments	-	20,005
Cash and investments with fiscal agents	243	243
Total Assets	**$ 12,301,189**	**$ 108,603,208**
Liabilities, Deferred Inflows of Resources, and Fund Balances:		
Liabilities:		
Accounts payable	$ 15,838	$ 2,452,148
Accrued liabilities	2,017	642,645
Unearned revenues	-	2,396,211
Deposits payable	-	4,341,620
Due to other funds	25,533	25,533
Advances from other funds	-	9,509,785
Total Liabilities	**43,388**	**19,367,942**
Deferred Inflows of Resources:		
Unavailable revenues	-	14,603,536
Total Deferred Inflows of Resources	**-**	**14,603,536**
Fund Balances:		
Nonspendable:		
Prepaid costs	-	45,815
Land held for resale	-	6,118,643
Notes and loans	-	8,624
Restricted for:		
Housing activities	-	12,806,670
Public safety - police activities	382,170	382,170
Public works	11,886,805	26,249,123
Capital Projects	-	107,456
Debt service	243	243
Assigned to:		
Capital/Facility improvements	-	6,600,000
Continuing appropriations	-	138,000
Compensated absences liability	-	1,516,700
Post Retirement Benefits	-	15,591,300
Economic contingency	-	5,078,403
Unassigned	(11,417)	(11,417)
Total Fund Balances	**12,257,801**	**74,631,730**
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	**$ 12,301,189**	**$ 108,603,208**

See Notes to Financial Statements

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CITY OF IRWINDALE

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
JUNE 30, 2020

Fund balances of governmental funds		$ 74,631,730
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets net of depreciation have not been included as financial resources in governmental fund activity.		
Capital Assets	$ 94,379,268	
Accumulated Depreciation	(37,005,191)	57,374,077
Governmental funds report all OPEB contributions as expenditures, however, the OPEB liability has a measurement date of June 30, 2017, and contributions made subsequent to the measurement date are reclassified as deferred OPEB contributions.		763,891
Deferred outflows of resources relate to:		
Contributions made after the measurement date - PERS	8,181,286	
Changes in assumptions	379,558	
Difference due to expected and actual experiences - PERS	579,805	
Deferred outflows - Difference in actual to prop share contribution	6,422,525	
PARS changes of assumptions	229,273	
PARS net difference between projected and actual earnings	594,997	
OPEB Experience Gains/Losses	1,834,914	
OPEB Investment Gains/Losses	7,358	18,229,716
Long-term debt and compensated absences that have not been included in the governmental fund activity:		
Lease Revenue Refunding Bonds	(572,896)	
Unamortized loss on defeasance	23,689	
Compensated Absences	(1,516,671)	(2,065,878)
Governmental funds report all pension contributions as expenditures, however, in the statement of net position, the excess of the plan proportionate share of the total pension liability over the proportionate share of the plan fiduciary net position is reported as a net pension liability.		
California Public Employees' Retirement Plan (PERS)	(8,637,187)	
PARS net pension liability	(3,262,225)	(11,899,412)
Governmental funds report all OPEB contributions as expenditures, however, in the statement of net position, the excess of the total OPEB liability over the plan fiduciary net position is reported as a net OPEB liability.		(11,983,486)
Deferred inflows of resources relate to:		
Changes in assumptions	(103,044)	
Net differences between projected and actual earnings on plan investments	(133,029)	
Difference between expected and actual experiences	(20,520)	
Difference in proportionate share of contribution	(118,720)	
Adjustment due to differences in proportions	(5,232,424)	
PARS differences between expected and actual experiences	(316,844)	(5,924,581)
Accrued interest payable for the current portion of interest due on the Lease Revenue Refunding Bonds has not been reported in the governmental funds.		(5,311)
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.		14,603,536
Net Position of Governmental Activities		**$ 133,724,282**

See Notes to Financial Statements

CITY OF IRWINDALE

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2020

		Special Revenue Funds		Capital Projects Funds
	General	Housing Authority	Mining Impact Fund	Capital Projects
Revenues:				
Taxes	$ 15,210,844	$ -	$ 3,427,816	$ -
Licenses and permits	1,072,463	-	-	-
Intergovernmental	41,465	-	177,148	-
Charges for services	2,567,927	-	-	-
Use of money and property	1,209,300	147,977	377,314	88,390
Fines and forfeitures	204,280	-	-	-
Contributions	567,776	2,811,836	-	-
Miscellaneous	1,351,339	-	222,504	5,912
Total Revenues	**22,225,394**	**2,959,813**	**4,204,782**	**94,302**
Expenditures:				
Current:				
General government	7,916,235	3,442,809	3,220,629	-
Public safety	10,284,125	-	-	-
Parks and recreation	2,043,156	-	-	-
Public works	4,396,439	-	1,592,038	-
Capital outlay	208,543	-	50,034	5,198,719
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	77,198	-	-	-
Total Expenditures	**24,925,696**	**3,442,809**	**4,862,701**	**5,198,719**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,700,302)	(482,996)	(657,919)	(5,104,417)
Other Financing Sources (Uses):				
Transfers in	1,993,690	-	-	2,302,462
Transfers out	(2,249,572)	-	(1,046,527)	-
Total Other Financing Sources (Uses)	**(255,882)**	**-**	**(1,046,527)**	**2,302,462**
Special Item:				
Loss on sale of property	-	(5,512,892)	-	-
Net Change in Fund Balances	(2,956,184)	(5,995,888)	(1,704,446)	(2,801,955)
Fund Balances, Beginning of Year	38,053,669	18,802,558	16,066,764	2,909,411
Fund Balances, End of Year	**$ 35,097,485**	**$ 12,806,670**	**$ 14,362,318**	**$ 107,456**

See Notes to Financial Statements

CITY OF IRWINDALE

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2020

	Other Governmental Funds	Total Governmental Funds
Revenues:		
Taxes	$ 269,377	$ 18,908,037
Licenses and permits	-	1,072,463
Intergovernmental	585,826	804,439
Charges for services	-	2,567,927
Use of money and property	196,190	2,019,171
Fines and forfeitures	-	204,280
Contributions	-	3,379,612
Miscellaneous	865,645	2,445,400
Total Revenues	**1,917,038**	**31,401,329**
Expenditures:		
Current:		
General government	3,000	14,582,673
Public safety	205,908	10,490,033
Parks and recreation	-	2,043,156
Public works	363,604	6,352,081
Capital outlay	233,485	5,690,781
Debt service:		
Principal retirement	520,000	520,000
Interest and fiscal charges	42,400	119,598
Total Expenditures	**1,368,397**	**39,798,322**
Excess (Deficiency) of Revenues Over (Under) Expenditures	548,641	(8,396,993)
Other Financing Sources (Uses):		
Transfers in	1,227,772	5,523,924
Transfers out	(2,227,825)	(5,523,924)
Total Other Financing Sources (Uses)	**(1,000,053)**	**-**
Special Item:		
Loss on sale of property	-	(5,512,892)
Net Change in Fund Balances	(451,412)	(13,909,885)
Fund Balances, Beginning of Year	12,709,213	88,541,615
Fund Balances, End of Year	**$ 12,257,801**	**$ 74,631,730**

CITY OF IRWINDALE

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES YEAR ENDED JUNE 30, 2020

Net change in fund balances - total governmental funds		$ (13,909,885)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.		
Capital outlay	$ 5,574,898	
Depreciation	(2,227,046)	3,347,852
Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		
Capital lease repayment		
2013 Lease Revenue Refunding Bonds	520,000	
2013 Lease Revenue Refunding Bonds Deferred Charge amortization	(11,843)	
2013 Lease Revenue Refunding Bonds Premium amortization	16,446	524,603
Accrued interest for long-term liabilities. This is the net change in accrued interest for the current period.		5,115
Compensated absences expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(131,152)
Governmental funds report all contributions in relation to the actuarially determined contribution for OPEB as expenditures, however in the statement of activities only the annual OPEB cost is an expense.		(441,405)
Pension obligation expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
California Public Employees' Retirement Plan (PERS)	4,362,786	
PARS Retirement Enhancement Plan	(64,627)	4,298,159
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.		336,642
Change in Net Position of Governmental Activities		**$ (5,970,071)**

See Notes to Financial Statements

CITY OF IRWINDALE

STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
JUNE 30, 2020

	Agency Funds	Private-Purpose Trust Fund Successor Agency of the Former ICRA
Assets:		
Pooled cash and investments	$ 711,042	$ 21,544,521
Receivables:		
Accounts	7,500	-
Taxes	1,403	-
Accrued interest	2,232	64,432
Land held for resale	-	5,289,643
Restricted assets:		
Cash and investments with fiscal agents	803,608	3,463,150
Total Assets	**$ 1,525,785**	**30,361,746**
Deferred Outflows of Resources:		
Deferred charge on refunding		434,813
Total Deferred Outflows of Resources		**434,813**
Liabilities:		
Accounts payable	$ 4,696	16,538
Accrued interest	-	896,714
Deposits payable	1,521,089	-
Long-term liabilities:		
Due in one year	-	5,700,000
Due in more than one year	-	39,610,581
Total Liabilities	**$ 1,525,785**	**46,223,833**
Net Position:		
Held in trust for other purposes		(15,427,274)
Total Net Position		**$ (15,427,274)**

CITY OF IRWINDALE

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
YEAR ENDED JUNE 30, 2020

	Private-Purpose Trust Fund
	Successor Agency of the Former ICRA
Additions:	
Taxes	$ 8,329,604
Interest and change in fair value of investments	509,087
Miscellaneous	5,803
Gain on sale of assets	309,065
Total Additions	**9,153,559**
Deductions:	
Administrative expenses	248,176
Contractual services	42,337
Interest expense	2,388,394
Contributions to other governments	3,330,494
Total Deductions	**6,009,401**
Changes in Net Position	**3,144,158**
Net Position - Beginning of the Year	(18,571,432)
Net Position - End of the Year	**$ (15,427,274)**

See Notes to Financial Statements

I. SIGNIFICANT ACCOUNTING POLICIES

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 of Irwindale 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 of Irwindale 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 of Irwindale 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 of Irwindale 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.

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 and the Irwindale Reclamation Authority.

The Industrial Development Authority was established on November 30, 1982, pursuant to the 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 of Irwindale 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.

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 as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

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 agency funds and a private purpose trust fund. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations. 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.

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. Revenues include bond proceeds held by the Irwindale Successor Agency that will be transferred for use into this fund for affordable housing activities.

- 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.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

- Agency Funds are used to account for funds held for the benefit of parties outside the government. The resources in these agency funds are not used to support any City programs. Agency funds for the City consists of the Trust & Agency Fiduciary Fund, the Community Facilities District (CFD#1), the Live Oak Sewer Assessment District, 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.

d. 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, 2020. 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."

   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

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

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 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, 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 and 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 the component units, are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Infrastructure	25 - 100
Buildings	50
Furniture, Fixtures and Equipment	3 - 10

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

5. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The City has two items that qualify for reporting in this category. One is deferred charge on refunding reported in the Government-Wide Statement of Net Position and the Statement of Fiduciary Net Position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The other items are deferred pension related items and deferred OPEB related items reported on the Government-wide Statement of Net Position.

In addition to liabilities, the statement of financial position and governmental fund balance sheet report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two items to report in this category. One arises only under a modified accrual basis of accounting, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from various sources such as, grant revenue, taxes and other special revenues. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The second item related to deferred inflows related to the pensions reported in the Government-wide Statement of Net Position.

Gains and losses related to changes in total pension or OPEB liability and their related fiduciary net position are recognized in pension or OPEB expense, respectively, systematically over time. Amounts are first recognized in pension or OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pension or OPEB and are to be recognized in future pension and OPEB expense, respectively.

The recognition period differs depending on the source of the gain or loss:

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, 2019, EARLS were:	0 years 3.8 years 3.8 years 5.0 years	OPEB plan Pension Misc. – Cost Sharing Plan Pension Safety – Cost Sharing Plan Retirement Enhancement Plan

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

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.

8. 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.

9. 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, 2020, there were no material long-term claims and judgments against the City and no liability was reported.

10. 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.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

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.

11. 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, 2018
Measurement Date	June 30, 2019
Measurement Period	July 1, 2018 to June 30, 2019

For the pension plan administered under the PARS Retirement Enhancement Plan (PARS), the following timeframes are used:

Valuation Date	June 30, 2018
Measurement Date	June 30, 2020
Measurement Period	July 1, 2019 to June 30, 2020

12. 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.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

For this report, the following timeframes are used:

Valuation Date	June 30, 2019
Measurement Date	June 30, 2019
Measurement Period	July 1, 2018 to June 30, 2019

13. 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.

Committed include amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority, City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is by resolution.

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.

14. 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.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

- 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.
- 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.

II. STEWARDSHIP

Note 2: Stewardship, Compliance and Accountability

a. Deficit Fund Balances or Net Position

At June 30, 2020, the State Grants Fund had a deficit fund balance of $11,417 and the Successor Agency of the Former ICRA had a deficit net position of $15,427,274.

III. DETAILED NOTES ON ALL FUNDS

Note 3: Cash and Investments

As of June 30, 2020, cash and investments were reported in the accompanying financial statements as follows:

Governmental activities	
Cash and investments	$ 71,786,414
Restricted	
Cash and investments	20,005
Cash with fiscal aget	243
Fiduciary funds	26,522,321
Total Cash and Investments	$ 98,328,983
Demand Deposits	$ 4,191,529
Investements	94,137,454
Total Cash and Investments	$ 98,328,983

The City of Irwindale 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.

Note 3: Cash and Investments (Continued)

Deposits

As of June 30, 2020, the carrying amount of the City's deposits was $4,191,529 and the bank balance was $4,048,601. The $142,928 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.

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

Note 3: Cash and Investments (Continued)

- 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.

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

Note 3: Cash and Investments (Continued)

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, 2020, 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, 2020, 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, 2020, 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, 2020, the Agency 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, 2020, the City has invested $17,815,587 (19%) in Federal Home Loan Mortgage Corp.

Investments guaranteed by the U.S. government and 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, 2020, 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)	$ 68,357,239	$ -	$ -	$ -	$ 68,357,239
Certificates of Deposit	967,754	975,182	1,734,687	-	3,677,623
Federal Agency Securities	-	-	5,002,400	12,813,187	17,815,587
Restricted Cash and Investments:					
CJPIA TPA Trust	20,005	-	-	-	20,005
Investments with fiscal agents:					
Money Market Mutual Fund	4,267,000	-	-	-	4,267,000
	$ 73,611,998	$ 975,182	$ 6,737,087	$ 12,813,187	$ 94,137,454

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; Level 3 inputs are significant unobservable inputs. Methods utilized by the City to determine fair market 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, 2020:

Investment Type	Totals	Investments not Measured at Fair Value	Level 1	Level 2	Level Uncategorized
Certificates of deposit	$ 3,677,623	$ 3,677,623	$ -	$ -	$ -
Federal Government Agency	17,815,587	-	-	17,815,587	-
Local Agency Investment Fund (LAIF)	68,357,239	-	-	-	68,357,239
CJPIA TPA Trust	20,005	20,005	-	-	-
Investments with Fiscal Agent:					
Money Market Funds	4,267,000	-	-	4,267,000	-
Total Investments	$ 94,137,454	$ 3,697,628	$ -	$ 22,082,587	$ 68,357,239

Note 4: Interfund Receivable, Payable and Transfer

The composition of interfund balances as of June 30, 2020, is as follows:

a. Due To/From Other Funds

	Due From Other Funds
Due To Other Funds	General Fund
Nonmajor governmental funds	$ 25,533
	$ 25,533

The above amounts resulted from temporary reclassifications made at June 30, 2020, to cover cash shortfalls.

b. Advances To/From Other Funds

On January 9, 2013, the City of Irwindale entered into an agreement with the Irwindale Housing Authority ("Authority") to purchase property known as the Olive Pit for a total of $4,134,000. As a result, a promissory note between the City and the Housing Authority was issued in the amount of $4,134,000 with principal payments due every April 9th over ten years in equal annual installments of $413,400. Interest is accrued at 3% of the annual payment if the payment is not made. The outstanding balance as of June 30, 2020, was $3,979,785.

In fiscal year 2018-2019, the Reclamation Fund advanced $5,530,000 to the General Fund for the payment of the CalPERS Unfunded Accrued Liability. The outstanding balance as of June 30, 2020, was $5,530,000.

c. Interfund Transfers

	Transfers Out			
Transfers In	General Fund	Mining Impact Fund	Nonmajor Governmental Funds	Total
General Fund	$ -	$ -	$ 1,993,690	$ 1,993,690
Capital Projects	1,688,010	380,317	234,135	2,302,462
Nonmajor Governmental Funds	561,562	666,210	-	1,227,772
Total	$ 2,249,572	$ 1,046,527	$ 2,227,825	$ 5,523,924

The Mining Impact fund transferred $666,210 to the Reclamation Nonmajor Governmental Fund for annual mining contributions pursuant to a settlement agreement and $380,317 to the Capital Projects fund to budget the new Capital Projects fund. The General Fund transferred $561,562 to the Irwindale Joint Powers Authority for the principal and interest payments for the 2013 Lease Revenue Refunding Bonds and $1,688,010 to the Capital Projects fund to fund capital projects. The $234,135 transferred from Nonmajor Governmental Funds to the Capital Projects fund was to fund future capital projects. The Reclamation Nonmajor Governmental Fund Fund transferred royalty receipts in the amount of $1,993,690 to the General Fund as the Reclamation Fund was created for tracking such royalty receipts.

Note 5: Capital Assets

Capital assets activity for the year ended June 30, 2020, was as follows:

	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Capital assets, not being depreciated:					
Land	$ 3,112,220	$ -	$ -	$ -	$ 3,112,220
Construction-in-progress	7,522,647	5,198,718	-	(1,038,198)	11,683,167
Total Capital Assets, Not Being Depreciated	10,634,867	5,198,718	-	(1,038,198)	14,795,387
Capital assets, being depreciated:					
Buildings and improvements	6,871,091	-	-	799,340	7,670,431
Furniture, fixtures and equipment	4,763,576	376,180	(39,361)	-	5,100,395
Infrastructure	66,574,197	-	-	238,858	66,813,055
Total Capital Assets, Being Depreciated	78,208,864	376,180	(39,361)	1,038,198	79,583,881
Less accumulated depreciation:					
Buildings and improvements	3,395,326	255,870	-	-	3,651,196
Furniture, fixtures and equipment	3,733,986	353,270	(39,361)	-	4,047,895
Infrastructure	27,688,194	1,617,906	-	-	29,306,100
Total Accumulated Depreciation	34,817,506	2,227,046	(39,361)	-	37,005,191
Total Capital Assets, Being Depreciated, Net	43,391,358	(1,850,866)	-	1,038,198	42,578,690
Governmental Activities Capital Assets, Net	$ 54,026,225	$ 3,347,852	$ -	$ -	$ 57,374,077

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General government	$ 113,746
Public safety	184,423
Parks and recreation	291,182
Public works	1,637,695
Total Depreciation Expense	$ 2,227,046

Note 6: Long-Term Debt

The following is a schedule of changes in governmental activities long-term debt for fiscal year ended June 30, 2020.

	Outstanding June 30, 2019	Additions	Deletions	Outstanding June 30, 2020	Due Within One Year
Public Offerings:					
Lease Revenue Bonds	$ 1,060,000	$ -	$ 520,000	$ 540,000	$ 540,000
Unamortized Bond Premium				32,896	
				$ 572,896	

Note 6: Long-Term Debt (Continued)

a. Lease Revenue Refunding Bonds

2013 Lease Revenue Refunding Bonds

On July 2, 2013, the City of Irwindale Joint Powers Authority issued $3,870,000 in Lease Revenue Refunding Bonds with interest rates ranging from 2.0% to 4.0%. Interest on the bonds is payable semi-annually on April 1 and October 1 of each year commencing October 1, 2014. Principal maturities begin July 2, 2014 and continue annually through April 1, 2021. The bonds were issued for the purpose of refunding the outstanding Certificates of Participation known and designated as the $8,820,000 City of Irwindale, California, Issue of 2001. As of June 30, 2020, the outstanding balance on the 2013 Lease Revenue Refunding Bonds is $540,000.

The annual requirements to amortize the outstanding indebtedness as of June 30, 2020, including interest, are as follows:

Year Ending June 30,	2013 Lease Revenue Refunding Bonds	
	Principal	Interest
2021	540,000	21,600
Totals	$ 540,000	$ 21,600

The outstanding bonds contain a provision that if the City defaults in the observance or performance of any agreement, condition, covenant or term contained in the Lease required to be observed or performed by it (including without limitation the payment of any base rental payments or additional rental due under the Lease), the Authority, in addition to all other rights and remedies it may have at law, has the option to do any of the following: (1) to terminate the Lease with respect to that portion of portions of the lease property to which the default relates; and (2) collect each base rental payment as it becomes due or exercise a right of entry or re-entry and to re-let the lease property. Provided, however, that there is no right under any circumstances to accelerate the base rental payments or otherwise declare any base rental payment then in default to be immediately due and payable.

b. Other Special Obligations

On July 13, 2010, the City of Irwindale Community Facilities District No. 1 issued $7,685,000 in Special Tax Refunding Bonds with interest rates varying from 3.00% to 5.00% to refund the District's outstanding 1998 Special Tax Refunding Bonds.

The issue described above is not reflected as a liability on the statement of net position because they are special obligations payable solely from and secured by specific revenue source described in the resolutions and official statement of the issue. Neither the faith and credit nor the taxing power of the City, the Successor Agency, the State of California or any political subdivision thereof, is pledged for the payment of these bonds.

	at June 30, 2020
City of Irwindale Community Facilities District No. 1 2010 Special Tax Refunding Bonds	$ 770,000

Note 7: Compensated Absences

The City's policies relating to compensated absences are described in Note 1 of the Notes to 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 fiscal year ended June 30, 2020.

	Outstanding July 1, 2019	Additions	Deletions	Outstanding June 30, 2020	Due in one year
Accrued Employee Benefits	$ 1,385,519	$ 752,495	$ 621,343	$ 1,516,671	$ 680,159

IV. OTHER DISCLOSURES

Note 8: City Employees Retirement Plan - Pension Plans

California Public Employees' Retirement Plan (PERS)

1. 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 8: City Employees Retirement Plan - Pension Plans (Continued)

Below is a summary of the plan provisions and benefits in effect at June 30, 2020, for which the City of Irwindale 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	10.868%	10.327%	7.072%	23.654%	22.434%	13.786%
Required employee contribution rates	6.906%	6.906%	7.250%	8.989%	8.989%	12.750%

* Closed to new entrants

Employees Covered

At June 30, 2019, measurement date, the following employees were covered by the benefit terms of the Plans:

	Number of Members					
Description	Miscellaneous	Miscellaneous Tier II	Miscellaneous PEPRA	Safety	Safety Tier II	Safety PEPRA
Active members	35	5	26	16	8	4
Transferred members	12	2	4	2	1	1
Terminated members	10	3	3	3	0	1
Retired members and beneficiaries	72	1	0	41	2	0
Total	129	11	33	62	11	6

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, 2020, the contributions that were recognized as a reduction to the net pension liability were $3,866,108 and $4,206,678 for the Miscellaneous Plan and Safety Plan, respectively.

Note 8: City Employees Retirement Plan - Pension Plans (Continued)

2. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2020, the City of Irwindale reported net pension liabilities for its proportionate shares of the net pension liability of $3,813,222 and $4,823,965 for the Miscellaneous Plan and Safety Plan, respectively. The net pension liabilities for the City's pension plans have been liquidated by funding from the General Fund, Mining Impact Fund, and the AB939 Fund.

The City of Irwindale's net pension liability for the Plan is measured as its proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2019, 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, 2018, rolled forward to June 30, 2019, 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, 2018 and 2019, was as follows:

Proportions as a percentage of the CalPERS risk pool:

	Miscellaneous	Safety
Proportion - June 30, 2018	0.06175%	0.07316%
Proportion - June 30, 2019	0.03721%	0.04708%
Change - Increase (Decrease)	-39.73213%	-35.65288%

For the year ended June 30, 2020, the City of Irwindale recognized pension expense of $1,623,417 and $2,195,083 for the Miscellaneous and Safety Plans, respectively.

At June 30, 2020, 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	$ 4,089,313	$ -	$ 4,091,973	$ -	$ 8,181,286	$ -
Changes in assumptions	181,832	(64,458)	197,726	(38,586)	379,558	(103,044)
Differences between expected and actual experiences	264,844	(20,520)	314,961	-	579,805	(20,520)
Net differences between projected and actual earnings on pension plan	-	(66,667)	-	(66,362)	-	(133,029)
Differences in proportionate share of contribution	2,976,808	(108,131)	3,445,717	(10,589)	6,422,525	(118,720)
Adjustment due to differences in proportion	-	(2,450,321)	-	(2,782,103)	-	(5,232,424)
Total	$ 7,512,797	$(2,710,097)	$ 8,050,377	$(2,897,640)	$15,563,174	$(5,607,737)

Amounts of $4,089,313 and $4,091,973 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, 2021.

Note 8: City Employees Retirement Plan - Pension Plans (Continued)

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
2020	$ 377,692	$ 634,681	$ 1,012,373
2021	181,566	255,398	436,964
2022	140,658	157,774	298,432
2023	13,471	12,911	26,382
	$ 713,387	$ 1,060,764	$ 1,774,151

Actuarial Assumptions

The total pension liabilities in the June 30, 2018, actuarial valuations were determined using the following actuarial methods and assumptions:

Valuation Date	June 30, 2018
Measurement Date	June 30, 2019
Actuarial Cost Method	Entry Age Normal Cost Method
Actuarial Assumptions	
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table *	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.00% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.50% thereafter.

* The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

All other actuarial assumptions used in the June 30, 2018, valuation were based on the results of an actuarial experience study for the period from 1997 to 2011, including updates to salary increase, mortality and retirement rates. The Experience Study report may be accessed on the CalPERS' website at www.calpers.ca.gov under Forms and Publications.

Change of Assumptions

In 2019, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2018. There were no changes in the discount rate.

Note 8: City Employees Retirement Plan - Pension Plans (Continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.15 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made a t 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.

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.

The expected real rates of return by asset class are as followed:

Asset Class (1)	Assumed Asset Allocation	Real Return Years 1 - 10 (2)	Real Return Years 11+ (3)
Global Equity	50.00%	4.80%	5.98%
Global Fixed Income	28.00%	1.00%	2.62%
Inflation Sensitive	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Estate	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%

(1) In the System's CAFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-Term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.
(2) An expected inflation of 2.00% used for this period.
(3) An expected inflation of 2.92% used for this period.

Note 8: City Employees Retirement Plan - Pension Plans (Continued)

Sensitivity of the Net Pension Liability 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 would be if it were calculated using a discount rate that is 1% point lower (6.15 percent) or 1% point higher (8.15 percent) than the current rate:

Plan's Net Pension Liability/(Assets)	Discount Rate - 1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate +1% (8.15%)
Miscellaneous	$ 9,617,682	$ 3,813,222	$ (977,950)
Safety	10,585,134	4,823,965	100,709
Total	$ 20,202,816	$ 8,637,187	$ (877,241)

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.

Note 9: Retirement Enhancement Plan

PARS - Public Agency Retirement System

The City of Irwindale established the PARS Retirement Enhancement Plan (PARS) for its miscellaneous employees to supplement PERS retirement benefits. PARS is a 401(a) tax-qualified single-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.

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, 2020, (the measurement date), the employer's contribution rate is 17.12% 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.

Note 9: Retirement Enhancement Plan (Continued)

Employees Covered

As of the June 30, 2020, the following employees were covered by the benefit terms under the plan:

Active	39
Terminated vested and other inactives	5
Retirees and beneficiaries	30
Total	74

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

For the measurement period ended June 30, 2020 (the measurement date), the total pension liability was determined by rolling forward the June 30, 2019, total pension liability. The June 30, 2019 and the June 30, 2020 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	2.50%
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.

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, 2020.

Note 9: Retirement Enhancement Plan (Continued)

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	4.34%	-0.22%	-0.20%
US Core Fixed Income	Barclays Aggregate	38.05%	0.92%	0.84%
US Equity Market	Russell 3000	45.60%	4.85%	3.52%
Foreign Developed Equity	MSCI EAFE NR	6.96%	6.32%	4.75%
Emerging Market Equities	MSCI EM NR	4.01%	8.35%	5.53%
US REITs	FTSE NAREIT Equity REIT	104.00%	5.32%	3.62%
Assumed Inflation - Mean			2.21%	2.20%
Assumed Inflation - Standard Deviation			1.65%	1.65%
Portfolio Real Mean Return			3.37%	2.90%
Portfolio Nominal Mean Return			5.58%	5.17%
Portfolio Standard Deviation				9.54%
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: Retirement Enhancement Plan (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, 2019	$ 10,503,856	$ 7,386,106	$ 3,117,750
Changes for the year:			
Service Cost	191,206	-	191,206
Interest on Total Pension Liability	702,559	-	702,559
Effect of Plan Changes	-	-	-
Effect of Economic/Demographic Gains or Losses	-	-	-
Effect of Assumptions Changes or Inputs	-	-	-
Benefit Payments	(583,075)	(583,075)	-
Employer Contributions	-	559,051	(559,051)
Member Contributions	-	21,063	(21,063)
Net Investment Income	-	183,556	(183,556)
Administrative Expenses	-	(14,380)	14,380
Balance as of June 30, 2020	$ 10,814,546	$ 7,552,321	$ 3,262,225

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 of Irwindale, 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	$ 11,799,629	$ 10,814,543	$ 9,928,916
Fiduciary Net Position	7,552,318	7,552,318	7,552,318
Net Pension Liability	$ 4,247,311	$ 3,262,225	$ 2,376,598

As of the start of the measurement period, July 1, 2019, the net pension liability was $3,117,750. For the measurement period ending June 30, 2020, the City of Irwindale incurred a pension expense of $623,678 for the Plan. As of the measurement date, June 30, 2020, the net pension liability is $3,262,225.

Note 9: Retirement Enhancement Plan (Continued)

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.

As of June 30, 2020, the City of Irwindale 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	$ 587,634	$ (49,517)
Changes of assumptions	65,507	(267,327)
Net difference between projected and actual earnings	171,129	-
Total	$ 824,270	$ (316,844)

Amounts reported as deferred outflows of resources related to pensions will be recognized in future pension expense as follows:

Year Ended June 30	Deferred Inflows of Resources
2021	$ 99,320
2022	141,467
2023	150,368
2024	116,271
	$ 507,426

Pension Plan Totals

Pension Plans	Net Pension Liability	Deferred Outflows of Resources	Deferred Inflows of Resources
CalPERS - Miscellaneous Plan	$ 3,813,222	$ 7,512,797	$ (2,710,097)
CalPERS - Safety Plan	4,823,965	8,050,377	(2,897,640)
PARS	3,262,225	824,270	(316,844)
Total	$ 11,899,412	$ 16,387,444	$ (5,924,581)

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.

Note 10: Other Post-Employment Employee Benefits (Continued)

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, 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, 2019, the City's cash contributions were $887,754 in total payments, which were recognized as a reduction to the OPEB liability.

Employees Covered

As of the June 30, 2019, actuarial valuation, the following current and former employees were covered by the benefit terms under the plan:

Active	94
Inactive employees or beneficiaries currently receiving benefits	82
Inactive employees entitled to, but not yet receiving benefits	0
Total	176

Net OPEB Liability

The results of the June 30, 2019 valuation were based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions	
Discount Rate	7.00%
Inflation	2.75%
Salary Increases	2.75% per year
Investment Rate of Return	7.00%, net of expenses
Mortality Rate	2014 CalPERS Active Mortality for Miscellaneous Employees
Pre-Retirement Turnover	According to the CalPERS 2009 Turnover rate tables
Healthcare Trend Rate	4.00% per year

Note 10: Other Post-Employment Employee Benefits (Continued)

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%	7.795%
All Fixed Income	25.000%	4.500%
Real Estate Investment Trusts	8.000%	7.500%
Treasury Inflation Protected Securities	5.000%	7.795%
Commodities	3.000%	3.250%
Total	100.000%	

Discount Rate

The discount rate used to measure the total OPEB liability was 7.00 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 30,2018 (valuation date 6/30/2018)	$ 14,540,845	$ 4,751,192	$ 9,789,653
Changes recognized over the measurement period:			
Service Cost	275,083	-	275,083
Interest	997,849	-	997,849
Investment Gains/Losses	-	(41,091)	41,091
Contributions to Trust - employer	-	837,754	(837,754)
Contributions as Benefit Payments - employer	-	50,000	(50,000)
Net investment income	-	334,298	(334,298)
Benefit Payments	(837,754)	(837,754)	-
Expected Minus Actual Benefit Payments	(9,055)	-	(9,055)
Experience (Gains)/Losses	2,109,899	-	2,109,899
Administrative expense	-	(1,018)	1,018
Net Changes	2,536,022	342,189	2,193,833
Balance at June 30, 2020 (measurement date 06/30/2019)	$ 17,076,867	$ 5,093,381	$ 11,983,486

The net OPEB liabilities for the City's pension plan have been liquidated by funding from the General Fund.

Note 10: Other Post-Employment Employee Benefits (Continued)

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, 2019:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net OPEB Liability	$ 14,111,163	$ 11,983,486	$ 10,217,018

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, 2019:

	1% Decrease (3.00%)	Current Healthcare Cost Trend Rates (4.00%)	1% Increase (5.00%)
Net OPEB Liability	$ 10,196,018	$ 11,983,486	$ 14,067,772

OPEB Plan Fiduciary Net Position

CalPERS issues a separate Comprehensive Annual 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, 2020, the City recognized OPEB expense of $1,205,296. As of fiscal year, ended June 30, 2020, the City reported deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB contributions subsequent to measurement date	$ 763,891	$ -
Experience Gains/Losses	1,834,914	-
Investment Gains/Losses	7,358	-
Total	**$ 2,606,163**	**$ -**

Note 10: Other Post-Employment Employee Benefits (Continued)

Amounts of $763,891 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB in the year ended June 30, 2021. Amounts reported as deferred inflows of resources related to OPEB will be recognized in future OPEB expenses as follows:

Year Ended June 30	Deferred Inflows of Resources
2021	$ 265,644
2022	265,644
2023	265,645
2024	274,145
2025	265,930
Thereafter	505,264
	$ 1,842,272

Note 11: Risk Management

a. Description of Self-Insurance Pool Pursuant to Joint Powers Agreement

The City of Irwindale is a member of the CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (Authority). The Authority is composed of 118 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.

b. Self-Insurance Programs of the Authority

Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter, for coverage years 2012-13 and prior. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment. The total funding requirement for primary self-insurance programs is based on an actuarial analysis. Costs are allocated to individual agencies based on payroll and claims history, relative to other members of the risk-sharing pool.

Excess Liability

Claims are pooled separately between police and general government exposures. The City has a retained limit of $150,000 per occurrence for liability. Outstanding claim obligations of the City are reported when it is probable that a loss has occurred, and the amount of the loss can be reasonably estimated.

The City pays an annual contribution to CJPIA and may share in any member refunds in the event that pooled funding ultimately exceeds the cost of pooled claims and claim-related expenses, conversely, the City may be required to pay additional contributions as necessary based upon CJPIA's operating results.

Note 11: Risk Management (Continued)

Additional claims and lawsuits have been filed against the City in the normal course of business. It is reasonably possible that the City may be liable for claims not to exceed $150,000 per occurrence. In the opinion of management, the resolution of these matters will not have a material adverse effect on the financial condition of the City.

Primary Workers' Compensation Program

Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to $50,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from $50,000 to $100,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from $100,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers.

For 2019-20 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 as part of a reinsurance policy, and Employer's Liability losses from $5 million to $10 million are pooled among members. There is no retained limit under this program (first dollar coverage).

c. Purchased Insurance

Pollution Legal Liability Insurance

The City of Irwindale participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City of Irwindale. Coverage is on a claims-made basis. There is a $50,000 deductible. The Authority has an aggregate limit of $50 million for the 3-year period from July 1, 2017 through July 1, 2020. Each member of the Authority has a $10 million sub-limit during the 3-year policy term.

Property Insurance

The City of Irwindale participates in the all-risk property protection program of the Authority. This insurance protection is underwritten by several insurance companies. City of Irwindale property is currently insured according to a schedule of covered property submitted by the City of Irwindale to the Authority. City of Irwindale property currently has all-risk property insurance protection in the amount of $45,643,927. There is a $10,000 deductible per occurrence except for non-emergency vehicle insurance which has a $2,500 deductible.

Crime Insurance

The City of Irwindale purchases crime insurance coverage in the amount of $1,000,000 with a $2,500 deductible. The fidelity coverage is provided through the Authority.

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 2019-20.

Note 12: Construction Commitments

The City has a construction commitment in the Capital Projects Fund related to the Irwindale Park Improvements Project Phase III for the contract amount of $1,365,326.40 with a remaining commitment as of June 30, 2020 for $1,359,105.59.

Note 13: 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 of Irwindale 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	$ 21,544,521
Cash and investments with fiscal agent	3,463,150
Total cash and investments	$ 25,007,671

Note 13: Successor Agency Trust for Assets of Former Redevelopment Agency (Continued)

b. Land Held for Resale

These requirements include: 1) completion of a long range property management plan (LRPMP) to be approved by the State Department of Finance and 2) remittance by the successor agency of all monies due in accordance with AB 1484. The Long-Range Property Management Plan was approved by the State of California Department of Finance on August 8, 2014. The Successor Agency currently has 1 property that is held for resale in the value of $5,289,643. The Successor Agency is legally obligated to meet certain requirements before disposition of the former RDA properties.

c. Long-Term Debt

Long-term liability activity for the year ended June 30, 2020, was as follows:

	Outstanding June 30, 2019	Additions	Deletions	Outstanding June 30, 2020	Due Within One Year
Public Offerings:					
Tax Allocation Bonds:					
2005 Tax Allocation Housing Parity Bonds	$ 11,160,000	$ -	$ 1,115,000	$ 10,045,000	$ 1,180,000
2006 Tax Allocation Refunding Parity Bonds	22,100,000	-	2,465,000	19,635,000	2,590,000
2006 Subordinate Lien Tax Allocation Refunding Bonds	9,635,000	-	995,000	8,640,000	1,045,000
2014 Tax Allocation Refunding Parity Bonds	5,000,000	-	615,000	4,385,000	645,000
2014 Taxable Housing Tax Allocation Refunding Parity Bonds	1,815,000	-	235,000	1,580,000	240,000
Totals	$ 49,710,000	$ -	$ 5,425,000	44,285,000	$ 5,700,000
			Unamortized bond premium	1,031,876	
			Unamortized bond discount	(6,295)	
				$ 45,310,581	

Tax Allocation Bonds

A description of individual issues of bonds outstanding at June 30, 2020, 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

Note 13: Successor Agency Trust for Assets of Former Redevelopment Agency (Continued)

August 1 and February 1. The outstanding balance as of June 30, 2020, is $10,045,000.

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
2021	$ 1,180,000	$ 518,786
2022	1,240,000	453,446
2023	1,305,000	384,731
2024	1,380,000	311,339
2025	1,455,000	232,951
2026-2027	3,485,000	204,195
Totals	$ 10,045,000	$ 2,105,448

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, 2020 was $19,635,000.

Note 13: Successor Agency Trust for Assets of Former Redevelopment Agency (Continued)

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2020, including interest, are as follows:

Year Ending June 30,	2006 Tax Allocation Refunding Parity Bonds Principal	Interest
2021	$ 2,590,000	$ 1,074,773
2022	2,730,000	936,960
2023	2,880,000	785,498
2024	3,045,000	623,438
2025	3,225,000	445,039
2026-2027	5,165,000	305,078
Totals	$ 19,635,000	$ 4,170,786

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, 2020, was $8,640,000.

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
2021	$ 1,045,000	$ 443,850
2022	1,100,000	387,475
2023	1,155,000	325,463
2024	1,220,000	260,150
2025	1,285,000	191,263
2026	2,835,000	118,525
Totals	$ 8,640,000	$ 1,726,726

Note 13: Successor Agency Trust for Assets of Former Redevelopment Agency (Continued)

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, 2020, was $4,385,000.

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
2021	$ 645,000	$ 171,225
2022	680,000	138,100
2023	715,000	103,225
2024	750,000	66,600
2025	785,000	36,075
2026	810,000	12,150
Totals	$ 4,385,000	$ 527,375

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

Note 13: Successor Agency Trust for Assets of Former Redevelopment Agency (Continued)

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, 2020, was $1,580,000.

The annual requirements to amortize the outstanding bond indebtedness, including interest, are as follows:

Year Ending June 30,	2014 Tax Allocation Housing Tax Allocations Refunding Parity	
	Principal	Interest
2021	$ 240,000	$ 64,419
2022	245,000	55,319
2023	260,000	44,894
2024	265,000	33,406
2025	275,000	20,913
2026	295,000	7,191
Totals	$ 1,580,000	$ 226,142

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 $53,041,477 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 $8,329,604 and the debt service obligation on the bonds was $7,981,230.

Note 13: Successor Agency Trust for Assets of Former Redevelopment Agency (Continued)

d. Insurance

The Successor Agency is covered under the City of Irwindale'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 14: Subsequent Events

In December 2019, an outbreak of a novel strain of coronavirus (COVID-19) originated in China, and has since spread to a number of other countries, including the U.S. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. In addition, several states in the U.S., including California, have declared a state of emergency.

Potential impacts to our future tax revenues include disruptions or restrictions on our current employees' ability to work. Any of the foregoing could negatively impact our revenues and we currently can't anticipate all of the ways in which this health epidemics, COVID-19 could adversely impact our government agency. Although we are continuing to monitor and assess the effects of the COVID-19 pandemic on our government agency, the ultimate impact of the COVID-19 outbreak or a similar health epidemic is highly uncertain and subject to change.

On March 27, 2020, in response to the economic fallout of the Coronavirus pandemic in the United States, Congress passed the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, which provided $2.2 trillion in economic stimulus funding through a variety of channels. The State of California received a $500 million allocation to provide cities which did not receive a direct federal allocation through the CARES Act. The City entered into an agreement with the State of California in July 2020 to receive their allocation of the CARES Act funding. The total amount of CARES Act funding to be received by the City is $50,000 This funding was for the reimbursement of costs incurred by the City since the start of the pandemic.

CITY OF IRWINDALE

MISCELLANEOUS PLAN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
COST-SHARING MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2020	2019	2018	2017	2016	2015
Proportion of the Net Pension Liability	0.95223%	0.15788%	0.24523%	0.23653%	0.21859%	0.22610%
Proportionate Share of the Net Pension Liability	$ 3,813,222	$ 5,950,032	$ 9,666,931	$ 8,216,929	$ 5,996,900	$ 5,588,070
Covered Payroll	$ 4,553,394	$ 4,292,439	$ 3,946,594	$ 3,660,664	$ 3,567,161	$ 3,363,343
Proportionate Share of the Net Pension Liability as Percentage of Covered Payroll	83.74%	138.62%	244.94%	224.47%	168.11%	166.15%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	75.30%	75.30%	73.30%	74.10%	78.30%	81.00%

Notes to Schedule:

Benefit Changes: There were no changes in benefits.

Changes of Assumptions: None.

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only six years are shown.

CITY OF IRWINDALE

MISCELLANEOUS PLAN
SCHEDULE OF PLAN CONTRIBUTIONS
COST-SHARING MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2020	2019	2018	2017	2016	2015
Actuarially Determined Contribution	$ 481,070	$ 425,569	$ 719,281	$ 610,791	$ 541,695	$ 421,414
Contribution in Relation to the Actuarially Determined Contribution	(4,089,313)	(3,866,108)	(4,116,032)	(610,791)	(541,695)	(421,414)
Contribution Deficiency (Excess)	$ (3,608,243)	$ (3,440,539)	$ (3,396,751)	$ -	$ -	$ -
Covered Payroll	$ 5,041,489	$ 4,553,394	$ 4,292,439	$ 3,946,594	$ 3,660,664	$ 3,567,161
Contributions as a Percentage of Covered Payroll	81.11%	84.91%	95.89%	15.48%	14.80%	11.81%
	$ 8,219,472	$ 7,595,210				

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only six years are shown.

Note to Schedule:

Valuation Date:	June 30, 2017
Methods and assumptions used to determine contribution rates:	
Actuarial Cost Method	Entry Age Normal Cost Method
Amortization method	Level Percent of Payroll, closed 20 years
Assets valuation method	Fair value
Inflation	2.75%
Salary Increases	Varies by entry age and service
Payroll Growth	3.00%
Investment rate of return	7.375%
Mortality	Post-retirement mortality rates include 20 years of projected on-going mortality improvement using Scale BB published by the Society of Actuaries.

CITY OF IRWINDALE

SAFETY PLAN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
COST-SHARING MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2020	2019	2018	2017	2016	2015
Proportion of the Net Pension Liability	0.07728%	0.12015%	0.17896%	0.17987%	0.17516%	0.16333%
Proportionate Share of the Net Pension Liability	$ 4,823,965	$ 7,049,987	$ 10,693,035	$ 9,315,683	$ 7,217,544	$ 6,216,449
Covered Payroll	$ 3,041,816	$ 2,782,130	$ 2,676,103	$ 2,616,364	$ 2,350,221	$ 2,186,973
Proportionate Share of the Net Pension Liability as Percentage of Covered Payroll	158.59%	253.40%	399.57%	356.05%	307.10%	284.25%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	75.30%	75.30%	73.30%	74.10%	78.30%	81.00%

Notes to Schedule:

Benefit Changes: There were no changes in benefits.

Changes of Assumptions: None

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only six years are shown.

CITY OF IRWINDALE

SAFETY PLAN
SCHEDULE OF PLAN CONTRIBUTIONS
COST-SHARING MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2020	2019	2018	2017	2016	2015
Actuarially Determined Contribution	$ 700,216	$ 647,217	$ 1,010,881	$ 895,256	$ 813,764	$ 702,231
Contribution in Relation to the Actuarially Determined Contribution	(4,091,973)	(4,206,678)	(4,614,130)	(895,256)	(813,764)	(702,231)
Contribution Deficiency (Excess)	$ (3,391,757)	$ (3,559,461)	$ (3,603,249)	$ -	$ -	$ -
Covered Payroll	$ 3,177,983	$ 3,041,816	$ 2,782,130	$ 2,676,103	$ 2,616,364	$ 2,350,221
Contributions as a Percentage of Covered Payroll	128.76%	138.29%	165.85%	33.45%	31.10%	29.88%

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only six years are shown.

Note to Schedule:

Valuation Date:	June 30, 2017
Methods and assumptions used to determine contribution rates:	
Actuarial Cost Method	Entry Age Normal Cost Method
Amortization method	Level Percent of Payroll, closed 20 years
Assets valuation method	Fair value
Inflation	2.75%
Salary Increases	Varies by entry age and service
Payroll Growth	3.00%
Investment rate of return	7.375%
Mortality	Post-retirement mortality rates include 20 years of projected on-going mortality improvement using Scale BB published by the Society of Actuaries.

CITY OF IRWINDALE

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
RETIREMENT ENHANCEMENT PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

MEASUREMENT PERIOD	2020	2019	2018	2017	2016	2015
TOTAL PENSION LIABILITY						
Service Cost	$ 191,206	$ 186,089	$ 200,039	$ 194,213	$ 224,310	$ 217,777
Interest on Total Pension Liability	702,559	650,863	654,683	673,221	684,249	660,087
Effect of Plan Changes	-	6,848	-	-	-	-
Effect of Economic/Demographics Gains or Losses	-	914,098	-	(544,681)	-	-
Effect of Assumptions Changes or Inputs	-	(415,843)	408,409	192,042	-	-
Benefit Payments	(583,078)	(579,586)	(691,543)	(858,176)	(578,327)	(546,713)
Net Change in Total Pension Liability	**310,687**	**762,469**	**571,588**	**(343,381)**	**330,232**	**331,151**
Total Pension Liability - Beginning	**10,503,856**	**9,741,387**	**9,169,799**	**9,513,180**	**9,182,948**	**8,851,797**
Total Pension Liability - Ending (a)	**$ 10,814,543**	**$ 10,503,856**	**$ 9,741,387**	**$ 9,169,799**	**$ 9,513,180**	**$ 9,182,948**
PLAN FIDUCIARY NET POSITION						
Benefit Payments	$ (583,078)	$ (579,586)	$ (691,543)	$ (858,176)	$ (578,327)	$ (546,713)
Employer Contributions	559,051	488,197	546,242	248,061	524,910	469,394
Member Contributions	21,063	26,751	38,549	10,587	30,941	32,711
Net Investment Income	183,556	477,852	522,018	757,582	(60,544)	172,592
Administrative Expenses	(14,380)	(54,670)	(51,768)	(26,690)	(13,193)	(14,360)
Net Change in Fiduciary Net Position	**166,212**	**358,544**	**363,498**	**131,364**	**(96,213)**	**113,624**
Plan Fiduciary Net Position - Beginning	**7,386,106**	**7,027,562**	**6,664,064**	**6,532,700**	**6,628,913**	**6,515,289**
Plan Fiduciary Net Position - Ending (b)	**$ 7,552,318**	**$ 7,386,106**	**$ 7,027,562**	**$ 6,664,064**	**$ 6,532,700**	**$ 6,628,913**
Plan Net Pension Liability/(Assets) - Ending (a) - (b)	**$ 3,262,225**	**$ 3,117,750**	**$ 2,713,825**	**$ 2,505,735**	**$ 2,980,480**	**$ 2,554,035**
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	**69.83%**	**70.32%**	**72.14%**	**72.67%**	**68.67%**	**72.19%**
Covered Payroll	**2,921,452**	**2,923,962**	**3,039,766**	**2,951,229**	**2,865,271**	**3,300,942**
Plan Net Pension Liability/(Asset) as a Percentage of Covered	**111.66%**	**106.63%**	**89.28%**	**84.90%**	**104.02%**	**77.37%**

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only six years are shown.

(2) Net of administrative expenses.

Notes to Schedule:

Benefit Changes: There were no significant changes.

Changes of Assumptions: There were no changes in the discount rate, demographic assumptions or inflation rates.

CITY OF IRWINDALE

SCHEDULE OF PLAN CONTRIBUTIONS
RETIREMENT ENHANCEMENT PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2020	2019	2018	2017	2016	2015
Actuarially Determined Contribution	$ 604,091	$ 498,568	$ 517,055	$ 428,931	$ 484,020	$ 469,394
Contribution in Relation to the Actuarially Determined Contribution	(559,051)	(488,197)	(546,242)	(248,061)	(524,910)	(469,394)
Contribution Deficiency (Excess)	$ 45,040	$ 10,371	$ (29,187)	$ 180,870	$ (40,890)	$ -
Actual Contributions as a Percentage of Actuarial Determined Contributions	92.54%	97.92%	105.64%	57.83%	108.45%	100.00%
Covered Payroll	$ 2,921,452	$ 2,923,962	$ 3,039,766	$ 2,951,229	$ 2,865,271	$ 3,300,942
Contributions as a Percentage of Covered Payroll	19.14%	16.70%	17.97%	8.41%	18.32%	14.22%

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only six years are shown.

Note to Schedule:

Valuation Date:	June 30, 2018
Methods and assumptions used to determine contribution rates:	
Actuarial cost method	Entry age normal
Amortization method	Level dollar, closed
Remaining amortization period	13 years
Assets valuation method	None
Inflation	2.50%
Payroll growth	2.75%
Investment rate of return	6.75%
Retirement age	Consistent with rates used to value the Miscellaneous Agency CalPERS Pension Plans "2.0% at age 55". The rates used are those for retirees with 20 years of service.
Mortality	Consistent with non-industrial rates used to value the Miscellaneous CalPERS Pension Plans

CITY OF IRWINDALE

SCHEDULE OF INVESTMENT RETURNS
RETIREMENT ENHANCEMENT PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2020	2019	2018	2017	2016	2015
Annual Money-Weighted Rate of Return, Net of Investment Expense	2.49%	6.84%	7.89%	12.33%	-0.92%	2.66%

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only six years are shown.

CITY OF IRWINDALE

SCHEDULE OF CHANGES IN NET OPEB LIABILITY AND RELATED RATIOS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2017	2018	2019
OPEB Liability			
Service cost	$ 260,556	$ 267,721	$ 275,083
Interest on the total OPEB liability	945,602	970,201	997,849
Actual and expected experience difference	-	-	-
Changes in assumptions	-	-	-
Changes in benefit terms	-	-	-
Benefit payments	(877,377)	(846,449)	(837,754)
Expected Minus Actual Benefit Payments	-	-	(9,055)
Experience Gains/Losses	-	-	2,109,899
Net change in total OPEB liability	**328,781**	**391,473**	**2,536,022**
Total OPEB liability - beginning	13,820,591	14,149,372	14,540,845
Total OPEB liability - ending	**14,149,372**	**14,540,845**	**17,076,867**
Plan Fiduciary Net Position			
Contribution - employer	1,150,227	846,449	837,754
Contributions as Benefit Payments - employer	-	-	50,000
Investment Gains/Losses	-	42,524	(41,091)
Net investment income	408,831	308,311	334,298
Benefit payments	(877,377)	(846,449)	(837,754)
Administrative expense	(2,078)	(8,182)	(1,018)
Net change in plan fiduciary net position	**679,603**	**342,653**	**342,189**
Plan fiduciary net position - beginning	3,728,936	4,408,539	4,751,192
Plan fiduciary net position - ending (b)	**4,408,539**	**4,751,192**	**5,093,381**
Net OPEB Liability/(Assets) - ending (a) - (b)	**$ 9,740,833**	**$ 9,789,653**	**$ 11,983,486**
Plan fiduciary net position as a percentage of the total OPEB liability	31.16%	32.67%	29.83%
Covered-employee payroll	$ 6,509,959	$ 6,545,334	$ 6,545,334
Net OPEB liability as a percentage of covered-employee payroll	217.35%	222.16%	260.90%

(1) Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first year of implementation, therefore only three years are shown.

Notes to Schedule: None

Changes in assumptions: None

CITY OF IRWINDALE

SCHEDULE OF OPEB CONTRIBUTIONS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2018	2019	2020
Actuarially Determined Contribution	$ 870,790	$ 887,754	$ 763,891
Contribution in Relation to the Actuarially Determined Contributions	(870,790)	(887,754)	(763,891)
Contribution Deficiency (Excess)	$ -	$ -	$ -
Covered-employee payroll	$ 6,545,334	$ 7,565,795	$ 7,845,408
Contributions as a percentage of covered-employee payroll	13.30%	11.73%	9.74%

(1) Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first year of implementation, therefore only three years are shown.

Notes to Schedule:

*Actuarial methods and assumptions used to set the actuarially determined contribution for Fiscal Year 2020 were from the actuarial valuation June 30, 2019.

Methods and assumptions used to determine contributions:

Actuarial Cost Method	Entry Age, Level Percent of Pay
Actuarial Assumptions	
Discount Rate	7.00%
Inflation	2.75%
Salary Increases	2.75% per year
Investment Rate of Return	7.00%, net of expenses
Mortality Rate	2014 CalPERS Active Mortality for Miscellaneous Employees
Pre-Retirement Turnover	According to the CalPERS 2009 Turnover rate tables
Healthcare Trend Rate	4.00% per year

Budgetary Data

General Budget Policies

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.

As of June 30, 2020, no major funds had an excess of expenditures over appropriations.

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$38,053,669	$38,053,669	$38,053,669	$ -
Resources (Inflows):				
Taxes	14,993,740	13,853,740	15,210,844	1,357,104
Licenses and permits	1,613,000	1,613,000	1,072,463	(540,537)
Intergovernmental	11,800	985,640	41,465	(944,175)
Charges for services	1,708,870	1,708,870	2,567,927	859,057
Use of money and property	426,500	426,500	1,209,300	782,800
Fines and forfeitures	267,000	267,000	204,280	(62,720)
Contributions	36,000	36,000	567,776	531,776
Miscellaneous	1,173,750	1,118,750	1,351,339	232,589
Transfers in	1,993,690	1,993,690	1,993,690	-
Amounts Available for Appropriations	**60,278,019**	**60,056,859**	**62,272,753**	**2,215,894**
Charges to Appropriations (Outflow):				
General government	11,849,870	8,454,351	7,916,235	538,116
Public safety	6,712,130	11,011,028	10,284,125	726,903
Parks and recreation	2,492,020	2,108,130	2,043,156	64,974
Public works	5,048,310	4,347,089	4,396,439	(49,350)
Capital outlay	80,180	395,372	208,543	186,829
Debt service:				
Interest and fiscal charges	77,200	77,200	77,198	2
Transfers out	562,400	4,148,682	2,249,572	1,899,110
Total Charges to Appropriations	**26,822,110**	**30,541,852**	**27,175,268**	**3,366,584**
Budgetary Fund Balance, June 30	**$33,455,909**	**$29,515,007**	**$35,097,485**	**$ 5,582,478**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
HOUSING AUTHORITY
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 18,802,558	$ 18,802,558	$ 18,802,558	$ -
Resources (Inflows):				
Use of money and property	50,400	50,400	147,977	97,577
Contributions	2,775,000	2,811,836	2,811,836	-
Amounts Available for Appropriations	**21,627,958**	**21,664,794**	**21,762,371**	**97,577**
Charges to Appropriations (Outflow):				
General government	422,750	11,742,108	3,442,809	8,299,299
Special items	-	-	5,512,892	(5,512,892)
Total Charges to Appropriations	**422,750**	**11,742,108**	**8,955,701**	**2,786,407**
Budgetary Fund Balance, June 30	**$ 21,205,208**	**$ 9,922,686**	**$ 12,806,670**	**$ 2,883,984**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
MINING IMPACT FUND
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 16,066,764	$ 16,066,764	$ 16,066,764	$ -
Resources (Inflows):				
Taxes	3,455,000	3,455,000	3,427,816	(27,184)
Intergovernmental	-	-	177,148	177,148
Use of money and property	25,000	25,000	377,314	352,314
Miscellaneous	43,250	265,750	222,504	(43,246)
Amounts Available for Appropriations	**19,590,014**	**19,812,514**	**20,271,546**	**459,032**
Charges to Appropriations (Outflow):				
General government	3,471,370	3,490,507	3,220,629	269,878
Public works	2,078,920	2,231,085	1,592,038	639,047
Capital outlay	19,750	180,236	50,034	130,202
Transfers out	2,930,990	4,881,831	1,046,527	3,835,304
Total Charges to Appropriations	**8,501,030**	**10,783,659**	**5,909,228**	**4,874,431**
Budgetary Fund Balance, June 30	**$ 11,088,984**	**$ 9,028,855**	**$ 14,362,318**	**$ 5,333,463**

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Nonmajor Governmental Funds

Special revenue funds are used to account for specific revenues that are legally restricted to expenditures for a particular purpose. Nonmajor special revenue funds for the City of Irwindale are as follows:

Reclamation Fund – This fund accounts for transfers from the Mining Impact Fund pursuant to transfer agreements for the purpose of building the funds to provide financial assurance for the proper reclamation of mining sites in the City.

AB 939 – This fund accounts for revenue received as a result of AB939, adopted by the state in 1989, requiring cities to develop source reduction and recycling programs. Funds for administering these programs are generated through waste collection fees and forwarded to the cities.

Asset Forfeiture – This fund accounts for proportionate funds received from the United States Department of Justice as a result of coordinated drug enforcement efforts. The funds then provide for expenditures in relation to targeting, investigating and prosecuting individuals engaged in drug-trafficking activities, and to seize all assets derived there from.

State Gas Tax Fund – This fund accounts for revenues apportioned to the City by the State, pursuant to the Streets and Highways Code of the State of California, which provide for street maintenance and improvements.

Air Quality Improvement – This fund accounts for the City's share of revenue received under AB 2766 to be used to reduce air pollution from motor vehicles pursuant to the California Clean Air Act of 1988.

Proposition A – This fund accounts for the City's share of the half cent sales tax levied in Los Angeles County effective July 1982, which provides for local transit related expenditures.

Proposition C – This fund accounts for the City's share of the half cent sales tax levied in Los Angeles County effective November 1990, which provides for local transit related expenditures.

Measure R – This fund accounts for the City's share of the half cent sales tax approved by Los Angeles County voters, effective July 1, 2009. Measure R funds are distributed on a per capita basis and are to be used specifically for transportation purposes.

TDA Article 3 – This fund accounts for funds received under SB821, which include State Bikeway monies to fund the development of Facilities for use of bicycles and pedestrians.

Federal Grants – This fund accounts for the tracking of various federally funded grants received either directly from the United States government, or as pass-through funds.

Community Development Block Grant – This fund is required by federal regulations to account for the use of grant funds received from the federal government. Other revenues in this fund are reimbursements of loans to beneficiaries of a particular housing program or the sale of real property in the furtherance of block grant programs. All such other revenue are "program income" and are considered to be federal revenues.

State Grants – This fund accounts for grants received from the State of California Metro Division and the State of California Department of Transportation. These grants provide for the construction of accessible public transportation.

Citizen's Options for Public Safety (COPS) Fund – This fund accounts for the City's portion of funds distributed to local agencies, pursuant to the AB 2339 COPS grant, which provide for law enforcement related expenditures.

Asset Forfeiture - State – This fund accounts for proportionate funds received from the California Department of Justice as a result of coordinated drug enforcement efforts. The funds then provide for expenditures in relation to targeting, investigating and prosecuting individuals engaged in drug-trafficking activities, and to seize all assets derived there from.

Irwindale Joint Powers Authority – This fund accounts for all financial activities of the Irwindale Joint Powers Authority (IJPA) which was established on April 24, 2013. The IJPA provides assistance to the City of Irwindale and the Irwindale Housing Authority in their long-term financing undertakings, including financing of public capital improvements to be owned by either entity.

Measure M – This fund accounts for the City's share of the half cent sales tax approved by Los Angeles County voters, effective November 9, 2016. Measure M is to improve transportation and ease traffic congestion consistent with the Measure M Ordinance #16-01.

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CITY OF IRWINDALE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2020

	Special Revenue Funds			
	Reclamation	AB939	Asset Forfeiture	State Gas Tax
Assets:				
Pooled cash and investments	$ 5,122,462	$ 829,220	$ 29,624	$ 173,355
Receivables:				
Accounts	42,069	48,370	-	-
Taxes	-	-	-	3,983
Accrued interest	24,546	3,059	225	937
Prepaid costs	-	65	-	-
Advances to other funds	5,530,000	-	-	-
Restricted assets:				
Cash and investments with fiscal agents	-	-	-	-
Total Assets	**$ 10,719,077**	**$ 880,714**	**$ 29,849**	**$ 178,275**
Liabilities, Deferred inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	$ 1,526	$ 2,743	$ 152	$ -
Accrued liabilities	-	2,017	-	-
Due to other funds	-	-	-	-
Total Liabilities	**1,526**	**4,760**	**152**	**-**
Fund Balances:				
Restricted for:				
Public safety - police activities	-	-	29,697	-
Public works	10,717,551	875,954	-	178,275
Debt service	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances	**10,717,551**	**875,954**	**29,697**	**178,275**
Total Liabilities and Fund Balances	**$ 10,719,077**	**$ 880,714**	**$ 29,849**	**$ 178,275**

	Special Revenue Funds			
	Air Quality Improvement	Proposition A	Proposition C	Measure R
Assets:				
Pooled cash and investments	$ 2,146	$ 65,648	$ 860	$ 44,343
Receivables:				
Accounts	471	-	-	-
Taxes	-	-	-	-
Accrued interest	9	312	133	271
Prepaid costs	-	-	-	-
Advances to other funds	-	-	-	-
Restricted assets:				
Cash and investments with fiscal agents	-	-	-	-
Total Assets	**$ 2,626**	**$ 65,960**	**$ 993**	**$ 44,614**
Liabilities, Deferred inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ -
Accrued liabilities	-	-	-	-
Due to other funds	-	-	-	-
Total Liabilities	**-**	**-**	**-**	**-**
Fund Balances:				
Restricted for:				
Public safety - police activities	-	-	-	-
Public works	2,626	65,960	993	44,614
Debt service	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances	**2,626**	**65,960**	**993**	**44,614**
Total Liabilities and Fund Balances	**$ 2,626**	**$ 65,960**	**$ 993**	**$ 44,614**

CITY OF IRWINDALE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2020

	Special Revenue Funds			
	TDA Article 3	Federal Grants	Community Development Block Grant	State Grants
Assets:				
Pooled cash and investments	$ -	$ -	$ -	$ -
Receivables:				
Accounts	10,000	-	15,533	-
Taxes	-	-	-	-
Accrued interest	-	-	-	-
Prepaid costs	-	-	-	-
Advances to other funds	-	-	-	-
Restricted assets:				
Cash and investments with fiscal agents	-	-	-	-
Total Assets	**$ 10,000**	**$ -**	**$ 15,533**	**$ -**
Liabilities, Deferred inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ 11,417
Accrued liabilities	-	-	-	-
Due to other funds	10,000	-	15,533	-
Total Liabilities	**10,000**	**-**	**15,533**	**11,417**
Fund Balances:				
Restricted for:				
Public safety - police activities	-	-	-	-
Public works	-	-	-	-
Debt service	-	-	-	-
Unassigned	-	-	-	(11,417)
Total Fund Balances	**-**	**-**	**-**	**(11,417)**
Total Liabilities and Fund Balances	**$ 10,000**	**$ -**	**$ 15,533**	**$ -**

CITY OF IRWINDALE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2020

	Special Revenue Fund				
	COPS	Asset Forfeiture - State	Irwindale Joint Powers Authority	Measure M	Total Governmental Funds
Assets:					
Pooled cash and investments	$ 349,494	$ 1,314	$ -	$ 720	$ 6,619,186
Receivables:					
Accounts	-	-	-	-	116,443
Taxes	-	-	-	-	3,983
Accrued interest	1,660	5	-	112	31,269
Prepaid costs	-	-	-	-	65
Advances to other funds	-	-	-	-	5,530,000
Restricted assets:					
Cash and investments with fiscal agents	-	-	243	-	243
Total Assets	**$ 351,154**	**$ 1,319**	**$ 243**	**$ 832**	**$ 12,301,189**
Liabilities, Deferred inflows of Resources, and Fund Balances:					
Liabilities:					
Accounts payable	$ -	$ -	$ -	$ -	$ 15,838
Accrued liabilities	-	-	-	-	2,017
Due to other funds	-	-	-	-	25,533
Total Liabilities	**-**	**-**	**-**	**-**	**43,388**
Fund Balances:					
Restricted for:					
Public safety - police activities	351,154	1,319	-	-	382,170
Public works	-	-	-	832	11,886,805
Debt service	-	-	243	-	243
Unassigned	-	-	-	-	(11,417)
Total Fund Balances	**351,154**	**1,319**	**243**	**832**	**12,257,801**
Total Liabilities and Fund Balances	**$ 351,154**	**$ 1,319**	**$ 243**	**$ 832**	**$ 12,301,189**

CITY OF IRWINDALE

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2020

	Special Revenue Funds			
	Reclamation	**AB939**	**Asset Forfeiture**	**State Gas Tax**
Revenues:				
Taxes	$ -	$ 269,377	$ -	$ -
Intergovernmental	-	-	120,343	65,700
Use of money and property	153,931	19,182	1,412	5,879
Miscellaneous	865,645	-	-	-
Total Revenues	**1,019,576**	**288,559**	**121,755**	**71,579**
Expenditures:				
Current:				
General government	-	-	-	3,000
Public safety	-	-	30,480	-
Parks and recreation	-	-	-	-
Public works	84,794	216,292	-	-
Capital outlay	-	-	100,872	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	**84,794**	**216,292**	**131,352**	**3,000**
Excess (Deficiency) of Revenues Over (Under) Expenditures	934,782	72,267	(9,597)	68,579
Other Financing Sources (Uses):				
Transfers in	666,210	-	-	-
Transfers out	(1,993,690)	-	-	(102,615)
Total Other Financing Sources (Uses)	**(1,327,480)**	**-**	**-**	**(102,615)**
Net Change in Fund Balances	(392,698)	72,267	(9,597)	(34,036)
Fund Balances, Beginning of Year	11,110,249	803,687	39,294	212,311
Fund Balances, End of Year	**$ 10,717,551**	**$ 875,954**	**$ 29,697**	**$ 178,275**

CITY OF IRWINDALE

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2020

	Special Revenue Funds			
	Air Quality Improvement	**Proposition A**	**Proposition C**	**Measure R**
Revenues:				
Taxes	$ -	$ -	$ -	$ -
Intergovernmental	1,752	27,460	22,778	17,059
Use of money and property	54	1,958	835	1,701
Miscellaneous	-	-	-	-
Total Revenues	**1,806**	**29,418**	**23,613**	**18,760**
Expenditures:				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Parks and recreation	-	-	-	-
Public works	-	26,244	-	-
Capital outlay	2,850	6,776	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	**2,850**	**33,020**	**-**	**-**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,044)	(3,602)	23,613	18,760
Other Financing Sources (Uses):				
Transfers in	-	-	-	-
Transfers out	-	-	(46,870)	(35,150)
Total Other Financing Sources (Uses)	**-**	**-**	**(46,870)**	**(35,150)**
Net Change in Fund Balances	(1,044)	(3,602)	(23,257)	(16,390)
Fund Balances, Beginning of Year	3,670	69,562	24,250	61,004
Fund Balances, End of Year	**$ 2,626**	**$ 65,960**	**$ 993**	**$ 44,614**

CITY OF IRWINDALE

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2020

	Special Revenue Funds			
	TDA Article 3	Federal Grants	Community Development Block Grant	State Grants
Revenues:				
Taxes	$ -	$ -	$ -	$ -
Intergovernmental	10,000	89,472	15,533	40,566
Use of money and property	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	**10,000**	**89,472**	**15,533**	**40,566**
Expenditures:				
Current:				
General government	-	-	-	-
Public safety	-	-	15,533	-
Parks and recreation	-	-	-	-
Public works	-	-	-	36,274
Capital outlay	-	89,472	-	14,263
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	**-**	**89,472**	**15,533**	**50,537**
Excess (Deficiency) of Revenues Over (Under) Expenditures	10,000	-	-	(9,971)
Other Financing Sources (Uses):				
Transfers in	-	-	-	-
Transfers out	(10,000)	-	-	-
Total Other Financing Sources (Uses)	**(10,000)**	**-**	**-**	**-**
Net Change in Fund Balances	-	-	-	(9,971)
Fund Balances, Beginning of Year	-	-	-	(1,446)
Fund Balances, End of Year	**$ -**	**$ -**	**$ -**	**$ (11,417)**

CITY OF IRWINDALE

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2020

	Special Revenue Funds				Total Nonmajor Governmental Funds
	COPS	Asset Forfeiture - State	Irwindale Joint Powers Authority	Measure M	
Revenues:					
Taxes	$ -	$ -	$ -	$ -	$ 269,377
Intergovernmental	155,948	-	-	19,215	585,826
Use of money and property	10,410	32	92	704	196,190
Miscellaneous	-	-	-	-	865,645
Total Revenues	**166,358**	**32**	**92**	**19,919**	**1,917,038**
Expenditures:					
Current:					
General government	-	-	-	-	3,000
Public safety	159,895	-	-	-	205,908
Parks and recreation	-	-	-	-	-
Public works	-	-	-	-	363,604
Capital outlay	19,252	-	-	-	233,485
Debt service:					
Principal retirement	-	-	520,000	-	520,000
Interest and fiscal charges	-	-	42,400	-	42,400
Total Expenditures	**179,147**	**-**	**562,400**	**-**	**1,368,397**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(12,789)	32	(562,308)	19,919	548,641
Other Financing Sources (Uses):					
Transfers in	-	-	561,562	-	1,227,772
Transfers out	-	-	-	(39,500)	(2,227,825)
Total Other Financing Sources (Uses)	**-**	**-**	**561,562**	**(39,500)**	**(1,000,053)**
Net Change in Fund Balances	(12,789)	32	(746)	(19,581)	(451,412)
Fund Balances, Beginning of Year	363,943	1,287	989	20,413	12,709,213
Fund Balances, End of Year	**$ 351,154**	**$ 1,319**	**$ 243**	**$ 832**	**$ 12,257,801**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
RECLAMATION
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$11,110,249	$11,110,249	$11,110,249	$ -
Resources (Inflows):				
Use of money and property	13,000	13,000	153,931	140,931
Miscellaneous	1,200,000	1,200,000	865,645	(334,355)
Transfers in	930,990	930,990	666,210	(264,780)
Amounts Available for Appropriations	**13,254,239**	**13,254,239**	**12,796,035**	**(458,204)**
Charges to Appropriations (Outflow):				
Public works	214,570	282,181	84,794	197,387
Transfers out	1,993,690	1,993,690	1,993,690	-
Total Charges to Appropriations	**2,208,260**	**2,275,871**	**2,078,484**	**197,387**
Budgetary Fund Balance, June 30	**$11,045,979**	**$10,978,368**	**$10,717,551**	**$ (260,817)**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
AB939
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 803,687	$ 803,687	$ 803,687	$ -
Resources (Inflows):				
Taxes	250,000	250,000	269,377	19,377
Use of money and property	1,000	1,000	19,182	18,182
Amounts Available for Appropriations	**1,054,687**	**1,054,687**	**1,092,246**	**37,559**
Charges to Appropriations (Outflow):				
Public works	236,560	254,919	216,292	38,627
Total Charges to Appropriations	**236,560**	**254,919**	**216,292**	**38,627**
Budgetary Fund Balance, June 30	**$ 818,127**	**$ 799,768**	**$ 875,954**	**$ 76,186**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
ASSET FORFEITURE
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 39,294	$ 39,294	$ 39,294	$ -
Resources (Inflows):				
Intergovernmental	-	129,497	120,343	(9,154)
Use of money and property	-	594	1,412	818
Amounts Available for Appropriations	**39,294**	**169,385**	**161,049**	**(8,336)**
Charges to Appropriations (Outflow):				
Public safety	-	40,585	30,480	10,105
Capital outlay	-	119,052	100,872	18,180
Total Charges to Appropriations	**-**	**159,637**	**131,352**	**28,285**
Budgetary Fund Balance, June 30	**$ 39,294**	**$ 9,748**	**$ 29,697**	**$ 19,949**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
STATE GAS TAX
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 212,311	$ 212,311	$ 212,311	$ -
Resources (Inflows):				
Intergovernmental	67,070	67,070	65,700	(1,370)
Use of money and property	70	70	5,879	5,809
Amounts Available for Appropriations	**279,451**	**279,451**	**283,890**	**4,439**
Charges to Appropriations (Outflow):				
General government	2,500	2,500	3,000	(500)
Capital outlay	-	20,590	-	20,590
Transfers out	64,640	229,092	102,615	126,477
Total Charges to Appropriations	**67,140**	**252,182**	**105,615**	**146,567**
Budgetary Fund Balance, June 30	**$ 212,311**	**$ 27,269**	**$ 178,275**	**$ 151,006**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
AIR QUALITY IMPROVEMENT
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 3,670	$ 3,670	$ 3,670	$ -
Resources (Inflows):				
Intergovernmental	1,700	1,700	1,752	52
Use of money and property	-	-	54	54
Amounts Available for Appropriations	**5,370**	**5,370**	**5,476**	**106**
Charges to Appropriations (Outflow):				
Capital outlay	-	2,850	2,850	-
Transfers out	1,700	1,700	-	1,700
Total Charges to Appropriations	**1,700**	**4,550**	**2,850**	**1,700**
Budgetary Fund Balance, June 30	**$ 3,670**	**$ 820**	**$ 2,626**	**$ 1,806**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
PROPOSITION A
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 69,562	$ 69,562	$ 69,562	$ -
Resources (Inflows):				
Intergovernmental	28,650	28,650	27,460	(1,190)
Use of money and property	50	50	1,958	1,908
Amounts Available for Appropriations	**98,262**	**98,262**	**98,980**	**718**
Charges to Appropriations (Outflow):				
Public works	28,700	28,700	26,244	2,456
Capital outlay	-	7,340	6,776	564
Total Charges to Appropriations	**28,700**	**36,040**	**33,020**	**3,020**
Budgetary Fund Balance, June 30	**$ 69,562**	**$ 62,222**	**$ 65,960**	**$ 3,738**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
PROPOSITION C
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 24,250	$ 24,250	$ 24,250	$ -
Resources (Inflows):				
Intergovernmental	23,770	23,770	22,778	(992)
Use of money and property	-	-	835	835
Amounts Available for Appropriations	**48,020**	**48,020**	**47,863**	**(157)**
Charges to Appropriations (Outflow):				
Transfers out	23,770	46,870	46,870	-
Total Charges to Appropriations	**23,770**	**46,870**	**46,870**	**-**
Budgetary Fund Balance, June 30	**$ 24,250**	**$ 1,150**	**$ 993**	**$ (157)**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
MEASURE R
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 61,004	$ 61,004	$ 61,004	$ -
Resources (Inflows):				
Intergovernmental	17,830	17,830	17,059	(771)
Use of money and property	-	-	1,701	1,701
Amounts Available for Appropriations	**78,834**	**78,834**	**79,764**	**930**
Charges to Appropriations (Outflow):				
Transfers out	17,830	35,150	35,150	-
Total Charges to Appropriations	**17,830**	**35,150**	**35,150**	**-**
Budgetary Fund Balance, June 30	**$ 61,004**	**$ 43,684**	**$ 44,614**	**$ 930**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
TDA ARTICLE 3
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Intergovernmental	5,000	5,000	10,000	5,000
Amounts Available for Appropriations	**5,000**	**5,000**	**10,000**	**5,000**
Charges to Appropriation (Outflow):				
Transfers out	5,000	10,000	10,000	-
Total Charges to Appropriations	**5,000**	**10,000**	**10,000**	**-**
Budgetary Fund Balance, June 30	**$ -**	**$ (5,000)**	**$ -**	**$ 5,000**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
FEDERAL GRANTS
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Intergovernmental	-	266,918	89,472	(177,446)
Amounts Available for Appropriations	**-**	**266,918**	**89,472**	**(177,446)**
Charges to Appropriations (Outflow):				
Public safety	-	3,975	-	3,975
Capital outlay	-	262,943	89,472	173,471
Total Charges to Appropriations	**-**	**266,918**	**89,472**	**177,446**
Budgetary Fund Balance, June 30	**$ -**	**$ -**	**$ -**	**$ -**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
COMMUNITY DEVELOPMENT BLOCK GRANT
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Intergovernmental	9,910	15,535	15,533	(2)
Amounts Available for Appropriations	**9,910**	**15,535**	**15,533**	**(2)**
Charges to Appropriation (Outflow):				
Public safety	-	15,535	15,533	2
Capital outlay	9,910	-	-	-
Total Charges to Appropriations	**9,910**	**15,535**	**15,533**	**2**
Budgetary Fund Balance, June 30	**$ -**	**$ -**	**$ -**	**$ -**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
STATE GRANTS
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ (1,446)	$ (1,446)	$ (1,446)	$ -
Resources (Inflows):				
Intergovernmental	-	125,000	40,566	(84,434)
Amounts Available for Appropriations	**(1,446)**	**123,554**	**39,120**	**(84,434)**
Charges to Appropriation (Outflow):				
Public works	-	465,088	36,274	428,814
Capital outlay	-	14,270	14,263	7
Total Charges to Appropriations	**-**	**479,358**	**50,537**	**428,821**
Budgetary Fund Balance, June 30	**$ (1,446)**	**$ (355,804)**	**$ (11,417)**	**$ 344,387**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
COPS
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 363,943	$ 363,943	$ 363,943	$ -
Resources (Inflows):				
Intergovernmental	-	162,549	155,948	(6,601)
Use of money and property	-	-	10,410	10,410
Amounts Available for Appropriations	**363,943**	**526,492**	**530,301**	**3,809**
Charges to Appropriations (Outflow):				
Public safety	-	496,806	159,895	336,911
Capital outlay	-	19,252	19,252	-
Total Charges to Appropriations	**-**	**516,058**	**179,147**	**336,911**
Budgetary Fund Balance, June 30	**$ 363,943**	**$ 10,434**	**$ 351,154**	**$ 340,720**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
ASSET FORFEITURE - STATE
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 1,287	$ 1,287	$ 1,287	$ -
Resources (Inflows):				
Use of money and property	-	755	32	(723)
Amounts Available for Appropriations	**1,287**	**2,042**	**1,319**	**(723)**
Charges to Appropriations (Outflow):				
Public safety	-	1,287	-	1,287
Total Charges to Appropriations	**-**	**1,287**	**-**	**1,287**
Budgetary Fund Balance, June 30	**$ 1,287**	**$ 755**	**$ 1,319**	**$ 564**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
IRWINDALE JOINT POWERS AUTHORITY
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 989	$ 989	$ 989	$ -
Resources (Inflows):				
Use of money and property	-	-	92	92
Transfers in	562,400	562,400	561,562	(838)
Amounts Available for Appropriations	**563,389**	**563,389**	**562,643**	**(746)**
Charges to Appropriations (Outflow):				
Debt service:				
Principal retirement	520,000	520,000	520,000	-
Interest and fiscal charges	42,400	42,400	42,400	-
Total Charges to Appropriations	**562,400**	**562,400**	**562,400**	**-**
Budgetary Fund Balance, June 30	**$ 989**	**$ 989**	**$ 243**	**$ (746)**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
MEASURE M
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 20,413	$ 20,413	$ 20,413	$ -
Resources (Inflows):				
Intergovernmental	20,200	20,200	19,215	(985)
Use of money and property	-	-	704	704
Amounts Available for Appropriations	**40,613**	**40,613**	**40,332**	**(281)**
Charges to Appropriation (Outflow):				
Transfers out	20,200	39,830	39,500	330
Total Charges to Appropriations	**20,200**	**39,830**	**39,500**	**330**
Budgetary Fund Balance, June 30	**$ 20,413**	**$ 783**	**$ 832**	**$ 49**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
CAPITAL IMPROVEMENT PROJECTS
YEAR ENDED JUNE 30, 2020

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 2,909,411	$ 2,909,411	$ 2,909,411	$ -
Resources (Inflows):				
Use of money and property	-	-	88,390	88,390
Miscellaneous	400,000	400,000	5,912	(394,088)
Transfers in	2,127,690	4,474,240	2,302,462	(2,171,778)
Amounts Available for Appropriations	**5,437,101**	**7,783,651**	**5,306,175**	**(2,477,476)**
Charges to Appropriation (Outflow):				
Capital outlay	2,855,000	15,343,272	5,198,719	10,144,553
Total Charges to Appropriations	**2,855,000**	**15,343,272**	**5,198,719**	**10,144,553**
Budgetary Fund Balance, June 30	**$ 2,582,101**	**$ (7,559,621)**	**$ 107,456**	**$ 7,667,077**

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Agency Funds

Agency funds are used to account for funds held for the benefit of parties outside the government. The resources in these agency funds are not used to support any City programs. Agency funds for the City of Irwindale are as follows:

Agency Fund – This fund accounts for deposits relative to specific programs or projects, received from external parties under the terms of established agreements.

Community Facilities District (CFD#1) – This fund accounts for the payment of debt service for bonds which were used for community facility improvements.

Live Oak Sewer Assessment District – This fund accounts for the payment of debt service for bonds which were used for sewer improvements on Live Oak Avenue.

Street Light Assessment District – This fund accounts for special assessments levied by the City for the operation and maintenance of street lights in the Irwindale Business Center.

Sewer Maintenance Assessment District – This fund accounts for special assessments levied for sewer system maintenance at the Irwindale Business Center.

CITY OF IRWINDALE

COMBINING STATEMENT OF NET POSITION
ALL AGENCY FUNDS
JUNE 30, 2020

	Agency	CFD #1	Live Oak Assessment District	Street Lighting District
Assets:				
Pooled cash and investments	$ 440,145	$ 124,209	$ 3,516	$ 39,378
Receivables:				
Accounts	7,500	-	-	-
Taxes	-	-	-	104
Accrued interest	-	1,572	14	154
Cash and investments with fiscal agents	-	803,608	-	-
Total Assets	**$ 447,645**	**$ 929,389**	**$ 3,530**	**$ 39,636**
Liabilities:				
Accounts payable	$ 1,431	$ -	$ -	$ 544
Deposits payable	446,214	929,389	3,530	39,092
Total Liabilities	**$ 447,645**	**$ 929,389**	**$ 3,530**	**$ 39,636**

CITY OF IRWINDALE

COMBINING STATEMENT OF NET POSITION
ALL AGENCY FUNDS
JUNE 30, 2020

	Sewer Maintenance District	Totals
Assets:		
Pooled cash and investments	$ 103,794	$ 711,042
Receivables:		
Accounts	-	7,500
Taxes	1,299	1,403
Accrued interest	492	2,232
Cash and investments with fiscal agents	-	803,608
Total Assets	**$ 105,585**	**$ 1,525,785**
Liabilities:		
Accounts payable	$ 2,721	$ 4,696
Deposits payable	102,864	1,521,089
Total Liabilities	**$ 105,585**	**$ 1,525,785**

CITY OF IRWINDALE

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
ALL AGENCY FUNDS
YEAR ENDED JUNE 30, 2020

	Balance July 1, 2019	Additions	Deductions	Balance June 30, 2020
Agency				
Assets:				
Pooled cash and investments	$ 144,330	$ 596,438	$ 300,623	$ 440,145
Receivables:				
Accounts	$ -	$ 7,500	$ -	$ 7,500
Total Assets	**$ 144,330**	**$ 603,938**	**$ 300,623**	**$ 447,645**
Liabilities:				
Accounts payable	$ 1,222	$ 66,502	$ 66,293	$ 1,431
Deposits payable	143,108	605,617	302,511	446,214
Total Liabilities	**$ 144,330**	**$ 672,119**	**$ 368,804**	**$ 447,645**
CFD #1				
Assets:				
Pooled cash and investments	$ 1,192,905	$ 24,247	$ 1,092,943	$ 124,209
Receivables:				
Accrued interest	2,346	1,572	2,346	1,572
Cash and investments with fiscal agents	791,014	12,673	79	803,608
Total Assets	**$ 1,986,265**	**$ 38,492**	**$ 1,095,368**	**$ 929,389**
Liabilities:				
Accounts payable	$ 2,200	$ 13,844	$ 16,044	$ -
Deposits payable	1,984,065	34,574	1,089,250	929,389
Total Liabilities	**$ 1,986,265**	**$ 48,418**	**$ 1,105,294**	**$ 929,389**
Live Oak Assessment District				
Assets:				
Pooled cash and investments	$ 3,443	$ 87	$ 14	$ 3,516
Receivables:				
Accrued interest	-	14	-	14
Total Assets	**$ 3,443**	**$ 101**	**$ 14**	**$ 3,530**
Liabilities:				
Deposits payable	$ 3,443	$ 87	$ -	$ 3,530
Total Liabilities	**$ 3,443**	**$ 87**	**$ -**	**$ 3,530**

CITY OF IRWINDALE

COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
ALL AGENCY FUNDS
YEAR ENDED JUNE 30, 2020

	Balance July 1, 2019	Additions	Deductions	Balance June 30, 2020
Street Lighting District				
Assets:				
Pooled cash and investments	$ 38,760	$ 12,627	$ 12,009	$ 39,378
Receivables:				
Taxes	-	104	-	104
Accrued interest	110	154	110	154
Total Assets	**$ 38,870**	**$ 12,885**	**$ 12,119**	**$ 39,636**
Liabilities:				
Accounts payable	$ 51	$ 2,581	$ 2,088	$ 544
Deposits payable	38,819	12,622	12,349	39,092
Total Liabilities	**$ 38,870**	**$ 15,203**	**$ 14,437**	**$ 39,636**
Sewer Maintenance District				
Assets:				
Pooled cash and investments	$ 132,956	$ 149,152	$ 178,314	$ 103,794
Receivables:				
Taxes	-	1,299	-	1,299
Accrued interest	378	492	378	492
Total Assets	**$ 133,334**	**$ 150,943**	**$ 178,692**	**$ 105,585**
Liabilities:				
Accounts payable	$ 2,169	$ 79,491	$ 78,939	$ 2,721
Deposits payable	55,877	150,361	103,374	102,864
Advances from City of irwindale	75,288	-	75,288	-
Total Liabilities	**$ 133,334**	**$ 229,852**	**$ 257,601**	**$ 105,585**
Totals - All Agency Funds				
Assets:				
Pooled cash and investments	$ 1,512,394	$ -	$ -	$ 711,042
Receivables:				
Accounts	-	7,500	-	7,500
Taxes	-	1,403	-	1,403
Accrued interest	2,834	2,232	2,834	2,232
Restricted assets:				
Cash and investments with fiscal agents	791,014	12,673	79	803,608
Total Assets	**$ 2,306,242**	**$ 23,808**	**$ 2,913**	**$ 1,525,785**
Liabilities:				
Accounts payable	$ 5,642	$ 162,418	$ 163,364	$ 4,696
Deposits payable	2,225,312	803,174	418,321	1,521,089
Advances from City of irwindale	75,288	-	75,288	-
Total Liabilities	**$ 2,306,242**	**$ 965,592**	**$ 656,973**	**$ 1,525,785**

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Statistical Section

The Statistical Section of the City of Irwindale's Comprehensive Annual 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
Table 18: Legal Debt Margin Information – Last Ten Fiscal Years

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
Table 20: Principal Employers – Current Year and Nine Years Ago

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 Comprehensive Annual 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,									
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Governmental activities										
Net Investment in capital assets	$ 52,415,011	$ 54,163,083	$ 49,061,789	$ 49,624,207	$ 50,299,501	$ 49,794,671	$ 49,601,338	$ 51,120,018	$ 52,952,415	$ 56,824,870
Restricted	115,639,163	84,591,464	89,708,274	59,274,997	50,523,767	60,867,149	57,816,698	52,235,181	49,089,392	40,959,612
Unrestricted	(41,762,064)	37,421,055	33,485,053	33,115,512	30,064,576	23,747,719	31,214,451	31,221,394	37,652,546	35,939,800
Total governmental activities net position	$ 126,292,110	$ 176,175,602	$ 172,255,116	$ 142,014,716	$ 130,887,844	$ 134,409,539	$ 138,632,487	$ 134,576,593	$ 139,694,353	$ 133,724,282

Table 2
City of Irwindale
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year Ended June 30,									
	2011	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**
Expenses										
Governmental activities:										
General government	$ 15,295,872	$ 11,618,188	$ 7,675,365	$ 7,460,530	$ 7,629,859	$ 8,761,277	$ 13,737,232	$ 7,288,404	$ 8,340,672	$ 14,358,179
Public safety	5,713,485	5,947,245	5,797,927	5,666,135	5,718,022	5,837,909	6,360,040	7,104,410	7,444,547	8,840,499
Public works	6,308,680	5,743,162	5,392,703	6,804,537	7,152,933	6,268,933	8,457,410	8,615,524	10,579,291	6,953,919
Parks and recreation	1,851,457	1,846,848	1,835,292	1,859,710	1,853,463	1,879,106	2,775,633	2,147,371	1,672,481	1,932,673
Interest on long-term debt	5,427,530	2,657,051	297,961	376,489	142,709	145,043	127,274	121,752	117,524	109,880
Total primary government expenses	$ 34,597,024	$ 27,812,494	$ 20,999,248	$ 22,167,401	$ 22,496,986	$ 22,892,268	$ 31,457,589	$ 25,277,461	$ 28,154,515	$ 32,195,150
Program Revenues										
Governmental activities:										
Charges for services:										
General government	$ -	$ 502	$ 442	$ 12	$ -	$ 400	$ -	$ 994,225	$ 424,921	$ 380,424
Public safety	529,939	497,442	409,754	301,789	241,960	219,112	427,686	517,901	547,025	427,120
Public works	1,562,668	523,323	499,829	1,104,906	1,004,298	780,947	1,627,920	2,851,874	2,067,126	3,351,914
Parks and recreation	121,570	117,481	116,836	102,531	113,399	121,177	132,209	135,159	132,454	73,328
Operating grants and contributions	1,469,968	887,048	615,256	1,504,715	800,651	1,010,005	836,673	473,320	447,927	5,555,246
Capital grants and contributions	41,852	34,169	227,058	75,051	196,263	290,685	4,897	3,290,793	5,460,370	1,362,431
Total primary government revenues	$ 3,725,997	$ 2,059,965	$ 1,869,175	$ 3,089,004	$ 2,356,571	$ 2,422,326	$ 3,029,385	$ 8,263,272	$ 9,079,823	$ 11,150,463
Net Revenues (Expense)										
Total primary government net expense	$ (30,871,027)	$ (25,752,529)	$ (19,130,073)	$ (19,078,397)	$ (20,140,415)	$ (20,469,942)	$ (28,428,204)	$ (17,014,189)	$ (19,074,692)	$ (21,044,687)
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes										
Property	$ 18,421,025	$ 9,022,938	$ 3,621,003	$ 1,296,288	$ 1,994,517	$ 2,166,117	$ 1,925,140	$ 2,257,962	$ 2,182,643	$ 1,924,401
Mining/processing	4,256,883	4,457,993	5,001,084	5,726,528	6,446,449	6,717,324	6,291,651	7,088,995	7,130,002	6,233,454
Sales	4,207,592	3,394,807	3,757,466	4,246,191	3,882,558	3,691,820	3,937,691	4,220,157	4,527,677	4,065,292
Utility Users	3,593,910	3,134,265	3,289,837	3,658,588	4,018,841	3,755,043	3,601,434	3,873,263	3,759,934	3,439,780
Franchise	910,274	1,114,846	1,068,712	1,210,925	1,332,218	1,330,527	1,348,162	1,410,694	1,355,055	1,345,110
Business licenses	971,720	1,118,699	1,084,552	1,047,405	983,323	1,151,728	1,234,886	1,236,833	1,513,989	1,433,490
Other	441,742	310,334	267,682	331,731	376,131	345,301	426,282	413,519	363,873	412,270
Motor vehicle in lieu	121,549	111,598	113,675	121,712	124,842	127,443	129,810	138,747	146,857	153,720
Use of money and property	1,847,903	2,725,901	1,330,941	623,267	1,013,123	1,155,492	600,339	599,074	2,541,718	629,741
Gain on sale of assets	4,844,874	-	514,453	-	-	718,150	4,572,836	-	-	-
Other	1,122,602	411,368	1,135,156	728,407	275,362	2,809,931	8,651,269	869,325	670,704	950,250
Extraordinary gain/(loss) on dissolution of redevelopment agency *	-	50,571,909	(5,974,974)	(30,153,045)	5,785,449	-	-	-	-	(5,512,892)
Total primary government	40,740,074	76,374,658	15,209,587	(11,162,003)	26,232,813	23,968,876	32,719,500	22,108,569	24,192,452	15,074,616
Change in Net Position										
Total primary government	$ 9,869,047	$ 50,622,129	$ (3,920,486)	$ (30,240,400)	$ 6,092,398	$ 3,498,934	$ 4,291,296	$ 5,094,380	$ 5,117,760	$ (5,970,071)

* 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)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General fund										
Nonspendable	$ 42,441,980	$ 30,191,045	$ 34,346,793	$ 4,188,578	$ 11,013,366	$ 12,142,153	$ 9,181,943	$ 8,869,831	$ 5,971,949	$ 6,173,082
Restricted	-	-	2,464,622	-	-	-	-	-	-	-
Assigned	24,279,691	25,176,638	17,677,821	17,057,727	14,897,110	18,676,485	30,620,784	30,112,196	32,081,720	28,924,403
Unassigned	-	-	-	-	-	-	-	-	-	-
Total general fund	66,721,671	55,367,683	54,489,236	21,246,305	25,910,476	30,818,638	39,802,727	38,982,027	38,053,669	35,097,485
All other governmental funds										
Nonspendable	$ 24,227,822	$ 29,122,352	$ 17,162,644	$ 14,590,361	$ 13,401,152	$ -	$ -	$ -	$ -	$ -
Restricted:										
Continuing Operations	25,084,449	3,400,709	16,151,287	18,095,879	19,226,187	-	-	-	-	-
Public safety	272,231	347,622	439,857	785,583	498,511	321,512	332,320	400,881	404,524	382,170
Public works	20,671,666	21,567,736	23,336,819	24,887,273	27,031,968	-	-	29,781,088	26,971,910	26,249,123
Capital projects funds	-	-	-	-	-	30,375,656	30,621,096	-	2,909,411	107,456
Housing activities	-	-	-	-	-	30,169,981	26,862,878	22,052,482	18,802,558	12,806,670
Debt service	7,742,159	-	-	915,900	915,964	-	404	730	989	243
Assigned	-	-	-	-	-	-	-	-	1,400,000	-
Unassigned	(47,862)	-	-	-	(4,805)	(4,863)	(180,356)	(26,479)	(1,446)	(11,417)
Total all other governmental funds	$ 77,950,465	$ 54,438,419	$ 57,090,607	$ 59,274,996	$ 61,068,977	$ 60,862,286	$ 57,636,342	$ 52,208,702	$ 50,487,946	$ 39,534,245

Table 4
City of Irwindale
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis accounting)

	Fiscal Year Ended June 30,									
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Revenues:										
Taxes	$ 32,787,793	$ 22,994,591	$ 17,717,330	$ 17,209,830	$ 19,479,493	$ 19,304,177	$ 18,654,064	$ 20,597,369	$ 20,432,581	$ 18,908,037
Licenses and permits	989,453	283,398	247,039	530,137	576,658	554,101	938,966	1,715,887	1,396,588	1,072,463
Intergovernmental	634,658	854,348	1,088,969	870,432	815,984	685,971	474,772	563,951	1,017,960	804,439
Charges for services	842,152	470,000	447,475	753,446	570,149	526,145	1,504,357	1,517,298	1,114,488	2,567,927
Use of money and property	382,572	2,725,901	1,330,941	623,267	1,013,123	1,155,492	599,476	599,361	2,685,365	2,019,171
Fines and forfeitures	1,847,903	385,350	332,347	225,655	212,850	193,467	243,812	305,749	326,981	204,280
Contributions	4,547	2,000	8,600	10,730	208,041	556,028	41,079	37,550	253,094	3,379,612
Miscellaneous	3,057,217	1,714,792	1,143,637	734,104	278,003	2,812,240	8,672,122	5,007,717	4,451,692	2,445,400
Total revenues	$ 40,546,295	$ 29,430,380	$ 22,316,338	$ 20,957,601	$ 23,154,301	$ 25,787,621	$ 31,128,648	$ 30,344,882	$ 31,678,749	$ 31,401,329
Expenditures:										
General government	$ 15,281,394	$ 11,009,364	$ 6,891,893	$ 7,368,913	$ 7,459,738	$ 7,999,231	$ 13,525,715	$ 12,858,871	$ 9,197,821	$ 14,582,673
Public safety	5,449,255	5,792,040	5,569,075	5,472,221	5,552,325	5,702,613	5,780,504	9,915,262	9,740,120	10,467,471
Parks and recreation	5,136,018	1,662,490	1,653,370	1,661,622	1,661,770	1,781,960	1,935,900	1,862,459	1,927,800	2,050,185
Public works	1,651,410	4,407,686	4,159,516	4,345,647	4,793,164	4,741,024	6,610,493	8,418,135	8,016,992	6,352,081
Capital outlay	1,735,299	1,449,905	927,084	1,772,245	2,429,246	987,916	1,490,419	2,927,419	3,510,263	5,706,314
Debt Service:										
Principal	3,989,657	3,739,902	445,159	4,835,000	440,000	455,000	465,000	480,000	495,000	520,000
Interest and fiscal charges	5,162,080	4,246,611	235,979	409,021	145,356	136,556	135,308	131,076	126,996	119,598
Total expenditures	$ 38,405,113	$ 32,307,998	$ 19,882,076	$ 25,864,669	$ 22,481,599	$ 21,804,300	$ 29,943,339	$ 36,593,222	$ 33,014,992	$ 39,798,322
Excess of revenues over (under) expenditures	$ 2,141,182	$ (2,877,618)	$ 2,434,262	$ (4,907,068)	$ 672,702	$ 3,983,321	$ 1,185,309	$ (6,248,340)	$ (1,336,243)	$ (8,396,993)
Other financing sources (uses):										
Transfers in	$ 45,678,056	$ 10,041,173	$ 642,717	$ 3,963,307	$ 1,200,515	$ 3,909,009	$ 5,391,719	$ 3,006,609	$ 6,372,238	$ 5,523,924
Transfers out	(45,678,056)	(10,041,173)	(642,717)	(3,963,307)	(1,200,515)	(3,909,009)	(5,391,719)	(3,006,609)	(6,372,238)	(5,523,924)
Proceeds on sale of land held	4,844,874	-	514,453	-	-	718,150	4,572,836	-	1,229,321	-
Loss on sale of land held	-	-	-	-	-	-	-	-	(2,542,192)	(5,512,892)
Bonds issued	-	-	-	3,870,000	-	-	-	-	-	-
Bond premium	-	-	-	131,572	-	-	-	-	-	-
Contributions to Successor Agency	-	(545,416)	-	-	-	-	-	-	-	-
Total other financing sources (uses)	$ 4,844,874	$ (545,416)	$ 514,453	$ 4,001,572	$ -	$ 718,150	$ 4,572,836	$ -	$ (1,312,871)	$ (5,512,892)
Extraordinary Gain/(Loss) *	-	(31,443,000)	(1,174,974)	(30,153,045)	5,785,449	-	-	-	-	-
Net change in fund balances before restatements	$ 6,986,056	$ (34,866,034)	$ 1,773,741	$ (31,058,541)	$ 6,458,151	$ 4,701,471	$ 5,758,145	$ (6,248,340)	$ (2,649,114)	$ (13,909,885)
Restatement of fund balances	(3,296,051)	-	-	-	-	-	-	-	-	-
Net change in fund balances, after restatement	$ 3,690,005	$ (34,866,034)	$ 1,773,741	$ (31,058,541)	$ 6,458,151	$ 4,701,471	$ 5,758,145	$ (6,248,340)	$ (2,649,114)	$ (13,909,885)
Debt service as a percentage of noncapital expenditures **	24.96%	25.88%	3.59%	21.77%	2.92%	2.84%	2.11%	1.82%	2.11%	1.88%

* 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
2011		18,421,025	4,256,883	4,207,592	3,593,910	2,323,736	32,803,146
2012	*	9,022,938	4,457,993	3,394,807	3,134,265	2,543,879	22,553,882
2013	*	3,621,003	5,001,084	3,757,466	3,289,837	2,420,946	18,090,336
2014		1,296,288	5,726,528	4,246,191	3,658,588	2,590,061	17,517,656
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

* 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	Special Mining Excavation Tax	Special Mining Processing Tax	Total Mining Taxes
2011	1,250,181	665,572	1,527,355	813,775	4,256,883
2012	1,327,094	679,849	1,621,328	829,722	4,457,993
2013	1,491,796	759,545	1,822,951	926,792	5,001,084
2014	1,698,843	879,048	2,076,325	1,072,312	5,726,528
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

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)	Special Mining Excavation Tax Rate (per ton)	Special Mining Processing Tax Rate (per ton)
2011	0.2558	0.1279	0.3125	0.1561
2012	0.2596	0.1298	0.3172	0.1584
2013	0.2619	0.1310	0.3201	0.1598
2014	0.2656	0.1328	0.3246	0.1620
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

Source: City of Irwindale Finance Department

Table 8
City of Irwindale
Principal Mining Taxpayers
Current Year and Nine Years Ago
June 30, 2020

	2020			2011		
Mining Operator	**Mining Taxes**	**Rank**	**Percentage of Total Mining Tax Revenue**	**Mining Taxes**	**Rank**	**Percentage of Total Mining Tax Revenue**
Vulcan Durbin/Reliance	2,619,340	1	42.0%	1,942,344	1	45.6%
Hanson Aggregates	2,319,986	2	37.2%	1,062,347	2	25.0%
United Rock	1,097,036	3	17.6%	1,008,909	3	23.7%
Holliday Rock	78,859	4	1.3%	68,319	6	1.6%
All American Asphalt	68,481	5	1.1%	68,759	5	1.6%
Peck Road Gravel Pit	48,239	6	0.8%	106,205	4	2.5%
Totals	6,231,941		100.00%	4,256,883		100.00%

Source: City of Irwindale Finance Department

Table 9
City of Irwindale
Assessed Value and Estimated Actual
Last Ten Fiscal Years

Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Residential	45,110,136	46,217,368	47,150,265	48,487,088	51,209,692	53,803,730	55,306,155	59,483,148	64,644,891	69,211,895
Commercial	171,734,153	156,088,581	154,295,529	165,743,037	174,522,114	179,619,293	182,176,675	171,797,899	171,514,320	213,589,419
Industrial	1,305,649,188	1,251,478,474	1,256,350,532	1,383,353,215	1,428,571,157	1,454,273,793	1,480,939,609	1,615,507,741	1,692,091,506	1,839,178,802
Government Owned	473,148	476,710	486,243	496,011	498,217	508,170	515,919	526,237	536,761	547,495
Institutional	150,442	151,574	154,604	157,695	158,410	161,574	164,037	167,317	850,000	-
Miscellaneous	7,585,554	7,445,786	7,399,309	7,354,853	7,804,466	7,806,464	7,795,215	7,764,046	7,781,738	7,829,920
Recreational	11,051,541	11,134,758	11,357,451	11,584,598	11,637,190	22,969,948	23,320,239	26,356,643	26,883,775	27,421,449
Vacant	44,713,577	44,946,595	61,389,175	53,746,555	63,402,720	69,052,434	78,577,829	81,698,273	81,100,375	79,272,843
SBE Nonunitary	8,555,358	8,555,358	8,555,358	7,427,946	7,427,946	7,071,026	7,071,526	7,071,526	7,071,526	7,071,526
Cross Reference	88,675,287	98,587,226	104,765,839	101,727,504	87,844,101	86,806,996	88,007,252	129,623,585	145,323,008	133,542,664
Unsecured	319,707,493	326,709,346	335,799,957	350,202,859	352,575,992	351,397,594	352,596,600	332,009,850	369,615,372	310,428,919
Exempt	(49,906,700)	(44,332,373)	(43,322,431)	(43,339,793)	(43,339,793)	(44,205,503)	(43,526,869)	(40,168,105)	(37,440,651)	(33,879,116)
TOTALS	2,003,405,877	1,951,791,776	1,987,704,262	2,130,281,361	2,185,652,005	2,233,471,022	2,276,471,056	2,432,006,265	2,567,413,272	2,688,094,932
Total Direct Rate	0.92974%	0.92704%	0.92472%	0.11961%	0.11935%	0.11913%	0.11874%	0.11491%	0.11809%	0.11771%

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	
2011	1.00000	0.00000	0.72930	0.08591	0.00370	1.81891
2012	1.00000	0.00000	0.80303	0.08507	0.00370	1.89180
2013	1.00000	0.00000	0.79357	0.08298	0.00350	1.88005
2014	1.00000	0.00000	0.78442	0.07141	0.00350	1.85933
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

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, 2020

Property Owner	2020 Taxable Assessed Value	2020 Rank	2020 Percentage of Total Taxable Assessed Value	2011 Taxable Assessed Value	2011 Rank	2011 Percentage of Total Taxable Assessed Value
Millercoors Inc./Miller Brewing Company	$ 406,389,520	1	15.08%	$ 348,339,709	1	17.35%
Crow Family Holdings Industrial	112,380,391	2	4.17%	95,533,041	2	4.76%
BPP Pacific Indl Reit LA Reg	88,557,185	3	3.29%	-		0.00%
Huy Fong Irwindale LLC	80,973,113	4	3.01%	-		0.00%
Vulcan Materials	62,545,051	5	2.32%	-		0.00%
Duke Realty	62,500,000	6	2.32%	-		0.00%
Hanson Aggregates West Inc.	61,940,815	7	2.30%	36,965,250	9	1.84%
Metropolitan Life Insurance Company	59,714,047	8	2.22%	61,604,319	3	3.07%
Rexford Industrial Realty LP	51,632,299	9	1.92%	-		0.00%
Davis Wire Corporation	50,820,104	10	1.89%	38,012,466	7	1.89%
Walton CWCA Ramona	-		0.00%	47,231,536	4	2.35%
Ready Pac Produce Inc.	-		0.00%	46,460,144	5	2.31%
Unitek Corporation	-		0.00%	39,712,346	6	1.98%
Consolidated Rock Products	-		0.00%	36,997,631	8	1.84%
California Community News Corp	-		0.00%	33,446,492	10	1.67%
Totals	$ 1,037,452,525		38.51%	$ 784,302,934		39.07%

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
2011	203,934	202,982	99.5%	291	203,273	99.7%
2012	201,838	200,222	99.2%	280	200,501	99.3%
2013	203,082	202,147	99.5%	274	202,421	99.7%
2014	203,572	202,460	99.5%	302	202,762	99.6%
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%

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)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Apparel Stores	379	365	363	664	580	599	483	733	719	635
Food Stores	324	376	345	353	458	715	591	353	290	285
Eating and Drinking Places	17,244	17,682	17,783	18,006	18,860	20,889	21,624	21,945	22,122	23,374
Building Materials	11,918	12,426	11,692	10,995	9,844	11,268	12,775	17,564	16,928	16,205
Auto Dealers and Supplies	5,758	3,134	3,224	3,285	3,294	3,606	6,311	7,788	9,331	9,862
Service Stations	35,185	44,254	50,541	51,843	51,248	45,400	38,906	42,478	44,726	50,297
Other Retail Stores	25,562	32,566	20,349	15,128	15,440	14,266	13,493	13,176	14,190	14,248
All Other Outlets	304,942	267,267	270,907	279,913	301,534	303,365	284,013	318,720	295,983	267,808
Total	$ 401,312	$ 378,070	$ 375,204	$ 380,187	$ 401,258	$ 400,108	$ 378,196	$ 422,757	$ 404,289	$ 382,714

* 2020 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, 2020

2020		2011	
Business Name	**Business Category**	**Business Name**	**Business Category**
Applied Industrial Tech	Heavy Industrial	Airgas West	Drugs/Chemicals
Arco	Service Stations	Arco	Service Stations
Arco AM PM	Service Stations	Arco AM PM	Service Stations
Arco AM PM	Service Stations	Arco AM PM	Service Stations
Bartley Optical Sales	Medical/Biotech	Arco AM PM	Service Stations
Chem Arrow	Drugs/Chemicals	Bartley Optical Sales	Medical/ Biotech
Decore Ative Specialties	Contractors	Chaparral Concrete	Contractors
Food Makers Bakery Equipment	Food Service Equip./Supplies	Chem Arrow	Drugs/Chemicals
G & I Islas	Heavy Industrial	Decore Ative Specialties	Contractors
Geary Pacific Supply	Contactors	Foothill Transit-Bus Purchase	Transportation/Rentals
Gentle Carmen Auto	Used Automotive Dealers	Hanson Aggregates West	Contractors
Hanson Aggregates West	Contractors	Holliday Rock Co	Contractors
Holliday Rock Co	Contractors	Iherb	Fulfillment Centers
Lifetouch National School Studios	Portrait Studios	Jacmar Food Service	Food Service Equip./Supplies
McDonalds	Quick-Service Restaurants	Matheson Tri Gas	Drugs/Chemicals
Miller Brewing Company	Food Service Equip./Supplies	Miller Brewing Company	Food Service Equip./Supplies
Miller Coors-Irwindale Brewery	Food Service Equip./Supplies	National Ready Mixed Concrete	Contractors
Patton Sales	Office Supplies/ Furniture	Scholastic Book Fairs	Stationery/Book Stores
Rivergrade Shell Station	Service Stations	Select Copy Systems	Office Supplies/Furniture
Semihandmade	Textiles/Furnishings	Spragues Rock & Sand	Contractors
Sigler	Contractors	Trio Engineered Products	Light Industrial/Printers
Spragues Rock & Sand	Contractors	United Rock Products	Contractors
Unitek	Drugs/Chemicals	Unitek	Drugs/Chemicals
Vulcan Materials	Contractors	Vulcan Materials	Contractors
Western Emulsions	Contractors	W W Grainger	Electrical Equipment
Percent of Fiscal Year Total Paid by Top 25 Accounts	68.41%		70.60%

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	Total Debt Primary Government	Total Debt As A Percentage on Taxable Assessed Value	Per Capita Personal Income	Ratio of Outstanding Debt
2011		5,220,000	11,394	5,231,394	0.26%	15,758	NM
2012		4,800,000	6,492	4,806,492	0.25%	19,040	NM
2013		4,360,000	1,333	4,361,333	0.22%	20,093	NM
2014	(2)	3,526,572	-	3,526,572	0.17%	19,212	NM
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

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	
2011	17,759,769	8,888,625	2.00	
2012	8,668,428	8,877,673	0.98	(1)
2013	8,613,441	8,211,378	1.05	(2)
2014	5,182,005	8,205,079	0.63	
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	

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, 2020

	Percentage Applicable to City of Irwindale	(1)	Amount Applicable to City of Irwindale	
2019-20 Assessed Valuation (after deducting Incremental Value)			$ 193,623,557	
Direct Debt:				
2013 Lease Revenue Refunding Bond	100%		572,896	(2)
			$ 572,896	
Overlapping Debt:				
Metropolitan Water District	0.017%		$ 2,731	
El Monte School District	2.150%		2,033,479	
El Monte Union High School District	1.121%		1,814,717	
Citrus Community College District	5.349%		4,152,035	
Mt San Antonio Community College District	0.970%		7,050,431	
Rio Hondo Community College District	0.425%		502,427	
Azusa Unified School District	15.988%		18,217,450	
Baldwin Park Unified School District	6.240%		9,781,320	
Covina Valley Unified School District	5.928%		11,633,140	
Duarte Unified School District	9.987%		7,478,392	
Monrovia Unified School District	0.731%		125,186	
West Covina Unified School District	0.010%		7,560	
Total Overlapping Debt			$ 62,798,868	
Total Direct and Overlapping Tax and Assessment Debt:			$ 63,338,868	

Ratio to Assessed Valuation:	
Direct Debt %	0.30%
Overlapping Debt %	32.43%
Total Gross Debt %	32.71%

(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

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Assessed valuation	$ 2,003,405,877	$ 1,951,791,776	$ 1,987,704,262	$ 2,130,281,361	$ 2,185,652,005	$ 2,233,471,022	$ 2,276,471,056	$ 2,432,006,265	$ 2,567,413,272	$ 2,688,094,932
Conversion percentage	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Adjusted assessed valuation	500,851,469	487,947,944	496,926,066	532,570,340	546,413,001	558,367,756	569,117,764	608,001,566	641,853,318	672,023,733
Debt limit percentage	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Debt limit	75,127,720	73,192,192	74,538,910	79,885,551	81,961,950	83,755,163	85,367,665	91,200,235	96,277,998	100,803,560
Less debt applicable to the limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	$ 75,127,720	$ 73,192,192	$ 74,538,910	$ 79,885,551	$ 81,961,950	$ 83,755,163	$ 85,367,665	$ 91,200,235	$ 96,277,998	$ 100,803,560
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
2010	1,717	27,056	15,758	13.1%
2011	1,416	26,961	19,040	12.7%
2012	1,454	29,215	20,093	9.7%
2013	1,466	28,165	19,212	7.9%
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 data not available.

Source: HdL Coren & Cone Reports

Table 20
City of Irwindale
Principal Employers
Current Year and Nine Years Ago

	2020			2011		
Employer	**Employees**	**Rank**	**Percentage of Total City Employment**	**Employees**	**Rank**	**Percentage of Total City Employment**
Ready-Pac Produce Inc.	1,587	1 *	4.3%	1,950	2 *	7.8%
City of Hope	815	2	8.4%			
Decore-Ative Specialties Inc.	600	3	3.2%	342	9	1.4%
Charter Communications	494	4	2.6%	351	8	1.4%
Southern California Edison	460	5	2.4%	2,200	1	8.8%
City of Hope Medical Foundation	375	6	2.0%			
Athens Services	347	7	1.8%			
Molson Coors Beverage Company	330	8	1.7%			
Louis Vuitton U.S. Mfg Inc	312	9	1.6%			
CTI Foods	252	10	1.3%			
Miller Coors				550	3	2.2%
Lovin Oven				500	4	2.0%
Nellson Nutraceutical				475	5 *	1.9%
R Ranch Market				400	6	1.6%
Mariposa Horticultural Enterprise				360	7	1.4%
Superior Communication				461	10 *	1.8%
Total	5,572		29.3%	7,589		30.4%
Estimated City Employment	19,000			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	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General government	16.00	15.00	15.00	14.00	14.00	14.00	15.50	17.50	18.50	19.00
Police	45.00	45.00	46.00	47.00	47.00	47.00	47.50	47.50	47.00	47.00
Community Dvlp & Code Enforcement	7.00	6.00	6.00	6.00	6.00	6.00	7.50	7.50	12.50	13.00
Public Works	20.00	14.50	18.50	19.50	19.00	19.00	21.50	22.50	26.50	27.00
Library	4.50	4.50	4.50	4.50	4.50	4.50	8.00	8.00	7.50	7.50
Recreation	16.00	15.00	15.00	15.00	20.50	20.50	24.50	22.50	27.00	27.00
Senior Center	5.50	5.00	5.00	5.00	5.00	5.00	5.00	5.00	6.00	6.00
Total	114.00	105.00	110.00	111.00	116.00	116.00	129.50	130.50	145.00	146.50

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	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Police:										
Increase in traffic enforcement citations	4,587	3497	2,875	1,942	1259	1170	5570	4739	2,987	699
DUI arrests	185	216	143	33	47	40	16	17	19	20
Unlicensed drivers arrested or cited	491	495	376	207	233	132	357	207	234	28
Vandalism Arrests	14	12	13	10	6	2	6	7	4	7
Stolen Vehicles	17	39	39	40	24	22	21	44	27	36
Robberies	2	3	5	3	7	5	2	4	6	2
Burglaries	33	54	46	41	34	70	45	43	47	85
Calls for service	25,537	27,374	22,547	22,696	20,412	23,901	21,353	20,064	19,082	12,737
Recreation:										
Number of facility rentals	173	206	238	266	365	555	298	315	477	158
Number of recreation classes/programs	69	102	58	79	80	93	94	126	130	102
Number of special events	31	45	44	41	42	38	46	49	50	40
Number of field trips	43	52	51	45	43	45	49	52	52	45
Aquatic participants	9,215	8,931	6,016	9,846	9,253	12,227	14,075	14,186	10,200	8,070
Senior Center:										
Number of facility rentals	125	124	171	180	143	129	130	155	160	42
Number of classes/programs	73	85	85	85	85	699	1,793	2,300	2,300	284
Number of special events/activities	39	39	39	39	39	38	239	301	43	24
Number of field trips	26	26	26	26	26	24	28	34	34	8
Number of meals served-Nutrition program/breakfast	7,856	7,975	9,520	8,588	8,090	7,644	8,075	8,439	8,776	10,287
Library										
Adult & children programs	6	65	102	70	160	82	93	103	102	182
Adult & children storytimes	58	21	30	22	22	18	27	36	40	40
Library items added	1,826	3,525	3,180	2,201	2,590	2,146	2,460	2,493	1,808	1,444
Learning Center tutoring hours	307	310	312	306	308	308	320	320	320	180
Public Works										
Street resurfacing (miles)	0.71	1.164	0	1.224	-	-	5.13	1.8	1.05	1.19
Sidewalk repair/replacement (sq.ft.)	20,002	-	2,617	18,865	10,000	2,238	-	-	8,367	-
Encroachment Permits	89	69	96	92	105	96	139	114	142	184
Field Inspections	4/week	4/week	4/week	4/week	4/week	4/week	4/week	5 daily	5/week	5/week
Transportation Permits	-	-	-	347	354	370	452	503	495	379
Building & Safety										
Permits issued	368	308	346	332	327	361	431	430	524	-
Film Permits Issued	5	14	10	21	11	9	17	22	27	21
Business Licenses issued	1,135	1,015	1,520	1,254	1,108	1,302	1,416	1,456	1,639	1,464
Finance										
Account Payable checks issued	3,544	3,625	2,922	3,146	3,078	2,833	3,098	2,793	3,013	2,835
Payroll checks issued	3,701	3,372	606	3,094	3,370	3,330	3,415	3,578	3,725	4,038
Journal Vouchers	2,430	2,471	2,223	2,173	2,281	2,361	2,425	2,320	2,570	2,278
Purchase orders processed	259	179	126	198	197	159	205	225	259	267
Cash & Investments at year-end (in millions)	76.6	80.0	76.1	74.4	72.1	75.4	89.9	83.5	92.0	89.5
Administration										
Constituent requests for information processed	76	43	73	67	37	51	49	57	54	61
Agenda Reports Submitted to Council	295	334	341	305	285	319	233	226	118	220
City Council Meeting Agendas Compiled	29	33	23	36	24	24	23	26	26	24
Resolutions (City Council)	61	49	53	48	67	63	70	80	57	89
Resolutions (ICRA)	12	2	-	-	-	-	-	-	-	-
Resolutions (SA)	-	5	5	6	5	9	8	8	3	2
Resolutions (Housing Authority)	5	3	5	7	3	6	5	5	9	13
Resolutions (Reclamation Authority)	1	1	1	1	3	3	1	4	1	2
Ordinances	11	10	11	7	14	9	13	10	13	13
Contracts	128	68	37	58	44	98	111	109	170	63
Weekly Reports to City Council	49	48	47	45	45	42	45	48	49	12
Number of recruitment applications processed	184	104	282	126	191	79	178	254	1,225	312

Source: City of Irwindale, various City Departments

Table 23
City of Irwindale
Capital Asset Statistics by Function
Last Ten Fiscal Years

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Function										
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Substations	-	-	-	-	-	-	-	-	-	-
Patrol units	10	14	14	11	11	13	12	13	15	14
Motorcycles	3	2	2	2	2	3	1	1	1	1
Trailer	1	1	1	1	1	1	1	1	1	1
Undercover Vehicle	7	6	6	7	7	7	6	7	7	10
Command Vehicle	1	3	3	2	2	1	1	2	2	2
Public Works										
Streets/Highway (miles)	27.73	27.73	27.73	27.73	27.73	27.73	27.73	27.84	29.20	29.20
Streetlights	861	861	861	861	861	870	870	872	873	873
Traffic signals	41	41	41	42	42	43	43	43	43	43
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

LSL

February 3, 2021

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, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, 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 April 13, 2020. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

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 the notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2019-2020. 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 estimate affecting the City's financial statements was:

> Management's estimates of its net pension liability and net other post-employment benefits liability based on actuarial valuation specialist assumptions. We evaluated the key factors and assumptions used to develop the net pension liability and net other post-employment benefits liability in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure(s) affecting the financial statements was (were):

> The disclosure of Commitments and Contingencies in Note 12 to the financial statements identifies the litigation of the City regarding outstanding Advances from the former Redevelopment Agency which were disallowed by the California Department of Finance. The litigation is in process and the outcome is unknown at this time.

The financial statement disclosures are neutral, consistent, and clear.

LSL

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

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 trivial, and communicate them to the appropriate level of management. No misstatements were found.

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 3, 2021.

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 discussion and analysis, budgetary comparison schedule for the General Fund, the Housing Authority Fund, and the Mining Impact Fund, the schedules of proportionate share of the net pension liability, the schedules of plan contributions, the schedule of changes in net pension liability and related ratios, the schedule of investment returns, the schedule of changes in net OPEB liability and related ratios and the schedule of OPEB contributions, 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.

LSL

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

We were engaged to report on combining and individual nonmajor fund financial 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 section, 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.

New Accounting Standards

The following new Governmental Accounting Standards Board (GASB) pronouncements were effective for fiscal year 2019-2020 audit:

GASB Statement No. 95, *Postponement of Effective Dates of Certain Authoritative Guidance* – The following pronouncements have been postponed as a temporary relieve to governments and other stakeholders in light of the COVID-19 pandemic and the new effective date are reflected in the following fiscal years.

GASB Statement No. 88, *Certain Disclosure Related to Debt, including Direct Borrowing and Direct Placements.*

The following Governmental Accounting Standards Board (GASB) pronouncements are effective in the following fiscal year audit and should be reviewed for proper implementation by management:

Fiscal year 2021

GASB Statement No. 84, *Fiduciary Activities.*

GASB Statement No. 90, *Majority Equity Interests - an Amendment of GASB Statement Nos. 14 and 61.*

Fiscal year 2022

GASB Statement No. 87, *Leases.*

GASB Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period.*

Fiscal year 2023

GASB Statement No. 91, *Conduit Debt Obligations.*

LSL

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Restriction on Use

This information is intended solely for the use of 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.

Very truly yours,

Lance, Soll & Lunghard, LLP

Brea, California

LSL

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, 2020, 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 3, 2021.

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 City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the 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*.

LSL

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lance, Soll & Lunghard, LLP

Brea, California
February 3, 2021

LSL

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 to the accompanying Appropriations Limit Worksheet No. 6 (or other alternative computation) of the City of Irwindale, California, for the year ended June 30, 2020. These procedures, 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).

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

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 agreed 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.

LSL

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

We were not engaged to and did not perform an audit, the objective of which would be the expression of an opinion on the accompanying Appropriations Limit Worksheet No. 6. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriations limit for the base year, as defined by the League publication entitled Article XIIIB Appropriations Limitation Uniform Guidelines.

This report is intended solely for the use of the City of Irwindale, California and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. However, this report is a matter of public record and its distribution is not limited.

Lance, Soll & Lunghard, LLP

Brea, California
May 26, 2020

CITY OF IRWINDALE
2019-2020
APPROPRIATIONS LIMIT CALCULATION

A.	2018-2019 APPROPRIATIONS LIMIT:	$6,871,709,522	
B.	2019-2020 GROWTH IN NON-RESIDENTIAL ASSESSED VALUATION		1.08%
C.	2019-2020 CHANGE IN POPULATION:		4.08%
D.	RATIO OF CHANGE (1.0108 X 1.0408):	X 1.05204064	
E.	2019-2020 APPROPRIATIONS LIMIT: ($6,871,709,522 X 1.05204064)	$7,229,317,683	

CC Item 2B

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

City of
IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: RESOLUTION TO EXTEND THE EXISTENCE OF A LOCAL EMERGENCY REGARDING COVID-19 PANDEMIC AND RETROACTIVELY AUTHORIZING THE PAYMENT OF STIPENDS TO THE MEMBERS OF THE SENIOR CITIZEN COMMISSION FOR THE MEETING CANCELED ON JANUARY 25, 2021

City Manager's Recommendation:

It is recommended that the City Council:

1) ADOPT RESOLUTION NO. 2021-22-3234 ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44 AND RETROACTIVELY AUTHORIZING PAYMENT OF STIPENDS TO MEMBERS OF THE SENIOR CITIZEN COMMISSION FOR THE JANUARY 25, 2021 MEETING CANCELED DUE TO COVID-19."

Administrative Action:

Submitted by:

William K. Tam, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Electronically Approved

Approved by:

William K. Tam, City Manager

Background and Analysis:

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

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

On May 13, 2020 (Resolution No. 2020-32-3137), July 22, 2020 (Resolution No. 2020-58-3218), September 9, 2020 (Resolution No. 2020-71-3231), October 28, 2020 (Resolution No. 2020-81-3241), and January 10, 2021 (Resolution No. 2021-02-3264), the City Council reviewed and extended the local emergency due to the continued existence of conditions of extreme peril caused by the effects of COVID-19.

While Los Angeles County's coronavirus metrics have been steadily dropping, as of March 2, 2021, Los Angeles County remained in the purple/widespread tier, the most restrictive tier of the California's Blueprint for a Safer Economy. Therefore, it is recommended that the City Council extend the local emergency for an additional period of 60 days.

On May 13, 2020, the City Council also adopted Resolution No. 2020-31-2131, which authorized the continuance of the payments of stipends to the Parks and Recreation and Senior Citizen Commissioners for meetings canceled due to COVID-19, through the end of FY 2019-20. Resolution No. 2020-56-3166, adopted on July 22, 2020, authorized the continuance of payment of stipends for canceled meetings to the Parks and Recreation and Senior Citizen Commissions through the end of the 2020 calendar year. The Senior Citizen resumed regular meetings in a virtual setting in February 2021. The Senior Citizen Commission January 25, 2021 regular meeting was not held due to the COVID-19 pandemic. Members of the Senior Citizen Center were not eligible to receive a stipend for the January 25, 2021 regular meeting because Resolution No. 2020-56-3166 only authorized payment of stipends for canceled meetings to the Parks and Recreation and Senior Citizen Commissions through the end of the 2020 calendar year.

It is also recommended that the City Council retroactively authorize the payment of stipends to the Senior Citizen Commission members for the January 25, 2021, meeting canceled due to COVID-19.

Fiscal Impact:

There is no fiscal impact at this time in approving the 60-day extension of the COVID-19 local emergency. The payment of stipends for the Senior Citizen Commissioners is

included in the approved FY 2020-21 budget; therefore, adoption of this resolution will not cause an added fiscal impact to what is already budgeted.

Attachment: Resolution No. 2021-22-3234

RESOLUTION 2021-22-3234

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC WITHIN THE CITY OF IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44 AND RETROACTIVELY AUTHORIZING PAYMENT OF STIPENDS TO MEMBERS OF THE SENIOR CITIZEN COMMISSION FOR THE JANUARY 25, 2021 MEETING CANCELED DUE TO COVID-19

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

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

WHEREAS, on March 18, 2020, the City Council adopted Resolution No. 2020-18-3178, pursuant to Chapter 2.44 of the Irwindale Municipal Code, which confirmed the March 12, 2020 declaration by the Director of Emergency Services of a local emergency related to the COVID-19 Pandemic COVID-19; and

WHEREAS, On May 13, 2020 (Resolution No. 2020-32-3137), July 22, 2020 (Resolution No. 2020-58-3218), September 9, 2020 (Resolution No. 2020-71-3231), October 28, 2020 (Resolution No. 2020-81-3241), and January 10, 2021 (Resolution No. 2021-02-3264), the City Council reviewed and extended the local emergency due to the continued existence of conditions of extreme peril caused by the effects of COVID-19; and

WHEREAS, On May 13, 2020, the City Council also adopted Resolution No. 2020-31-2131, which authorized the continuance of the payments of stipends to the Parks and Recreation and Senior Citizen Commissioners for meetings that were canceled due to COVID-19, through the end of Fiscal Year 2019-2020; and

WHEREAS, On July 22, 2020, the City Council adopted Resolution No. 2020-56-3166, which authorized the continuance of payment of stipends for canceled meetings to the Parks and Recreation and Senior Citizen Commissions through the end of the 2020 calendar year; and

WHEREAS, Resolution No. 2020-56-3166 authorized payment of stipends for canceled meetings to the Parks and Recreation and Senior Citizen Commissions through the end of the 2020 calendar year, which does not include the Senior Citizen Commission January 25, 2021 regular meeting; and

WHEREAS, the Senior Citizen Commission resumed regular meetings in a virtual setting in February 2021; and

WHEREAS, as of March 2, 2021, Los Angeles County remained in the purple/widespread tier, the most restrictive tier of the California's Blueprint for a Safer Economy; and

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

WHEREAS, the City Council of the City of Irwindale also desires to retroactively authorize the payment of stipends to the Senior Citizen Commission members for the January 25, 2021, meeting canceled due to COVID-19.

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

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

SECTION 2. The City Council does hereby extend the City's proclamation of local emergency due to COVID-19, as last ratified by the City Council in Resolution No. 2021-02-3264 on January 10, 2021, for a period of 60 days.

SECTION 3. The City Council authorizes the payment of stipends to the Senior Citizen Commission members for the January 25, 2021 meeting that was canceled due to COVID-19.

SECTION 4. For the duration of the statewide emergency, Governor Newsom has waived the requirement of Government Code Section 8630 that the City Council review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. If this declaration of local emergency extends for more than the duration of the statewide emergency declared for COVID-19, City Staff are directed to thereafter return this item for City Council review of the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency.

SECTION 5. 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 6. This Resolution shall take effect immediately and shall be published and promulgated in a widespread manner as is reasonably feasible under the conditions prevailing during this local emergency. A copy of this Resolution shall be forwarded to the

Los Angeles County Operational Area Coordinator for transmission to California Emergency Management Agency.

PASSED, APPROVED AND ADOPTED this 10th day of March 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-22-3234 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 10th day of March, 2021 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk

CC Item 2C

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

City of IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: 10-Acre Parcel on east side of Allen Drive

City Manager's Recommendation:

(1) Review and discuss the designated uses of this parcel; and

(2) Provide direction to staff.

Administrative Action:

Prepared / Submitted by:

Marilyn Simpson, Community Development Manager/City Planner

Marilyn Simpson

Reviewed by:

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

Eva Carreon, Finance Director / City Treasurer — **Electronically reviewed**

Approved by:

William K. Tam, City Manager

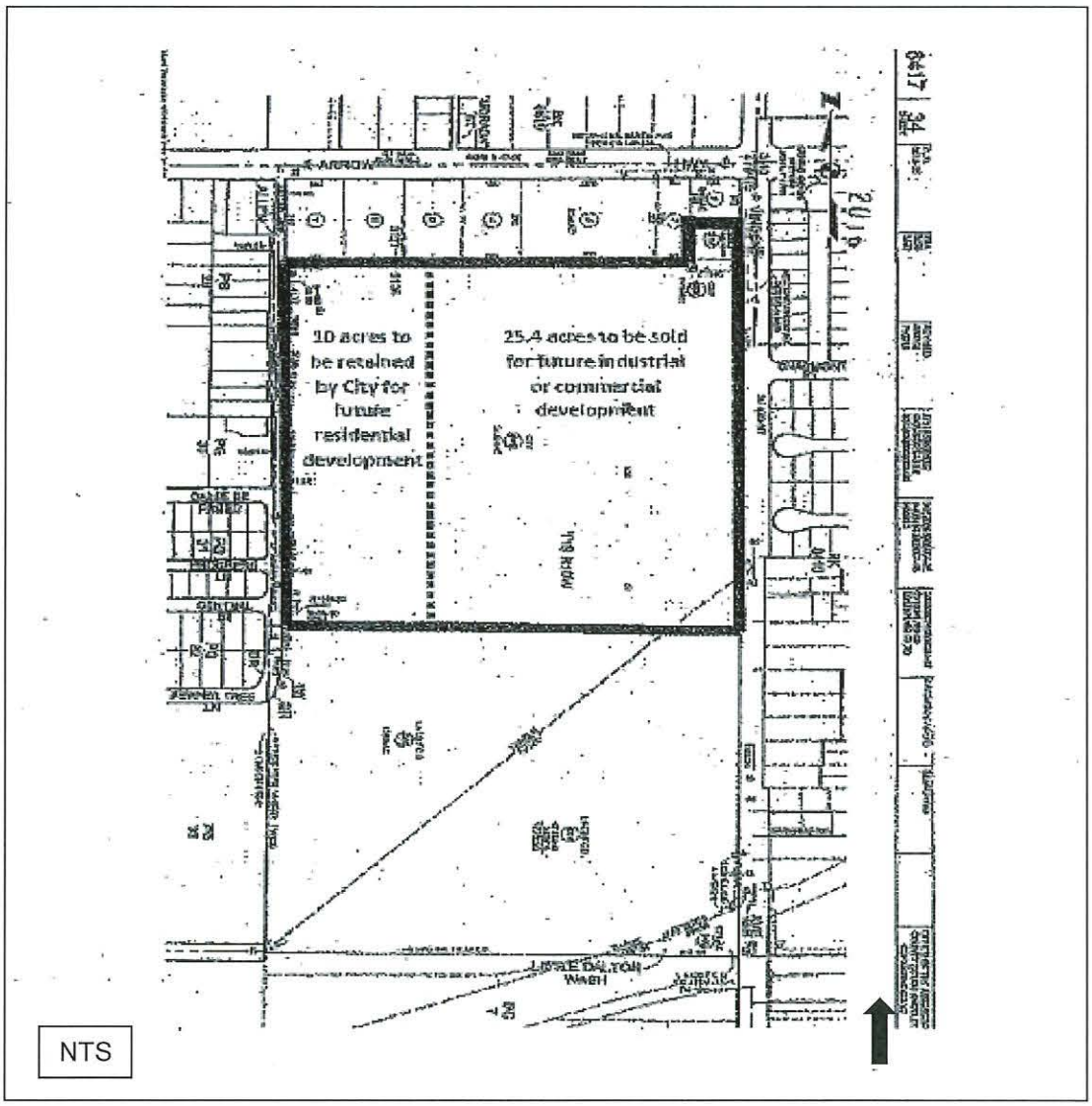
Background and Analysis:

The City owned 10-acre parcel on Allen Drive was a portion of the abandoned Irwindale Manning Pit property (Site) owned by the former Irwindale Community Redevelopment Agency (ICRA). In 2007, the ICRA began remediation of the Site, including removal of contaminated soils and filling the abandoned mine pit. The remediation and filling of the pit was completed in 2019, and the Site closure process involving all affected outside agencies,

is anticipated to be done in 2021. The Site is zoned M-2 (Heavy Manufacturing) and the General Plan designation is Industrial/Business Park and Residential.

Due to the dissolution of the ICRA in 2012, the City purchased the Manning Pit property from ICRA in order to continue with the remediation and filling of the pit to accomplish future development of the site. In 2015, City Council sold 25.4 acre of the Irwindale Manning Pit Property to a developer in order to secure sufficient funding to complete the remediation and filling the pit. The 10-acre parcel was retained by the City for future housing development and is shown in the July 2013 Housing Element as part of the Town Center Residential Neighborhood.

The site map below from the Purchase and Sale Agreement (PSA) for the Manning Pit illustrates the 10-acre and 25.4-acre parcels:



The PSA specified that the Manning Pit Site be graded to include the 10-acre residential portion. Additionally, a future landscape buffer is to be provided and maintained between the 25.4-acre and 10-acre sites.

On February 10, 2021, Councilmember Ambriz requested that staff bring forward a report for Council consideration to review and discuss the designated use of the City owned 10-acre Parcel.

This report will be supplement by a verbal presentation by staff regarding certain aspects of the Surplus Land Act (AB 1486) and the Surplus Land: Inventory (AB 1255) reporting requirement that may have impacts on the future use of this parcel.

Staff recommends City Council review the designated use of this City owned 10-acre parcel and provide direction to staff.

Fiscal Impact:

There is no fiscal impact associated with this action.

CC Item 2D

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

City of IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Acceptance and Appropriation of the 2020 Local Early Action Planning (LEAP) Grants Program Grant

City Manager's Recommendation:

1) Adopt Resolution No. 2021-26-3238, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE LOCAL EARLY ACTION PLANNING GRANT IN THE AMOUNT OF $65,000 FOR THE USE OF PROJECTS THAT WILL FACILITATE COMPLIANCE WITH THE 6TH CYCLE OF THE REGIONAL HOUSING NEEDS ASSESSMENT"

Administrative Action:

Submitted & Prepared by:

Marilyn Simpson, AICP, Community Development Manager / City Planner
(626) 430-2209

Marilyn Simpson

Reviewed by:

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

Eva Carreon, Finance Director / City Treasurer — **Electronically reviewed**

Approved by:

William K. Tam, City Manager

DISCUSSION & BACKGROUND:

In June 2020, the City Council approved Resolution No. 2020-44-3154, authorizing the City Manager to submit a Local Early Action Planning grant ("LEAP Grant") application to the California Department of Housing & Community Development (HCD). The LEAP Grant is intended to provide funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the 6th cycle of the regional housing needs assessment. Based on population size, the City of Irwindale qualified for a grant award up to $65,000.

In September 2020, the California Department of Housing and Community development (Department notified the City that the grant application met LEAP program requirements and conditionally approved funding under the Local Early Action Planning Grants Program (LEAP Program). HCD determined that the City would be awarded the maximum award of $65,000.

On January 19, 2021, HCD approved the standard agreement between the State and the City authorizing use of the LEAP grant funds for the projects proposed in the application. Those projects included:

Project 1: <u>Rezone to Permit By-Right Housing</u>
The residential neighborhood on the northwest side of Irwindale, known as the Alice Rodriguez neighborhood, the residential area has an M-1 (Light Manufacturing) zoning designation. Revise zoning to R-1, Single Family Residential. The current zoning inconsistency creates a legal nonconforming situation that prohibits expansion of the homes and construction of accessory dwelling units on the properties.

Project 2: <u>Infrastructure Analysis for Infill Residential Development</u>
The City will conduct an infrastructure analysis for expansion of sewer, water, and other utilities to support new infill housing development adjacent to the City's town center. The area is identified in the Housing Element as the 10-acre site along Allen Drive. The infrastructure analysis will help expedite the planning and construction of new housing in this area.

Project 3: <u>New Electronic Permitting System</u>
The City proposed to replace the current manual permitting system with an electronic permitting system to expedite the review and approval of development submittals.

The next step is authorization to accept and appropriate the amount of $65,000 to begin implementation of the proposed projects listed above, prepare planning documents, and process improvements to facilitate compliance with Irwindale's regional housing needs assessment obligations.

FISCAL IMPACT

Adoption of Resolution No. 2021-26-3238 will authorize staff to appropriate the LEAP Grant funds of $65,000 into revenue and expenditure accounts in the City's State Grant Fund (Fund 35). These grant funds may then be spent on the projects listed above,

thereby saving General and Housing Funds, which would have otherwise funded these costs.

Attachment(s):
A – CC Resolution No. 2021-26-3238
B – HCD Letter dated September 22, 2020

ATTACHMENT "A"

RESOLUTION NO. 2021-26-3238

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE LOCAL EARLY ACTION PLANNING GRANT IN THE AMOUNT OF $65,000 FOR THE USE OF PROJECTS THAT WILL FACILITATE COMPLIANCE WITH THE 6TH CYCLE OF THE REGIONAL HOUSING NEEDS ASSESSMENT

WHEREAS, The California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program; and

WHEREAS, in June of 2020, the City of Irwindale's (City) Community Development Department applied for a grant from the HCD's Local Early Action Planning Grants Program (LEAP Grant) in the Amount of $65,000; and

WHEREAS, on September 22, 2020, the HCD notified the City it has been conditionally awarded the LEAP Grant in the amount of $65,000; and

WHEREAS, on January 19, 2021, the HCD approved the standard agreement between the State and the City authorizing use of the LEAP grant funds for the projects proposed in the application and thereby awarding the City $65,000, the full amount eligible for the City of Irwindale; and

WHEREAS, the City's LEAP grant application requested funds for proposed projects related to residential development, including rezoning to reconcile a zoning inconsistency regarding housing, infrastructure analysis for infill residential development, and a new electronic permitting system to expedite development submittals; and

WHEREAS, the City Council desires to accept and appropriate the LEAP grant funds in the amount of $65,000 for the above listed projects. .

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRWINDALE AS FOLLOWS:

SECTION 1. The recitals of this Resolution are true and correct.

SECTION 2. The City Council does hereby approve the recording of the LEAP Grant revenue into the City's State Grant Fund 35 for $65,000, and the appropriation of LEAP Grant expenditures for $65,000 for the projects identified in the LEAP Grant application.

SECTION 3. City staff shall submit quarterly reimbursement requests based on invoices for studies, services, and materials used in the preparation of the housing related documents, projects and services pursuant to the State of California – Department of General Services Standard Agreement No. 20-LEAP-15256.

SECTION 4. This Resolution shall take effect immediately and the Chief Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 10th day of March 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-26-3238 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 10th day of March 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT "B"

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

September 22, 2020

William K. Tam
City Manager
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706

RE: 2020 Local Early Action Planning (LEAP) Grants Program Award

Dear William K. Tam:

The California Department of Housing and Community Development (Department) is pleased to announce that the City of Irwindale has been approved for funding under the Local Early Action Planning Grants Program (LEAP Program). The Department has determined that the application submitted in response to the Notice of Funding Availability released on January 27, 2020, meets LEAP Program requirements. This letter constitutes a conditional commitment of an award in the amount of $65,000.

The LEAP Program reflects the state's commitment to work in partnership with local governments to address California's critical housing needs. Local governments are using the grant awards for the preparation and adoption of planning documents, process improvements that accelerate housing production, and to facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

Congratulations on your successful application. Staff will be contacting you shortly to initiate the process of the Standard Agreement for fund distribution. For further information, please contact Fidel Herrera, of our staff, at (916) 263-7441 or at fidel.herrera@hcd.ca.gov.

Sincerely,

Gustavo Velasquez
Director

CC Item 4A

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

City of
IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Development of a Legislative Platform for the City of Irwindale

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City Manager's Recommendation:

That the City Council receive the overview report relating to the development of a Legislative Platform for the City of Irwindale, discuss and provide direction.

Administrative Action:

Prepared/Submitted by:

Theresa Olivares, Assistant City Manager

Reviewed by:

Adrian Guerra, City Attorney — Electronically Approved

Eva Carreon, Finance Director / City Treasurer — Electronically Approved

Approved by:

William K. Tam, City Manager

Purpose:
The objective of the Legislative Platform is for the City Council to adopt official City positions on legislative issues and guide advocacy efforts at the state and federal level. The Legislative Platform contains broad policy statements pertaining to a variety of issues that affect the City of Irwindale. The City Manager's office will annually update the Legislative Platform, taking into account new issues or priorities as they relate to the City of Irwindale and its municipal interests.

Platform Overview:
The Legislative Platform provides a streamlined process for the City Council, City Manager, City staff, and the City's legislative advocates to act in a timely manner in response to legislative proposals. The Legislative Platform is adopted annually and provides an opportunity to identify priority areas of interest for the City, which benefit the community. The Legislative Platform is developed and maintained using legislative positions taken by the City Council, input from the City Council and City staff, research of current law and pending legislation, and discussions with local legislative staff in consultation with the City's legislative advocate.

When a response to state and federal legislation arises, staff composes letters outlining the City's position. These letters include one of the following positions: support, support if amended, oppose, oppose unless amended, neutral, or watch. Legislation that is consistent with the Legislative Platform are reviewed, approved and signed by the Mayor, Mayor Pro Tem, or City Manager. In addition, legislative positions that are deemed time-sensitive and are consistent with the Legislative Platform may be approved and signed by the City Manager when the Mayor and Mayor Pro Tem are unavailable. Once approved, a position letter is sent to the bill's author, the City's legislative advocate, and other stakeholders as deemed appropriate by staff, and a copy of the letter is distributed to the City Council. Legislation that is inconsistent with or silent in the City's Legislative Platform may be placed on a public meeting agenda for consideration by the City Council.

Legislative Positions:
Support – A support position indicates to the corresponding legislature, regulatory agencies, and other stakeholders, that the City of Irwindale is in favor of the legislation in question. A support position may include the following resources: position letters, councilmember testimony to committees, and meetings/phone calls with members of the legislature and/or regulatory agency.

Support if Amended – A support if amended position indicates to the corresponding legislature, regulatory agencies, and other stakeholders, that the City of Irwindale is in favor of the legislation in question, if the requested changes are adopted. A support if amended position may include the following resources: position letters, councilmember testimony to committees, and meetings/phone calls with members of the legislature and/or regulatory agency.

Neutral – A neutral position indicates to the corresponding legislature, regulatory agencies, and other stakeholders, that the City of Irwindale is impartial on the legislation in question and does not wish to take a position.

Oppose – An oppose position indicates to the corresponding legislature, regulatory agency, and other stakeholders that the City of Irwindale is against the legislation in question. An oppose position may include the following resources: position letters, councilmember testimony to committees, and meetings/phone calls with members of the legislature and/or regulatory agency.

Oppose Unless Amended – An oppose unless amended position indicates to the corresponding legislature, regulatory agencies, and other stakeholders, that the City of Irwindale is against the legislation in question, unless the requested changes are adopted. An oppose unless amended position may include the following resources: position letters, councilmember testimony to committees, and meetings/phone calls with members of the legislature and/or regulatory agency.

Watch – A watch position indicates to the corresponding legislature, regulatory agencies, and other stakeholders, that the City of Irwindale is dedicating resources to monitor the legislation in question.

Guiding Principles:

1. Preserve Local Control
   Preserve and protect the City's Charter powers, duties, and right to enact legislation and policy direction concerning local affairs and to oppose legislation that deters local authority.

2. Promote Fiscal Stability
   Support measures that promote fiscal stability, predictability, and financial independence. Support measures that preserve the City's revenue base and local control over local government budgeting. Oppose measures that shift local control and funds to the county, state, or federal governments without offsetting benefits.

3. Support Funding Opportunities
   Support opportunities that allow the City to compete for its fair share of regional, state, and federal funding. Opportunities to include competitive grants and dedicated funding streams at the regional, state, and federal levels that allow the City to maximize local revenues, offset and leverage capital expenditures, and maintain city goals and standards.

4. Regional Collaboration and Cooperation
   Leverage the City's ability to preserve local control, promote fiscal stability, and support funding opportunities through collaboration with municipalities, local government agencies, special distracts, regional government agencies / organizations, and local, state, and federal elected representatives.

General Area of Review

1. Administrative Services – Elections, Brown Act, Public Records, Political Reform Act, Conflict of Interest and Open and Transparent Government
2. Community Services – Arts, Cultural Resources, Public Parks/Recreation Facilities, Public Libraries, Seniors and Healthy Cities
3. Economic Development – Economic Development, Redevelopment and Job Creation
4. Employee and Labor Relations – Labor Relations, Employee Relations and Human Services
5. Environment – Air, Water and Water Quality, Climate Change, CEQA, Energy Efficiency, Recycling, Solid Waste Management, Hazardous Materials and Utilities
6. Fiscal Responsibility - Finance Administration, Taxation Reform, General and Special Revenue, and Revenue Sources at the Federal, State and Local Levels
7. Housing, Community Development, and Planning - Housing, Land Use, Development and Building Standards
8. Public Safety – Housing, Land Use, Development and Building Standards
9. Transportation – Transpiration, Construction and Telecommunications and General Public Works Related Areas

This report will be supplemented by a PowerPoint Presentation.

Fiscal Impact:
None

CC Item 4B

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

City of
IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Report on Pending Legislation

City Manager's Recommendation:

That the City Council:

1. Authorize the Mayor to execute and send a letter of opposition unless amended to SB 9 (Atkins) Housing Development Approvals.
2. Retroactively approve a letter executed by the Mayor in support of H.R. 1319 American Rescue Plan Act of 2021.

Administrative Action:

Prepared/Submitted by:

Theresa Olivares, Assistant City Manager

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Eva Carreon, Finance Director / City Treasurer — Electronically Approved

Approved by:

William K. Tam, City Manager

Background and Analysis:

The League of California Cities is encouraging cities to submit letters for the following:

1. SB 9 (Atkins) Housing Development Approvals. Duplexes and Lot Splits
   Recommendation: Oppose unless amended

2. H.R. 1319 American Rescue Plan Act of 2021. Support for Federal Relief Package for Cities
   Recommendation: Support

SB 9 (Atkins) HOUSING DEVELOPMENT APPROVALS

Requires local governments to 1) ministerially approve a housing development that contains two residential units in single-family residential zones; 2) allow a developer to convert an existing single-family home into a duplex and then add an accessory dwelling unit (ADU) and a junior accessory dwelling unit (JADU) on the same parcel; and 3) ministerially approve a single-family lot split, creating two lots, and allowing the construction of one single-family home, one ADU, and one JADU on each lot for a total of six units on a parcel originally zoned for one single-family home.

Housing development under these conditions will not require adequate access for police, fire and other public safety vehicles and equipment. Additionally, cities will not be able to take into account lot dimensions, natural hazards, available infrastructure when approving or denying housing project applications.

Recommendation: Attached to this report is a draft opposition unless amended letter prepared for the Mayor's signature.

H.R. 1319 AMERICAN RESCUE PLAN ACT OF 2021

The American Rescue Plan Act of 2021 (H.R. 1319) includes $250 billion in direct and flexible funding for state and local governments, of which Irwindale's allocation is estimated at $272,178. H.F. 1319 is approved by the U.S. House of Representatives and the Senate is expected to vote no later than March 14, 2021.

Recommendation: Due to the urgency of this item, the attached support letter was executed by the Mayor on March 4, 2021.

Fiscal Impact:
None

Attachment:

1. SB 9 (Atkins) Letter
2. H.R. 1319 American Rescue Plan Act of 2021 Letter

CITY LETTERHEAD

March 10, 2021

The Honorable Toni Atkins
President pro Tempore, California State Senate
State Capitol Building, Room 205
Sacramento, CA 95814

RE: SB 9 (Atkins) Increased Density in Single-Family Zones
Oppose Unless Amended (As Introduced 12/7/2020)

Dear Senate President pro Tempore Atkins,

The City Irwindale writes to express an Oppose Unless Amended position on your SB 9, which would require a local government to ministerially approve a housing development containing two residential units in single-family residential zones. Additionally, this measure would require local governments to ministerially approve urban lot splits.

SB 9 as currently drafted would not spur housing construction in a manner that supports local flexibility, decision-making, and community input. State driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements that are certified by the California Department of Housing and Community Development (HCD).

The City of Irwindale requests the following amendments in order to address our concerns and remove our opposition:

- Clarify that a property owner using SB 9 is limited to constructing two residential units, not two residential units and additional accessory dwelling units (ADUs) on the same parcel;
- Require a housing developer to acquire a building permit within one year of a lot split, so that speculators do not sell lots and never build homes;
- Allow local governments to require adequate access for police, fire and other public safety vehicles and equipment;
- Prohibit developers from using SB 9 in very high fire hazard severity zones;
- Allow cities to determine a range of lot sizes suitable for SB 9 development projects;
- Ensure HCD provides Regional Housing Needs Allocation (RHNA) credit for production of SB 9 units;
- Allow local governments to take into account local conditions such as hillsides, lot dimensions, natural hazards, available infrastructure, etc. when approving or denying housing project applications;
- Allow local governments to continue to determine parking standards; and
- Ensure large-scale investors and builders do not exploit SB 9 provisions.

The City of Irwindale is committed to being part of the solution to the housing shortfall across all income levels and will continue to work collaboratively with you to spur much needed housing construction. Thank you for considering the above amendments.

For these reasons, the City of Irwindale opposes SB 9 (Atkins) and will reconsider if amended. If you have any questions, please contact Theresa Olivares, City Manager's Office at (626) 430-2294 or tolivares@irwindaleca.gov.

Sincerely,

H. Manuel Ortiz
Mayor

cc. Irwindale City Council
Senator Susan Rubio
Assembly Member Blanca E. Rubio
Jennifer Quan, League of California Cities Regional Public Affairs Manager

DRAFT

March 4, 2021

The Honorable Congresswoman Grace F. Napolitano
U.S. House of Representatives
Washington, DC 20515

RE: Support for Federal Relief Package for Cities

Dear Representative Napolitano:

The City of Irwindale writes today to offer our strong endorsement of the budget reconciliation language providing $350 billion in direct and flexible aid for our states, cities, counties, tribes, and territories. We encourage the U.S. House of Representatives to swiftly pass this urgently needed aid and distribute it to cities immediately.

Our country's economic crisis from the pandemic is not over, and our cities are still waiting to receive meaningful levels of federal aid. By separating, and ultimately dropping, state and local aid from the omnibus appropriations and emergency spending bill in December, Congress has injected significant uncertainty into the capability of local governments to carry out their operations, just as a third wave of COVID-19 infections threatened to spread uncontrollably.

Based on the most recently available fiscal data and updated survey results from the National League of Cities, municipal governments nationwide are facing a $90 billion shortfall to their current year revenues.

For nearly a year, California cities have been on the front lines taking action to protect their residents and maintain the delivery of essential city services, despite the substantial unplanned expenses and revenue shortfalls caused by the pandemic. Cities are managing resources to support the efforts of first responders, coordinating regionally with other leaders across jurisdictional lines, enacting difficult and fiscally challenging emergency measures to slow the coronavirus epidemic, passing ordinances to limit the worst economic outcomes for residents and small businesses on the margins, and spending as necessary to protect public health and the economy in this extraordinary time. Irwindale continues to maintain continuity of services to the public and business community. Preserving the workflow and workforce to address public safety, sustaining the City's infrastructure and environment for the public's benefit, supporting development demands, and offering community service programs.

At the same time, the still urgent, unmet need for federal aid has struck at the heart of local capacity to both carry out emergency response and participate in economic recovery. Without support, cities have been forced to cut budgets, services, and jobs. Sadly, across the state, more than 165,000 local government jobs have already been lost during the pandemic. The City of Irwindale has faced severe fiscal impacts resulting from the pandemic due to significant revenue losses, as well as increased operational expenditures in its efforts to reduce the spread of

COVID-19. In the past year alone, this City's fiscal impact has exceeded $3 million, which equates to approximately 17% of its General Fund Budget. Revenues losses include substantially reduced tax revenues, user fees, and interest income. Tax revenue levels are not expected to return to pre-pandemic levels in the near future, which will continue to create budget challenges over the coming years. Additionally, long-term impacts of the drop in the economy and reduced interest rates will continue to negatively impact all cities for years to come, in the form of steep increases to pension costs and unfunded accrued liabilities.

Without additional emergency funding in appropriate, fair, and equitable allocations for all cities, counties, and states, a preventable setback to response, recovery, and vaccination distribution, will be unavoidable. We urge you to maintain the following provisions in the reconciliation bill to reverse the fiscal shortfalls resulting from the pandemic:

- Emergency funding should be fair and appropriate for each and every local government, with no minimum population threshold for eligibility.
- Aid should be directly allocated through familiar and proven government revenue sharing programs.
- Entanglement of state and local funding should be minimized.

To be clear, our cities are not asking for a "bail-out" of local governments. Rather, we are seeking an emergency lifeline so local governments can delay and ultimately avoid making temporary cuts permanent at a time when our communities need local services most, laying-off furloughed city and county employees who comprise a large share of America's middle class, and indefinitely cancelling capital projects that will further impact economic recovery.

Ultimately, we are seeking emergency federal assistance that will ensure local leaders are part of the solution to our country's economic recovery.

We appreciate the thoughtful work of the drafting committees to ensure that aid to our states, cities, counties, tribes, and territories will be distributed fairly, so communities of all sizes can receive the help they need. As the House and Senate consider this legislation we ask that you maintain the $350 billion fund that will get aid quickly to all corners of the country including your constituents.

Sincerely,

H. Manuel Ortiz
Mayor

Cc: Irwindale City Council
Jennifer Quan, League of California Cities Regional Public Affairs Manager
League of California Cities, SupportLocalRecovery@cacities.org

March 4, 2021

The Honorable Dianne Feinstein
U.S. Senate
331 Hart Senate Office Building
Washington, D.C. 20510

The Honorable Alex Padilla
U.S. Senate
B03 Russell Senate Office Building
Washington, D.C. 20510

RE: Support for Federal Relief Package for Cities

Dear Senators Feinstein and Padilla:

The City of Irwindale writes today to offer our strong endorsement of the budget reconciliation language providing $350 billion in direct and flexible aid for our states, cities, counties, tribes, and territories. We encourage the U.S. Senate to swiftly pass this urgently needed aid and distribute it to cities immediately.

Our country's economic crisis from the pandemic is not over, and our cities are still waiting to receive meaningful levels of federal aid. By separating, and ultimately dropping, state and local aid from the omnibus appropriations and emergency spending bill in December, Congress has injected significant uncertainty into the capability of local governments to carry out their operations, just as a third wave of COVID-19 infections threatened to spread uncontrollably.

Based on the most recently available fiscal data and updated survey results from the National League of Cities, municipal governments nationwide are facing a $90 billion shortfall to their current year revenues.

For nearly a year, California cities have been on the front lines taking action to protect their residents and maintain the delivery of essential city services, despite the substantial unplanned expenses and revenue shortfalls caused by the pandemic. Cities are managing resources to support the efforts of first responders, coordinating regionally with other leaders across jurisdictional lines, enacting difficult and fiscally challenging emergency measures to slow the coronavirus epidemic, passing ordinances to limit the worst economic outcomes for residents and small businesses on the margins, and spending as necessary to protect public health and the economy in this extraordinary time. Irwindale continues to maintain continuity of services to the public and business community. Preserving the workflow and workforce to address public safety, sustaining the City's infrastructure and environment for the public's benefit, supporting development demands, and offering community service programs.
At the same time, the still urgent, unmet need for federal aid has struck at the heart of local capacity to both carry out emergency response and participate in economic recovery. Without

support, cities have been forced to cut budgets, services, and jobs. The City of Irwindale has faced severe fiscal impacts resulting from the pandemic due to significant revenue losses, as well as increased operational expenditures in its efforts to reduce the spread of COVID-19. In the past year alone, this City's fiscal impact has exceeded $3 million, which equates to approximately 17% of its General Fund Budget. Revenues losses include substantially reduced tax revenues, user fees, and interest income. Tax revenue levels are not expected to return to pre-pandemic levels in the near future, which will continue to create budget challenges over the coming years. Additionally, long-term impacts of the drop in the economy and reduced interest rates will continue to negatively impact all cities for years to come, in the form of steep increases to pension costs and unfunded accrued liabilities.

Without additional emergency funding in appropriate, fair, and equitable allocations for all cities, counties, and states, a preventable setback to response, recovery, and vaccination distribution, will be unavoidable. We urge you to maintain the following provisions in the reconciliation bill to reverse the fiscal shortfalls resulting from the pandemic:

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- Aid should be directly allocated through familiar and proven government revenue sharing programs.
- Entanglement of state and local funding should be minimized.

To be clear, our cities are not asking for a "bail-out" of local governments. Rather, we are seeking an emergency lifeline so local governments can delay and ultimately avoid making temporary cuts permanent at a time when our communities need local services most, laying-off furloughed city and county employees who comprise a large share of America's middle class, and indefinitely cancelling capital projects that will further impact economic recovery.

Ultimately, we are seeking emergency federal assistance that will ensure local leaders are part of the solution to our country's economic recovery.

We appreciate the thoughtful work of the U.S. House of Representatives so communities of all sizes can receive the help they need. As the Senate considers this legislation we ask that you maintain the $350 billion fund that will get aid quickly to all corners of the country including your constituents.

Sincerely,

H. Manuel Ortiz
Mayor

Cc: Irwindale City Council
Jennifer Quan, League of California Cities Regional Public Affairs Manager
League of California Cities, SupportLocalRecovery@cacities.org

SA Item 1A1

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

FEBRUARY 24, 2021
WEDNESDAY
9:44 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

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

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

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held January 27, 2021
2) Regular meeting held February 10, 2021

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved

END OF CONSENT CALENDAR

PUBLIC HEARINGS

ITEM NO. 3A
"MRF" & "TS" PROJECT

MATERIALS RECOVERY FACILITY & TRANSFER STATION PROJECT INCLUDING: CERTIFICATION OF THE 2020 FINAL ENVIRONMENTAL IMPACT REPORT (SCH#2013051029); AND APPROVAL OF A DISPOSITION AND DEVELOPMENT AGREEMENT; GENERAL PLAN AMENDMENT NO. 02-2016; ZONE ORDINANCE AMENDMENT NO. 04-2016; DEVELOPMENT AGREEMENT NO. 02-2016; CONDITIONAL USE PERMIT NO. 08-2016; SITE PLAN & DESIGN REVIEW (DA) NO. 06-2016; AND A

FRANCHISE & FACILITY OPERATIONS AGREEMENT FOR THE DEVELOPMENT OF THE PROJECT LOCATED AT 2200 ARROW HIGHWAY (APN: 8535-001-911) (Joint Public Hearing item which was discussed concurrently with City Council Agenda Item 3B)

CITY PLANNER SIMPSON

City Planner Simpson presented the staff report. She also advised that correspondence was received from the both the City of Baldwin Park, and Baldwin Park's attorney, and that copies of the correspondence have been placed on the dais for the Council/Successor Agency to review.

JEFF HARVEY

Jeff Harvey, the environmental consultant selected to prepare the project's CEQA documents, made a presentation wherein he advised that the court has rejected most of the claims to the project's environmental impact review ("EIR"), but noted that it ordered the examination of four issues: 1) fueling operations for all vehicles that would utilize and service the MRF, 2) greenhouse gas emissions, 3) transportation and energy use, and 4) project-specific health risks that relate to regional pollutants and produce ozone.

Mr. Harvey advised that the 2020 recirculated EIR revised only the portions of the original document that the court had said were not adequate or needed to be addressed. The revision was open for public comments for 45 days, during which six comment letters were received. Each of those letters were responded to, and all the documents were included as part of the final 2020 EIR. Baldwin Park's attorney subsequently submitted an additional comment letter at a Planning Commission meeting, which, in staff's opinion, raised issues that have already been extensively addressed in the 2020 final EIR. Key topics raised in the letter involved the greenhouse gas methodology utilized in the 2020 document, truck fueling and greenhouse gas emissions, questions about non-Athens trucks that may bring materials to the MRF, the construction schedule, project description, and site plan.

In the letter, it was suggested that truck fueling trips were not included in the greenhouse gas analysis. However, they actually were included and it was shown where they were included. A suggestion was made that non-Athens trucks would bring materials to the MRF and should be limited to only compressed natural gas ("CNG") trucks. However, Athens has no way to control self-haulers and other haulers that visit the site, and it would be detrimental if it were restricted to only CNG vehicles.

It was also alleged that the construction schedule had been changed. However, this is also incorrect, and remains the same. It was also suggested that the site plan had changed. However, the site plan has not changed and remains the same since it was approved as part of the 2017 addendum to the 2016 EIR.

Mr. Harvey then summarized the 2020 recirculated EIR. He further stated that questions had been raised about whether the convenience store gas station would be used by all the waste hauling/collection trucks. It was clarified in the 2020 recirculated EIR that they would not, since the commercial waste hauling trucks would fuel off-site. Further, there is no CNG fueling on the property for the hauling/collection trucks. The public gas station is the same as any other convenience store gas station, and will service only public vehicles that pass by. Therefore, there are no adverse impacts to fueling operations.

PAUL MILLER

Paul Miller, who collaborated on the environmental study with Mr. Harvey, spoke on the analysis of greenhouse gas emissions. He spoke on the threshold used by the South Coast Air Quality Management District ("SCAQMD") uses for its project, namely, 10,000 metric tons of greenhouse gasses per year. This threshold was previously used by the City of Azusa for its CEQA review of the Waste Management MRF in Azusa. However, it was decided to utilize the more conservative "net-zero" threshold in this project, which would emit the same or fewer greenhouse gas emissions as the existing condition, and no impact would occur. In the analysis, staff detailed information from Athens's current waste market and the expected waste market for the future.

The 2020 recirculated EIR explains that the new MRF/TS would not generate any new waste in the Los Angeles region. Rather, it would reduce the length of existing haul trips by adding a new facility in the area that is near existing waste-generating markets, as well as being near the Vincent Yard in Irwindale where the vehicles are currently parked overnight. Because of these regional efficiencies, the EIR concluded that greenhouse gas emissions would be reduced as a result of the new Irwindale MRF and therefore, the project meets the more conservative net-zero threshold. As such, the conclusion is that greenhouse gas emissions would be reduced and there is no significant greenhouse gas impact, and no mitigation would be needed.

Next, Mr. Miller addressed transportation / energy use. He advised that this was not specifically analyzed in the previous EIR. Other aspects of energy were contained in the 2016 EIR and no revisions were necessary. Similar to the greenhouse gas analysis, this analysis recognized that the project would not generate new waste. Rather, it would process existing waste. The detailed analysis determined that the project would reduce about 1.7 million miles of vehicle travel every year when it runs at full capacity. This includes a 1.2 million mile reduction by collection trucks and self-haul truck trips, and a 500,000-mile reduction by transfer truck trips when compared to the existing setting. It was concluded that, based on regional efficiencies achieved by the operation of the project, there would be no adverse impacts caused by the projects transportation energy use.

JEFF HARVEY

Mr. Harvey noted that transportation / energy use, as a requirement to CEQA, was added to the CEQA guidelines in 2019, and did not exist when the report was prepared in 2014 and 2016.

PAUL MILLER

Mr. Miller then addressed health risk impacts. He advised that the 2020 recirculated EIR clarified that health risk impacts from diesel emissions were analyzed in the 2014 recirculated EIR, which concluded that the health risks from toxic air contaminants in all locations near the MRF would be less than significant. The court agreed that no additional work was needed for that analysis. Since then, Athens has further reduced the number of diesel vehicles, which are the ones that generate the most emissions. They will also not be using any Athens diesel vehicles in the Irwindale MRF/TS project.

However, in 2018, a legal decision was made that EIR's should analyze regional impacts from their significant air emissions of Nitrogen Oxides ("NOX") and Reactive Organic Gasses ("ROG"), which are precursor emissions to ozone, and describe the health impacts of said pollutants. Alternatively, if such an analysis were not feasible, an explanation would need to be provided. The 2020 recirculated EIR concluded that describing the health impacts on the air basin from NOX and ROG emissions is not technologically feasible for a project of this size relative to the whole air mass of the south coast air basin. This is explained in detail in Appendix 2 of the final EIR. It was concluded that there are no health impacts that were not disclosed in previous documents.

JEFF HARVEY

Mr. Harvey noted that the letter received today from Baldwin Park's attorney suggested that the analysis was confusing, and requested that Mr. Miller explain it.

PAUL MILLER

Mr. Miller advised that there are many ways to measure air pollutants. Emissions are the quantity of pollutants released into the air, and are typically measured in pounds per day, or tons per year. However, specific concentrations, such as a number of parts per million, or micrograms per cubic meter, have constant variations relative to time and location and are difficult to calculate. Total emissions, location of the emissions, meteorology, the presence of sunlight, and seasonal atmospheric conditions are all combined to determine the ultimate concentration and location of ozone downwind. Most emissions from this project are from mobile sources, which further complicates the issue. The main point about what Baldwin Park brought up is that there is no direct correlation between emissions and concentration.

JEFF HARVEY

Mr. Harvey stated that, in a nutshell, one is the measure of emissions from the project specific, and the other is the total capacity within the air basin. He then stated that the 2020 final EIR includes the 2020 recirculated draft EIR, responses to all comments received on that document, minor revisions made to the recirculated draft EIR, and all previous analyses that were confirmed by the court that were

contained in the 2014 draft EIR. Comments had been received on the 2014 document, which caused the preparation of a recirculated draft EIR in 2014 to address air quality, traffic, and alternatives. This resulted in the 2016 final EIR. In 2017, the applicant brought forward minor revisions to the site plan to make it more efficient in terms of operations, and these were included in the 2017 addendum to the 2016 final EIR. This comprises the totality of the CEQA package.

As detailed in the CEQA Findings of Fact, most project impacts are less than significant or can be mitigated to a level that is qualified as "less than significant." There were no new impacts identified in the 2020 EIR, and the complete Mitigation Monitoring Program identifies all measures that the applicant and city will be required to implement in order to avoid or minimize impacts.

However, even with all feasible mitigations, there are three impacts that are yet to be identified as being significant and unavoidable. The first relates to air quality: using the methodology that the SCAQMD asked us to use in 2014, we produced a "worst-case" analysis, where every truck trip associated with this project was treated as a brand new trip within the basin. This resulted with emissions levels that exceed threshold standards that cannot be mitigated, even with all the mitigation measures that would be implemented addressing air quality. The second relates to traffic on the I-605 freeway ramp. A number of mitigation measures are included, such as signalization and lane changes. However, this was also found to be significant and unavoidable because it is outside of the city's jurisdiction. The city cannot guarantee that the measures will be implemented; this would be up to Caltrans. And the third relates to noise: noise would exceed standards at the property boundary along Live Oak and Arrow Highway by more than 5 decibels, which is considered to be a significant noise increase. However, the noise impact would occur in areas where there are no sensitive receptors such as houses, hospitals, and schools, and the noise would not affect any residential district in Baldwin Park.

Due to the three significant and unavoidable impacts, being the same as were identified in the 2017 EIR that has already been approved, a Statement of Overriding Considerations was included as part of the packet.

CITY PLANNER SIMPSON

Planner Simpson added that his went before the Planning Commission at its meeting of January 20, 2021, where the commission voted unanimously to recommend that the City Council approve the project and certify the EIR. Additionally, the project has not changed, albeit there were minor modifications to the project agreements. She also pointed out a correction to the DDA, in the resolution numbers, and a title correction for the Chief Successor Agency Assistant.

RECESS	At 8:21 p.m., the Council/Successor Agency took a short recess.
RECONVENE	At 8:30 p.m., the Council/Successor Agency reconvened with all members present.
OPEN PUBLIC HEARING	At 8:34 p.m., Mayor Ortiz opened the Public Hearing for the City Council / Successor Agency.
GARY CLIFFORD	Gary Clifford, representing Athens Services, spoke in support of approval of the project and noted the benefits the project would create for the city.
DENA ZEPEDA	Dena Zepeda asked about an upcoming function to be held on Saturday.
CHRISTOPHER GUILLEN	Christopher Guillen, an attorney representing the City of Baldwin Park, noted that Baldwin Park has opposed the project for the past decade, and elaborated on the city's written comments explaining why they felt the project should not proceed.
DENA ZEPEDA	Dena Zepeda complained that the projects being approved by the Council are affecting individuals' health.
CLOSE PUBLIC HEARING	There being no additional speakers, Mayor Ortiz closed the public hearing at 8:40 p.m.
COUNCILMEMBER AMBRIZ	Councilmember Ambriz acknowledged the concerns raised over the project, but noted that the mitigation measures to be implemented serve to alleviate the concerns.
COUNCILMEMBER BRECEDA	Councilmember Breceda spoke on the need for projects such as this one that will enable the city to sustain the expensive programs that are provided to the residents as well as employee salaries and benefits. He also noted that a neighboring city is complaining about the project, while at the same time the traffic generated by their own businesses are impacting Irwindale streets, and that Irwindale is not being compensated for addressing these impacts.
COUNCILMEMBER GARCIA	Councilmember Garcia stated that any future issues could be addressed with Athens and spoke in support of approving the project.
MAYOR PRO TEM BURROLA	Mayor Pro Tem Burrola spoke on the project background and asked several clarifying questions, to which Planner Simpson advised that: 1) the project would be built in one phase over 18 months, 2) the dates by which the city will begin receiving revenue from the project would need to be updated by the City Attorney, and 3) construction at the site is anticipated to begin in fall of 2021.

CITY MANAGER TAM — City Manager Tam advised that payments to the city are contingent on approval of the project, construction of the project facilities, and the initiation of operations at the site.

MAYOR PRO TEM BURROLA — Responding to a question by Mayor Pro Tem Burrola, Planner Simpson reiterated that the project would produce revenue for the city once the construction of facilities is completed and the operation begins.

Mayor Pro Tem Burrola then asked about the necessary permits for the project.

OPEN PUBLIC HEARING — At 8:55 p.m., Mayor Ortiz reopened the Public Hearing for the City Council / Successor Agency.

GREG LOUGHNANE — Greg Loughnane, representing Athens, spoke on the company's commitment to the project and stated that they are eager to break ground before the end of the year.

MAYOR ORTIZ — Mayor Ortiz requested several building design implementations, such as: arches at the main entrance, arches on windows or panels near the front door of the facility, arches on the eastside and the main entrance of the convenience store, as well as on the windows that would be located beside the main door. He further requested that the roof over the fill-in area follow the city's Spanish motif. He also recommended palm trees be planted around the perimeter of the building, and the construction of a sidewalk on the north part of the project.

COUNCILMEMBER BRECEDA — Councilmember Breceda suggested installing lighting by the entry ways or the corners of the buildings, as well as illumination for the palm trees and possibly the sidewalks too. He also requested water features be installed.

GREG LOUGHNANE — Mr. Loughnane stated that Athens will follow design guidelines and that they are willing to consider the design requests made by the Council.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola asked about the type of technology that would be utilized at the site, to which Mr. Loughnane indicated that the project would utilize optical sorters, artificial intelligence robots, and negative air pressure, all in an effort to address and improve employee safety and avoid impacting the neighborhood.

CHIEF DEPUTY CITY CLERK NIETO — Chief Deputy City Clerk Nieto read a question that was received via the webinar, to which Planner Simpson noted that the project is exempt from development impact fees.

CLOSE PUBLIC HEARING — There being no additional speakers, Mayor Ortiz closed the public hearing at 9:07 p.m.

JEFF HARVEY

Responding to the comments made by the attorney from Baldwin Park, Mr. Harvey reiterated the conclusion that the project would not increase trips, with the caveat that the trips from the highway to this project site would be treated as new. These trips would be new to that road system and emissions from the trucks along the route were counted as part of the health risk assessment and the air quality assessment. Mr. Harvey also objected to the SCAQMD quote referenced by the Baldwin Park attorney and called it "selective" since incomplete information was cited. Finally, Mr. Harvey repeated that all concerns raised have been addressed in the final EIR.

RESOLUTION NO. SA 2021-13-3275 ADOPTED

Resolution No. SA 2021-13-3275, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF IRWINDALE, CALIFORNIA, CERTIFYING THE ENVIRONMENTAL IMPACT REPORT (SCH#2013051029), ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE MATERIALS RECOVERY FACILITY AND TRANSFER STATION PROJECT," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved, and

RESOLUTION NO. SA 2021-14-3276 ADOPTED

Resolution No. SA 2021-14-3276, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF IRWINDALE CITY COUNCIL AND SUCCESSOR AGENCY AND ATHENS SERVICES AND MAKING FINDINGS THEREFORE AS REQUIRED BY HEALTH & SAFETY CODE SECTION 33433," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved, thereby authorizing the provisions referenced earlier by City Planner Simpson and authorizing the Mayor/Chair to execute the Disposition and Development Agreement, subject to City Attorney/Agency Counsel approval as to form with minor, non-substantive modifications.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:45 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

SA Item 1B

Accounts Payable

Checks by Date - Summary by Check Number

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

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73469	ALESHIRE	Aleshire & Wynder, LLP	03/04/2021	127.50
			Report Total (1 checks):	127.50

HA Item 2B

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

City of
IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Discussion of 45-Year Affordable Housing Covenant

Executive Director's Recommendation:

Receive and file the report.

Prepared and Submitted by:

Robert Lee, Assistant Authority Counsel — Electronically Approved

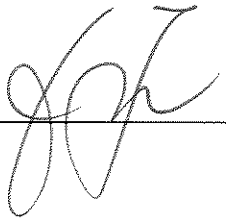
Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer — Electronically Approved

Approved by:

William K. Tam, Executive Director



DISCUSSION:

The question has been asked of Authority Counsel whether the 45-year affordable housing covenants and restrictions imposed on affordable homeowners may be terminated once the covenants are entered into and recorded. The short answer is no; the covenants must remain as an encumbrance on title until expiration of the 45-year period, barring early termination resulting from a sale of the home to a homebuyer who is not an affordable homeowner thereby triggering the equity sharing provisions which allow the Housing Authority and seller to share in any excess sale proceeds from appreciation in the value of the home, or other early termination resulting from homeowner's failure to comply with the covenant by engaging in a prohibited transfer and selling the home to an unauthorized buyer.

The Community Redevelopment Law required former redevelopment agencies to ensure that all new or substantially rehabilitated housing units developed or otherwise assisted with moneys from the Low and Moderate Income Housing Fund remained affordable to, and occupied by, persons and families of low and moderate income for the longest feasible time, but at least 45 years for owner-occupied units. Health & Safety Code §33334.3(f)(1).[1] Such 45-year restriction was imposed by the redevelopment agency entering into and recording an affordable housing agreement or covenant with the homeowner. It appears there are no laws including court opinions that would allow removal or termination of this agreement or covenant prior to expiration of the 45-year period absent the homeowner's violation of the covenant to maintain the unit as a unit affordable to, and occupied by, persons and families of low and moderate income. The dissolution laws that dissolved redevelopment agencies provide that housing successors may enforce the affordability covenants and perform related activities that had been required of the former redevelopment agencies.

As the housing successor to the former Irwindale Redevelopment Agency, the Irwindale Housing Authority's Home Improvement Program and First-Time Homebuyer Program fund new and substantially rehabilitated housing units with moneys from the Low and Moderate Income Housing Fund, thereby triggering the requirement that the units remain affordable to and occupied by, persons and families of low and moderate income for a period of at least 45 years. Once this restriction has been imposed, the agreement or covenant may not be removed under normal circumstances.

It should also be noted that the 45-year affordable housing requirement imposed under Health & Safety Code §33334.3(f)(1) became effective January 1, 2002. Prior to this time, the required duration of affordable housing restrictions was 10 years. Recently the Board was asked to approve several Substitutions of Trustees and Full Reconveyances along with Quitclaim Deeds to Terminate Affordable Housing Agreements following forgiveness of loans made to various homeowners related to 10 year affordable housing restrictions.

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[1] Dwelling units that replace units that have been destroyed or removed must be available at affordable housing cost to persons in the same or a lower income category (very low, low, or moderate) as the persons displaced from the destroyed or removed units, for a minimum of 45 years for ownership housing. Health & Safety Code §33413(c). Units that are part of inclusionary housing must also remain affordable to affordable persons and households for a period of 45 years for ownership housing. Health & Safety Code §33413(b)(2)(C).

Some of the loans were made prior to January 1, 2002. Other loans were made after January 1, 2002; however, the reason these housing restrictions were only imposed for 10 years was because it was determined at the time the loans were given that the residential units for which the loans were made were not new or "substantially rehabilitated housing units" developed or otherwise assisted with moneys from the Low and Moderate Income Housing Fund, as is required under Section 33334.3(f)(1), due to the reduced amount of the loans.

FISCAL IMPACT:

None

HA ITEM 2C

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

City of
IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: Equity Sharing

Executive Director's Recommendation:

Provide direction on any desired modifications to the Housing Authority's current practices on equity sharing and possible adoption of policy to reflect same.

Prepared and Submitted by:

Robert J. Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer — Electronically Approved

Approved by:

William K. Tam, Executive Director

ANALYSIS:

The affordable housing statutes provide that all new or substantially rehabilitated housing units developed or otherwise assisted with moneys from the Low and Moderate Income Housing Fund shall remain available at affordable housing cost to, and occupied by, persons and families of low or moderate income and very low income and extremely low income households for the longest feasible time, but for not less than 45 years for owner-occupied units. The statutes provide that an equity sharing program may be established allowing sale of owner-occupied units prior to expiration of the 45-year period for a price in excess of the affordable housing price, through implementation of a schedule of equity sharing that permits seller and the agency to retain a portion of sale proceeds based on length of occupancy prior to sale. This allows the agency to protect its investment of moneys from the Low and Moderate Income Housing Fund, as the monies retained by the agency are to be deposited in the Low and Moderate Income Housing Fund.

The statute does not prescribe any particular apportionment of how much of the excess sale proceeds are to be retained by the seller and agency, and it is up to each individual agency to determine the schedule. In making this type of determination, communities must choose between maintaining affordability and allowing homebuyers to keep up with rising home prices. Strict resale restrictions will maintain affordability but will not allow homeowners to gain enough equity to buy an equivalent house on the open market. On the other hand, more generous equity sharing will require the public agency to provide additional subsidies in the future with every resale in order to keep the homes affordable. This is the push-pull that each housing authority that elects to adopt an equity sharing program needs to address, and there is no exact science to help determine which approach should be utilized.

Below is the equity sharing schedule adopted by the Irwindale Housing Authority ("Authority") as reflected in the Home Improvement Program Guidelines,[1] which provides for the Authority to retain the lion's share of the excess sale proceeds until year 40 of the 45-year affordable housing period. This allowance for the Authority to retain so much of the sale proceeds appears to be on the high end of the spectrum when compared with some other affordable housing programs in the State.

Irwindale Housing Authority Equity Sharing Schedule:

Year of Prohibited Transfer After Loan	**Percent of Equity Increase Retained by Owner**		
Years	**Other**	**Divorce**	**Death**
0 - 15	0%	0%	0%
16 - 18	2%	6%	9%

[1] The Authority's other housing programs as reflected in various Guidelines mention equity sharing allowances but do not include the schedule included as part of the Home Improvement Program Guidelines.

19 - 21	5%	9%	12%
22 - 24	9%	13%	16%
25 - 27	13%	17%	20%
28 - 30	17%	21%	24%
31 - 33	23%	27%	30%
34 - 36	29%	33%	36%
37 - 39	40%	44%	47%
40 - 42	69%	73%	76%
43 - 45	100%	100%	100%

On the other hand, below are examples of other equity sharing programs in the State:

City of La Quinta:

The equity share retained by the agency is 25% of the appreciation (the difference between the current market value of the property and original purchase price) for an owner-occupied 45-year program. Starting in year 31, this amount gets reduced by 1.67% per year until year 45.

City of Aliso Viejo:

The equity share retained by the agency is 25% of the appreciation.

City of Elk Grove:

The ratio for each home is set when the buyer purchases it. The City's equity share is the difference between the appraised value and the purchase price, divided by the appraised value. In the example provided in the city's website, the city retained 3% and the homeowner retained 97%.

The Board is being asked to consider whether it desires to modify the Authority's currently used schedule to allow the homeowner to retain more of the sale proceeds. If so, a policy which would apply to all the Authority's housing programs (not just the Home Improvement Program), could be prepared and brought back to the Board for possible consideration and adoption.

FISCAL IMPACT:

Unknown at this time.

HA ITEM 2D

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

City of
IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Chair and Members of the Housing Authority

From: William K. Tam, Executive Director

Issue: 1. Consideration of Approval of Request for Subordination of Low and Moderate Income Home Improvement Loan Regarding 16024 Calle de Paseo.
2. Consideration of Approval of Conversion of First Time Homebuyer Program Loan Unit Regarding 4820 Baca Avenue to Rental Unit and Owner-Occupying Home Under Low and Moderate Income Home Improvement Loan Program Regarding 16024 Calle de Paseo.

Executive Director's Recommendation:

1. Approve the request by Dolores Barbosa for the Housing Authority to subordinate its loan to a new loan made in a refinancing, subject to (i) all conditions established by the Irwindale Housing Authority's Low and Moderate Income Home Improvement Guidelines, (ii) removal of the liens noted in Footnote 2, and (iii) Dolores Barbosa submitting written documentation associated with all subordination requests.
2.Authorize the Executive Director to execute the Subordination Agreement to effectuate the subordination, approved as to form by the Agency Counsel with allowance to make non-substantive revisions as needed.
3. Provide direction on whether the requested cash out associated with the subordination request is acceptable.
4. Provide direction on whether the Board will allow a homeowner to own two affordable housing units within the Authority's various affordable housing programs where one of the homes is inherited.
5. Approve the First Restated and Amended Affordable Housing Agreement and Declaration of Covenants and Restrictions, and related First Restated and Amended Promissory Note and First Restated and Amended Deed of Trust with Assignment of Rents, with respect to 4820 Baca Avenue property.
6.Authorize the Chair to execute the First Restated and Amended Affordable Housing Agreement and Declaration of Covenants and Restrictions with respect to 4820 Baca Avenue property, approved as to form by the Agency Counsel with allowance to make non-substantive revisions, including to the restated note and deed of trust, as needed.
7. Approve the First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants and Restrictions, and related First Restated and Amended Promissory Note and First Restated and Amended Deed of Trust with Assignment of Rents, with respect to 16024 Calle de Paseo property.
8. Authorize the Chair to execute the First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants and Restrictions with

respect to 16024 Calle de Paseo property, approved as to form by the Agency Counsel with allowance to make non-substantive revisions, including to the restated note and deed of trust, as needed.
9. Provide direction with respect to Dolores Barbosa's proposed conversion of 4820 Baca Avenue home into rental unit and request to permit assumption of rights and obligations with respect to property located at 16024 Calle de Paseo.
10. Provide direction as to the use of Dolores Barbosa's 2014 income in connection with any income certification for the Calle de Paseo property.

Prepared and Submitted by:

Robert J. Lee, Assistant Authority Counsel — Electronically Approved

Reviewed by:

Adrian Guerra, Authority Counsel — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, Executive Director

DISCUSSION:

Subordination:

As part of the Housing Authority's Low and Moderate Income Home Improvement Program, the Irwindale Housing Authority ("Authority") received a verbal request from Dolores Barbosa ("Owner") for the Authority to subordinate the loan made by the Irwindale Redevelopment Agency ("RDA Loan") to Owner's parents, Henry V. Barbosa and Margaret S. Barbosa ("Parents"), secured by a deed of trust recorded with the Recorder's Office ("Authority Deed of Trust"), in connection with a proposed refinance of the existing mortgage ("Current Private Mortgage") for the property located at 16024 Calle de Paseo ("Calle de Paseo Property"). The original loan amount for the Current Private Mortgage was for the amount of $122,500 and the new loan ("New Loan") would be for the amount of $150,000 after taking cash out.

Any subordination of the RDA Loan to the New Loan for the proposed refinance will require the RDA Loan to be ranked behind the New Loan for purposes of collecting repayment from a debtor, and this would be effectuated via a subordination agreement. The priority of debts is significant when the property owner defaults on payments or declares bankruptcy, as the Authority's debt will be collected when and if the first lien has been fully satisfied in the event of foreclosure and liquidation and only if there are monies left over. Therefore, when an affordable homeowner seeks to refinance its existing loan obtained from a private lender and asks the Authority to subordinate its loan to that new

loan, the Authority, if it agrees to subordinate, will be assuming the risk of not being repaid either partly or in full.[1]

Approval of this request would permit the Owner to close escrow on the New Loan before the rate lock-in expires.

The Calle de Paseo Property is governed by the Authority's Low and Moderate Income Home Improvement Guidelines ("Guidelines") which provide that loans given by the Authority to an affordable housing property owner will be secured by a trust deed and shall not be subordinated to any loan due to refinancing, except that the Authority may consider subordinating its position under the following conditions:

- A fair market appraisal of the property is obtained by the lender, the cost of which will be paid by the property owner;
- A copy of the appraisal is submitted to the agency for its review;
- All debt on the property does not exceed 80% of the property value; and
- The property owner does not receive cash out of the new loan unless the owner can prove that the cash will be used only to cure an emergency situation pertaining to the condition of the property or will be used for medical reasons, which is verified by the agency. The cash out of the refinancing may not be used to consolidate existing household or credit card bills.
- If the property owner has sufficient equity in the property to provide a total loan-to-value ratio on the property that is less than 60%, the agency will subordinate to a new loan that will allow the owner to access his/her equity in an amount that will maintain the 60% loan-to-value ratio.

Cashing out on a refinance means borrower receiving a new loan in an amount exceeding the pay-off balance due under the current balance of the loan being refinanced plus customary and reasonable loan closing costs and expenses such as lender points and fees, title, escrow and recording charges. Moreover, it appears the Guidelines actually require the Authority to subordinate to a new loan that will allow the owner to access her equity in an amount that will maintain the 60% loan-to-value ratio (the Guidelines state "the Agency will subordinate to a new loan that will allow the owner to access his/her equity in an amount that will maintain the 60% loan-to-value ratio").

Owner has not yet provided the required documentation to staff demonstrating compliance with each of these criteria, including that the new loan-to-value ratio will not exceed 80% of the property value, although staff fully anticipates they will receive the requisite papers. An appraisal report for the Calle de Paseo Property was prepared which values the home at $575,000 as of January 19, 2021. Currently, it appears the new loan

[1] California is a race notice state which means as a general rule, under California's race notice recording statute, a bona fide purchaser for value without notice who first records wins a priority dispute. Civ. Code § 1214. Because the Authority Deed of Trust was recorded before the deed of trust that will be recorded to secure payment of the New Loan, the lender of the New Loan is requesting subordination of the Authority Deed of Trust to the New Loan.

amount will be $150,000 which, when combined with the loan provided by the former Redevelopment Agency, results in a loan-to-value ratio of 43% -- well under the 80% limit established by the Guidelines.[2] Additionally, Owner plans to take cash out of the refinance in an amount of $58,000. $48,000 of this amount would be to pay property taxes and $10,000 of this amount would be to repair/purchase an HVAC system. The HVAC expenditures are needed to address a rat problem, and the Board will need to determine whether this rat problem, which is a health and safety concern, qualifies as an "emergency" or a "medical" reason. Additionally, the Board will need to determine whether property taxes fall under the category of "existing household or credit card bills" as cashing out is not permitted for payment of existing household or credit card bills. It should be noted here that given a loan-to-value ratio of 43% (assuming this is so), as noted above the Guidelines require the Board to approve the subordination. Finally, any approval of the subordination and cash out should be subject to removal of the liens noted in Footnote 2. If subordination and cash out are acceptable to the Board, the Authority and Owner would execute the Subordination Agreement (see attached) subject to Owner submitting to staff the required documentation.

Conversion of Baca Avenue Home to Rental and Assumption of Calle de Paseo Obligations:

In order for any subordination request to be approved by the Board, however, the Board would need to also approve certain other agreements to allow Owner to rent out the home located at 4820 Baca Avenue ("Baca Property"), which she owns, while owner-occupying the Calle de Paseo Property. In connection with such approval, the Board will need to provide direction on whether it will allow a homeowner to own two affordable housing units within the Authority's various affordable housing programs where one of the homes is inherited. While there doesn't appear to be any legal prohibitions against it, the Board will need to provide direction on whether this will be allowable.

The former Irwindale Redevelopment Agency ("RDA") and Owner entered into that certain Affordable Housing Agreement dated December 9, 2005 ("Baca Agreement") under the RDA's Home Purchase Loan Program, through which the RDA provided Owner a loan in the amount of $358,600 in connection with Owner's purchase of the Baca Property from a developer. The RDA recorded a deed of trust to secure the loan. At the time of purchase, Owner was an eligible affordable homeowner under the relevant laws based on her income earned at the time of purchase. The Baca Agreement, which was recorded, requires Owner and any subsequent owner of the Baca Property to occupy the home as a principal residence for a period of 45 years and to ensure that all owners income-qualify prior to acquisition of the property.

The RDA and the Parents entered into that certain Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land dated December 1, 2004 ("Calle de Paseo Agreement") under the RDA's Substantial Rehabilitation Housing Improvement Loan Program through which the RDA provided the Parents a loan in the amount of $100,000 as financial assistance to substantially rehabilitate their home, the

[2] Two other liens in the amounts of $33,343 and $50,000 are currently on title. However, staff has been informed by Owner's new lender that these liens have been satisfied and therefore, should be removed. Any approval of the Board to allow cash out should be subject to removal of these liens from title.

Calle de Paseo Property. The RDA recorded a deed of trust to secure the loan. At the time the RDA and the Parents entered into the Calle de Paseo Agreement, the Parents were eligible affordable homeowners under the relevant laws based on their income earned at the time of the agreement. The Calle de Paseo Agreement, which was recorded, requires the Parents and any subsequent owner of the Calle de Paseo Property to occupy the home as a principal residence for a period of 45 years and to ensure that all owners income-qualify prior to acquisition of the property.

After the Parents died in 2006 and 2007, Owner took title to the Calle de Paseo Property in 2014 and currently holds title through a family trust agreement. She has been residing in the home since 2014 and now is seeking Board approval to allow her to permanently reside in the home while renting out the Baca Property. To effectuate this, due to the owner-occupancy requirement under the Baca Agreement, the Baca Property would need to be formally converted to a rental unit by execution of certain agreements and other legal documentation, which would result in the 45-year income restriction period being extended to 55 years (to December 22, 2060) which is what is legally required for rental units. Additionally, only tenants would be required to income-certify. With regards to the Calle de Paseo Property, Owner would need to assume the rights and obligations under the Calle de Paseo Agreement for the balance of the 45-year period ending April 29, 2050, and her income from 2014 must be certified (this has been completed). Any Board approval allowing Owner to rent out the Baca Property and owner-occupy the Calle de Paseo Property would also mean that the Board will approve the use of Owner's 2014 income in connection with any income certification.

FISCAL IMPACT:

In approving the subordination agreement, the Board agrees to the subordination of its loan to the Owner's new loan, thereby assuming the risk of not being repaid either partly or in full, should Owner default in payment of her debt in the future.

EXHIBITS:

- Subordination Agreement

- First Restated and Amended Affordable Housing Agreement and Declaration of Covenants and Restrictions, and related First Restated and Amended Promissory Note and First Restated and Amended Deed of Trust with Assignment of Rents, with respect to 4820 Baca Avenue property

- First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants and Restrictions, and related First Restated and Amended Promissory Note and First Restated and Amended Deed of Trust with Assignment of Rents, with respect to 16024 Calle de Paseo property

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
IRWINDALE HOUSING AUTHORITY
5050 N IRWINDALE AVENUE
IRWINDALE, CA 91706

ESCROW NO:
TITLE ORDER NO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from payment of a recording fee pursuant to Government Code Section 6103

APN: 8417-031-039

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, is made _____, 2021 by DOLORES SILVA BARBOSA, a single woman, owner of the land hereinafter described and hereinafter referred to as "Owner," and IRWINDALE HOUSING AUTHORITY, a public body and housing successor to the IRWINDALE REDEVELOPMENT AGENCY, present owner and holder of the First Restated and Amended Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land ("Affordable Housing Agreement") dated _____, 2021, and First Restated and Amended Deed of Trust with Assignment of Rents and Rider to Deed of Trust with Assignment of Rents ("Agency Deed of Trust"), dated _____, 2021, hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner did execute the Agency Deed of Trust in favor of the IRWINDALE HOUSING AUTHORITY to First American Title Insurance Company, Trustee, which Agency Deed of Trust was recorded on _____, 2021 as document no. _____, and Owner did execute the Affordable Housing Agreement in favor of IRWINDALE HOUSING AUTHORITY, which Affordable Housing Agreement was recorded on _____, 2021 as document no. _____, Official Records of said county covering:

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

PARCEL 48, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 48 ET. SEQ., OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of One Hundred Fifty Thousand Dollars ($150,000), dated not later than May 11, 2021, in favor of

Mack Mortgage, Inc.

hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which deed of trust ("Lender Deed of Trust") is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Lender Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Agency Deed of Trust; and

APN: 8417-031-039
WHEREAS, Lender is willing to make said loan provided the Lender Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned to the lien or charge of the Lender Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Lender Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That said Lender Deed of Trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement above mentioned.

(2) That Lender would not make its loan above described without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the Agency Deed of Trust and Affordable Housing Agreement first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

(A) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned in favor of the lien or charge upon said land of the Lender Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(B) An endorsement has been placed upon the note secured by the Agency Deed of Trust and Affordable Housing Agreement first above mentioned that said Agency Deed of Trust and Affordable Housing Agreement have by this instrument been subordinated to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

"BENEFICIARY"

IRWINDALE HOUSING AUTHORITY, a public body

_____

William K. Tam, Executive Director

ATTEST:

_____

Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Adrian Guerra, Authority Counsel

"OWNER"

DOLORES SILVA BARBOSA

_____

Dolores Silva Barbosa

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

STATE OF CALIFORNIA)
) §
County of _____)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

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

STATE OF CALIFORNIA)
) §
County of _____)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

APN 8417-033-087

SPACE ABOVE FOR RECORDER'S USE ONLY
Exempt from payment of recording fees pursuant to Government Code §6103

FIRST RESTATED AND AMENDED AFFORDABLE HOUSING AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS

This **FIRST RESTATED AND AMENDED AFFORDABLE HOUSING AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS** ("**Restated Agreement**") is entered into as of this ___ day of _____, 2021, by and between the IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic as successor in interest to the IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("**Authority**"), and DOLORES SILVA BARBOSA, a single woman ("**Owner**").

RECITALS

A. In exchange for financial assistance, the Irwindale Redevelopment Agency ("**Agency**") and Owner entered into that certain Affordable Housing Agreement and Declaration of Covenants and Restrictions dated December 9, 2005 ("**Original Agreement**"), recorded on December 23, 2005 in the Official Records of Los Angeles County ("**Official Records**") as Instrument No. 05-3171258 against that certain real property commonly known as 4820 Baca Avenue, Irwindale, California, as more particularly described in the legal description attached hereto as Exhibit "A" ("**Property**").

B. The financial assistance provided to Owner was in the form of a loan from the Agency in the amount of Three Hundred Fifty-Eight Thousand Six Hundred Dollars ($358,600) ("**Original Note Amount**") as evidenced by that certain Promissory Note dated December 9, 2005 ("**Original Note**") which was secured by that certain Deed of Trust with Assignment of Rents dated December 9, 2005 and recorded on December 23, 2005 as Instrument No. 05-3171261 in the Official Records against the Property ("**Agency Deed of Trust**"). Pursuant to the terms of the Original Note and related loan documents, the Original Note Amount has been partially forgiven and reduced conditioned upon there being no Event of Acceleration during the Loan Term and, as of the Effective Date of this Restated Agreement the balance of the Original Note is Eighty Nine Thousand Six Hundred Fifty Dollars ($89,650.00). The Original Note Amount remains relevant to the Note because the amount of the annual forgiveness under the Note, which does not vest until the Loan Term has expired, is based on the Original Note Amount.

C. Agency provided the funds represented by the Original Note as a home purchase loan made to Owner pursuant to low-income loan provisions under the California Health & Safety Code, Sections 33334.2 et seq., and pursuant to which certain restrictions were imposed by the Original Agreement on the Property including, but not limited to, transfers of the Property until December 22, 2050 ("**Restriction Termination Date**").

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

E. The Original Agreement required that the Property be owner occupied. Owner is no longer intending to occupy the Property but does not wish to sell it. Owner and Authority wish to continue to maintain the Property as income restricted housing by having Owner lease the Property to a qualified tenant in accordance with the Authority's Housing Program for the remainder of the term of the Original Agreement plus ten (10) additional years until the Extended Restriction Termination Date. After the Extended Restriction Termination Date, provided Owner has complied with the terms of this Restated Agreement, the Property will be free and clear of the Original Agreement as revised under this Restated Agreement, and the Authority will execute a release as set forth in herein.

F. This Restated Agreement is in furtherance of Authority's program to create long-term affordable housing units in the City of Irwindale. This goal is accomplished through the terms and conditions of this Restated Agreement which restrict the rental rate of the units to a level that is affordable to tenants of a certain income level.

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

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

1. Assignment and Restated Agreement. Owner and Authority wish to continue to maintain the Property as income restricted housing by having Owner lease the Property to a qualified tenant in accordance with the Authority's Housing Program, as provided in this Restated Agreement. Accordingly, the terms of the Original Agreement are amended and restated in their entirety and replaced with the terms of this Restated Agreement. The Affordability Period pursuant to the Original Agreement was to expire forty-five (45) years from the date of recordation of the Original Agreement resulting in the expiration date of December 22, 2050. However, since the Property will no longer be owner-occupied property, the covenant period must be fifty-five (55) years under applicable law and, therefore, the parties agree that the New Affordability Period will now expire on December 22, 2060 ("**Extended Restriction Termination Date**").

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

"**Affordable Housing Cost**" shall mean that purchase price which would result in a Monthly Housing Cost (as defined below) which does not exceed the product of thirty percent (30%) times fifty percent (50%) of the Los Angeles area low income adjusted for family size appropriate for the Property ("Median Income"), all as more particularly set forth in California Health and Safety Code Section 50052.5.

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

"**Affordable Rental Rates**" shall mean rental rates that are defined by Section 50053 of the California Health and Safety Code.

"**Agency Loan**" means the loan made by Agency to Owner in the amount of Three Hundred Fifty-Eight Thousand Six Hundred Dollars ($358,600) per the terms of the Original Agreement.

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

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

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

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

"**Eligible Person or Family**" or "**Eligible Persons or Families**" shall mean persons or families earning not more than fifty percent (50%) of the Los Angeles County Median Income, adjusted for family size, of the Los Angeles area as further described in the Housing Guidelines.

"**Eligible Tenant**" shall mean those tenants whose income does not exceed fifty percent (50%) of the Los Angeles County Median Income, adjusted for family size and used to determine the Affordable Rental Rates.

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

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

"Extended Restriction Termination Date" shall mean December 22, 2060.

"**First Lien**" shall have the meaning set forth in Section 12.

"**Housing Guidelines**" shall mean the "Irwindale Housing Authority Guidelines, Policies and Procedures for Housing Purchase Program" adopted by the Irwindale Housing Authority, including any applicable amendments.

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

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

"**New Affordability Period**" means the period commencing on the date of recordation of this Restated Agreement and ending on the Extended Restriction Termination Date.

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

"**Option Request Notice**" shall have the meaning set forth at Section 6.

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

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

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

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

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

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

3. Owner's Representations, Warranties and Covenants.

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

3.2 Owner acknowledges that (i) Authority is relying upon Owner's covenant that, throughout the New Affordability Period, the Property will only be occupied by Eligible Tenants rented at Affordable Rental Rates, and (ii) Authority would not have entered into this Restated Agreement if Owner did make such covenant.

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

4. Affordability Covenants. During the New Affordability Period, the Property shall only be occupied by Eligible Tenants who are renting the Property at Affordable Rental Rates.

5. Transfer of Property. Prohibited Transfer shall constitute an Event of Acceleration, causing the Agency Loan to become due and payable. If the Prohibited Transfer is a result of a conveyance of the Property by Owner (that is a transfer that is not arising from operation of law), the Prohibited Transfer shall also constitute a default under this Restated Agreement, entitling Authority to exercise all remedies available at law or equity, including, but not limited to, the right to exercise the Authority Option per Section 6 below.

A "**Prohibited Transfer**" is a Transfer of the Property that does not constitute a Permitted Transfer. A "**Transfer**" is any sale, assignment, or transfer of an interest in the Property, including, without limitation, a fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entireties, life estate, or other limited estate, leasehold interest or any rental of the Property, or any interest evidenced by a land contract (other than a lease to an Eligible Tenant approved by the Authority under Section 11 below).

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

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

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

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

OWNER UNDERSTANDS THAT THE DETERMINATION OF THE AFFORDABLE HOUSING COST CAN BE MADE ONLY AT THE TIME OF THE PROPOSED SALE, TAKING INTO CONSIDERATION INTEREST RATES, THE TERMS OF SALE OFFERED TO AND THE ECONOMIC CIRCUMSTANCES OF THE PROPOSED PURCHASER AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED, AND THAT THE TRANSFER PRICE PERMITTED HEREUNDER MAY BE LESS THAN THE FAIR MARKET VALUE OF THE PROPERTY AND MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THE AFFORDABILITY COVENANTS IN THIS AGREEMENT. OWNER FURTHER ACKNOWLEDGES THAT AT ALL

TIMES IN SETTING THE TRANSFER PRICE THE PRIMARY OBJECTIVE OF AUTHORITY AND THIS AGREEMENT IS TO PROVIDE HOUSING TO ELIGIBLE PERSONS AND FAMILIES AT AN AFFORDABLE HOUSING COST.

6.2 Authority Option to Purchase. Owner hereby grants to Authority an option to purchase the Property for a purchase price equal to the Affordable Housing Cost or to cause the purchase of the Property by a third party who is a Qualified Purchaser at Affordable Housing Cost, on the terms set forth below ("**Authority Option**"). In the event Owner is unable to sell the Property to a Qualified Purchaser pursuant to the terms set forth in Section 6.1, Owner may request that Authority exercise the Authority Option to purchase the Property by delivering to Authority, by certified mail, a copy of this Restated Agreement and a written request for Authority to exercise the Authority Option ("**Option Request Notice**"). The Option Request Notice shall (i) be dated and signed by the Owner, (ii) contain the address of the Property, and (iii) include the following statement: THE PURPOSE OF THIS OPTION REQUEST NOTICE IS TO REQUEST AUTHORITY EXERCISE ITS OPTION TO PURCHASE THE PROPERTY. PURSUANT TO THE TERMS OF THIS FIRST RESTATED AND AMENDED AFFORDABLE HOUSING AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS, AUTHORITY HAS FORTY-FIVE (45) DAYS TO NOTIFY OWNER OF ITS ELECTION TO EXERCISE THE AUTHORITY OPTION TO PURCHASE THE PROPERTY. IF THE AUTHORITY DOES NOT EXERCISE THE OPTION, THE PROPERTY WILL BE RELEASED FROM THE AFFORDABILITY RESTRICTIONS IN THE AGREEMENT. However, should the Property be released from the affordability restrictions because the Authority does not exercise the Authority Option, the sale shall constitute a Prohibited Transfer under Section 5 above and the Agency Loan shall be immediately due and payable in full as set forth herein.

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

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

7. Agency Loan. The Agency Loan shall remain in effect subject to the conditions and restrictions set forth in the Note, Authority Deed of Trust and this Restated Agreement. Owner (as maker) has executed and delivered to the Agency (as holder) the Original Note in the principal amount equal to the Original Note Amount. Pursuant to the Original Note and related loan documents, the Original Note Amount has been partially forgiven and reduced conditioned upon there being no Event of Acceleration during the Loan Term and, as of the Effective Date of this Restated Agreement the balance of the Original Note is Eighty Nine Thousand Six Hundred Fifty Dollars ($89,650.00). The

Original Note Amount remains relevant to the Note in part because the amount of annual forgiveness under the Note, which is conditional, is based on the Original Note Amount.

8. Events of Acceleration. The Agency Loan shall become due and immediately payable in accordance with Section 9 upon the occurrence of any one of the following events of acceleration ("**Event of Acceleration**"): (i) a Prohibited Transfer; (ii) the refinancing of the First Lien (defined in Section 12) to which the Authority Deed of Trust is subordinate which would provide a total encumbrance which exceeds the maximum amount permitted under the Housing Guidelines; (iii) if at any time Owner fails to comply with the loan terms including that the Property be occupied by Eligible Tenants and rented at Affordable Rental Rates; or (iv) Owner is in default of any other obligation under this Restated Agreement, the Note, or the Authority Deed of Trust.

9. Note Repayment Amount and Shared Equity Appreciation.

9.1 Note Repayment Amount. In the event that the Agency Loan becomes due and payable upon the occurrence of an Event of Acceleration, Owner shall pay to Authority the entire Original Note Amount plus simple interest at the rate of three percent (3%) on the entire Original Note Amount at the time of the Event of Acceleration **plus** the shared equity appreciation as defined in Section 9.2. In addition to the principal and any interest due to Authority, and regardless of when the Event of Acceleration occurs, Owner shall pay to Authority an early termination charge equal to ten percent (10%) of the entire Original Note Amount. In the absence of any occurrence of an Event of Acceleration, the Original Note Amount (which as of the Effective Date has been reduced to Eighty Nine Thousand Six Hundred Fifty Dollars ($89,650.00)) shall be reduced annually by Seventeen Thousand Nine Hundred Thirty Dollars ($17,930) measured from December 9, 2005, which is the date of recordation of the Agency Deed of Trust until the twentieth (20th) anniversary thereof ("**Loan Term**") at which time the principal on the Original Note Amount will be reduced to Zero Dollars ($0.00); provided, however, that such annual reduction in the principal does not vest until the Loan Term has expired, it being understood that the annual reductions are to be considered only as an accounting tool and will not vest until expiration of the Loan Term.

9.2 Shared Equity Appreciation. In the event of a Prohibited Transfer during the period from the start of the Affordability Period until the end of the New Affordability Period, in addition to repayment of the balance of the Original Note Amount (if the Prohibited Transfer should occur during the Loan Term), Authority shall receive a share of the sales proceeds that exceed the value of the Property at the time the Agency Loan was made in order to recover funds for other low-income housing pursuant to state law. The Authority's share of the increase in equity shall be determined based on the length of time the Property has been occupied by an Eligible Person or Family prior to the Prohibited Transfer, pursuant to the table below. The Authority's share of the equity increase will be lowered in the event that the Prohibited Transfer is the result of the divorce or death of the Owner.

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

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

The following is provided as an example only:

- Value of Property at time of loan = $200,000
- Amount of Agency Loan = $50,000
- Value of Property at time of Prohibited Transfer during Year 21 = $250,000
- Increase in equity = $50,000
- Repayment of Agency Loan to date = $0
- Amount of Equity Increase shared with Authority – 95% X $50,000 = $47,500
- Amount of Equity Increase kept by Owner = 5% X $50,000 = $2,500

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

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

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

i. no lawns with grasses in excess of six (6) inches in height;

ii. no untrimmed hedges;

iii. no trees, shrubbery, lawns, and other plant life dying from lack of water or other necessary maintenance;

iv. no trees and shrubbery grown uncontrolled without proper pruning;

v. no vegetation so overgrown as to be likely to harbor rats or vermin; and

vi. no dead, decayed, or diseased trees, weeds, and other vegetation.

10.2 No yard areas shall be left unmaintained, including:

i. no broken or discarded furniture, appliances, and other household equipment stored in yard areas for periods exceeding one (1) week;

ii. no packing boxes, lumber, trash, dirt, and other debris stored in yards for periods exceeding one (1) week in areas visible from public property or neighboring properties;

iii. no unscreened trash cans, bins, or containers stored for longer than reasonably required for removal by the City's waste haulers in areas visible from public property or neighboring properties; and

iv. no vehicles parked or stored in areas other than approved parking areas.

v. No inoperable vehicles stored where visible from public property or neighboring properties.

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

i. no violation of state or federal law, Uniform Codes, or City ordinances, rules or regulations;

ii. no condition that constitutes an unsightly appearance that detracts from the aesthetics or property value of the subject property or constitutes a private or public nuisance;

iii. no broken windows or chipped, cracked or peeling paint; and

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

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

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

11. Occupancy Standards. The Property shall only be used as rental property to Eligible Tenants at Affordable Rental Rates. Owner shall, upon written demand by Authority, promptly submit to Authority an affidavit of occupancy verifying Owner's compliance with this Section 11. Said affidavit is required by Authority on an annual basis. Additionally, before any tenant may occupy the Property, Owner shall provide to the Authority all necessary documentation confirming that the tenant meets the requirements of an Eligible Tenant and that the proposed rental rates are in conformity with Affordable Rental Rates. If a tenant ceases to be an Eligible Tenant, Owner must promptly terminate the tenancy and locate an Eligible Tenant. Owner is advised that it is important that the lease agreement with any tenant occupying the Property must contain the requirements set forth in this Section. Owner's failure to comply with the requirements of this Section shall be deemed a material default under this Restated Agreement, the Note and the Authority Deed of Trust.

12. First Lien; Covenants Do Not Impair First Lien. The provisions of this Restated Agreement and the Authority Deed of Trust shall be subordinate to the that certain deed of trust recorded against the Property, made and held by Countrywide Home Loans, Inc., or its successors ("**Lender**") dated December 13, 2005 securing a loan in the amount of Forty One Thousand Dollars ($41,000) and recorded on December 23, 2005 as Instrument No. 05-3171260 in the Official Records ("**First Lien**") and shall not impair the rights of Lender to exercise its remedies under the First Lien in the event of default under the First Lien by Owner. Such remedies under the First Lien include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Restated Agreement shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of the First Lien acquires title to the Property pursuant to a deed in lieu of foreclosure, this Restated Agreement shall automatically terminate upon such acquisition of title, provided that (i) Authority has been given written notice of a default under the First Lien, and (ii) Authority shall not have cured the default under such First Lien within the thirty (30) day period provided in such notice sent to Authority. Authority shall have the right but not the obligation to record a Request for Notice under Section 2924b of the Civil Code for notice of any default under the First Lien.

13. Defaults. Failure or delay by either party to perform any term or provision of this Restated Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Restated Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

14. Indemnification. Owner shall defend, indemnify and hold harmless Authority and the City and their respective officers, officials, agents, employees, representatives, and volunteers from and against any loss, liability, claim, or judgment relating in any manner to the Property, the Note, Authority Deed of Trust, the Original Agreement, and/or this Restated Agreement.

15. Insurance. During the period from the start of the Affordability Period until the end of the New Affordability Period, Owner shall maintain an all-risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on the Property, in a

form, content and with companies approved by Authority. The policy shall name Authority as loss payee and shall contain a statement of obligation on behalf of the carrier to notify Authority of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Owner shall transmit a certificate of insurance and loss payee endorsement together with a copy of the actual policy to Authority within thirty (30) days of the Effective Date of this Restated Agreement, and Owner shall annually transmit to Authority a copy of the certificate of insurance, a full copy of the insurance policy and a loss payee endorsement, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. The copy of the certificate of insurance, the copy of the policy and loss payee endorsement shall be transmitted to Authority at the address set forth in Section 18.5.

16. Nondiscrimination. Owner covenants by and for himself, his successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

Owner, his successors and assigns, shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

16.1 In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

16.2 In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

16.3 In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national

origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the premises."

17. Term. Provided Owner is not in default of this Restated Agreement, this Restated Agreement shall expire on the Extended Restriction Termination Date. At any time after the Extended Restriction Termination Date, Owner may request in writing from Authority, and Authority shall execute and deliver to Owner, within thirty (30) days of such written request, a recordable document acknowledging full and final termination of this Restated Agreement, and releasing any further right, title, claim or interest of the Authority in and to the Property.

18. Miscellaneous.

18.1 Attorneys' Fees and Costs. If any action is brought to enforce the terms of this Restated Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

18.2 Controlling Agreement. Owner covenants that Owner has not executed, and will not execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that in any event, Owner understands and agrees that this Restated Agreement shall control the rights and obligations between the parties.

18.3 Severability. If any one or more of the provisions contained in this Restated Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Restated Agreement, and this Restated Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

18.4 Time. Time is of the essence of this entire Restated Agreement. Whenever under the terms of this Restated Agreement the time for performance falls on a day which is not a business day, such time for performance shall be on the next day that is a business day.

18.5 Notices. All notices required to be delivered under this Restated Agreement to the other party must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; or (iii) one (1) business day after deposit before the daily deadline time with a reputable overnight courier or service; in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto :

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

If to Owner: Dolores Silva Barbosa
16024 Calle de Paseo
Irwindale, CA 91706

18.6 Captions and Pronouns. The captions and headings of the various Sections of this Restated Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine, and neuter shall be freely interchangeable.

18.7 Running of Benefits and Burdens. All conditions, covenants, and restrictions contained in this Restated Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, Authority and its successors and assigns, against Owner, his successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Authority shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of Authority and such covenants shall run in favor of Authority for the entire period during which such covenants shall be in force and effect, without regard to whether Authority is or remains an owner of any land or interest therein to which such covenants relate. Authority shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any action at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

18.8 Construction. The rule of strict construction does not apply to this Restated Agreement. This Restated Agreement shall be given a reasonable construction so that the intention of the parties, to prevent any Prohibited Transfer or any use of the Property in violation of this Restated Agreement, is carried out.

18.9 Obligations Secured by Authority Deed of Trust. The payment and performance of all obligations of Owner under this Restated Agreement are secured by the Authority Deed of Trust.

18.10 Counterparts. This Restated Agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

18.11 Recordation. This Restated Agreement shall be recorded and shall be effective as of the date of recordation.

18.12 Waiver. No delay or omission by Authority in exercising any right or power accruing upon the compliance or failure of performance by Owner hereto under the provisions of the Note shall impair any such right or power or be construed to be a waiver thereof. A waiver by Authority of a breach of an Event of Acceleration or any other failure of performance by, Owner of any of the covenants, conditions or agreements hereof to be performed by Owner shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

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

"OWNER"

_____

Dolores Silva Barbosa

"AUTHORITY"

IRWINDALE HOUSING AUTHORITY, a public body, corporate & politic

By: _____

H. Manuel Ortiz, Chair

Attest:

_____

Laura Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLC

By: _____

Adrian Guerra, Authority Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL 1 OF PARCEL MAP NO. 62508, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 335, PAGES 90 TO 92 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

FIRST RESTATED AND AMENDED PROMISSORY NOTE

(Includes Shared Equity Appreciation)

Original Note Amount: $358,600 Irwindale, California

Note Amount as of December 9, 2020: $89,650.00 _____, 2021

Property Address:

4820 Baca Avenue, Irwindale, California

Pursuant to the terms of this First Restated and Amended Promissory Note ("**Restated Note**") made as of the date specified above, **DOLORES SILVA BARBOSA**, a single woman ("**Borrower**"), promises to pay to the **IRWINDALE HOUSING AUTHORITY**, a public body, corporate and politic ("**Authority**"), the original principal sum of Three Hundred Fifty-Eight Thousand Six Hundred Dollars ($358,600) ("**Original Note Amount**") at 5050 North Irwindale Avenue, California, 91706, or such other place as Authority may designate from time to time, in lawful money of the United States of America. This Restated Note is secured by that certain First Restated and Amended Deed of Trust of even date herewith executed by Borrower in favor of Authority as beneficiary ("**Authority Deed of Trust**").

This Restated Note supersedes in its entirety that certain Irwindale Community Redevelopment Agency ("**Agency**") Promissory Note dated December 9, 2005 made by Borrower in the Original Note Amount payable to Agency ("**Original Note**") which was secured by a deed of trust. Authority is the Agency's successor in interest to all rights under the Original Note by operation of law.

Pursuant to the Original Note and related loan documents, the Original Note Amount has been partially forgiven and reduced conditioned upon there being no Event of Acceleration during the Loan Term and, as of the date of this Restated Note, the balance of the Original Note is Eighty Nine Thousand Six Hundred Fifty Dollars ($89,650.00). The Original Note Amount remains relevant to this Restated Note because the amount of the annual forgiveness under the Original Note, which does not vest until the Loan Term has expired, is based on the Original Note Amount.

Restated Agreement. This Restated Note is made and delivered pursuant to and in implementation of that certain First Restated and Amended Affordable Housing Agreement and Declaration of Covenants and Restrictions of even date herewith between Borrower and Authority ("**Restated Agreement**"), a copy of which shall be recorded immediately preceding the recordation of the Authority Deed of Trust and incorporated herein by reference. Borrower acknowledges that but for the execution of this Restated Note, Authority would not have entered into the Restated Agreement. All capitalized terms which are not defined in this Restated Note shall have the meaning given in the Restated Agreement.

Interest Rate. Unless as otherwise provided in the Restated Agreement, the Original Note Amount shall bear interest at the rate of three percent (3%) per annum. Borrower's obligations also include payment of the equity share appreciation as defined in the Restated Agreement.

Time of Payment. So long as there is no Event of Acceleration (as defined below), no money payments shall be owing hereunder, and the Original Note Amount shall be deemed to fully amortize over the Loan Term such that the Original Note Amount is deemed fully paid by the twentieth (20th) anniversary of the date of the Original Note.

Event of Acceleration. The Original Note Amount, as it may have been amortized pursuant to the foregoing paragraphs, shall become due and immediately payable in accordance with Section 8 of the Restated Agreement, upon the occurrence of any one of the following events of acceleration ("**Event of Acceleration**"): (i) a Prohibited Transfer (as defined in the Restated Agreement); (ii) the refinancing of the lien to which the Authority Deed of Trust is subordinate ("**First Lien**") for a loan amount which would provide a total encumbrance which exceeds the maximum amount permitted under the Irwindale Housing Authority Guidelines, Policies and Procedures for Housing Purchase Program; (iii) such time if or when Borrower fails to comply with the loan terms and specifically that the Property at all times be occupied by Eligible Tenants and rented at Affordable Rental Rates pursuant to Section 50053 of the Health and Safety Code; or (iv) Borrower is in default of any other obligation under the Restated Agreement, this Restated Note, or the Authority Deed of Trust.

Note Repayment Amount. In the event that the Original Note Amount becomes due and payable upon the occurrence of an Event of Acceleration, Borrower shall pay to Authority the entire Original Note Amount plus simple interest at the rate of three percent (3%) on the entire Original Note Amount at the time of the Event of Acceleration **plus** the shared equity appreciation as defined in the Restated Agreement. In addition to the principal and any interest due to Authority, and regardless of when the Event of Acceleration occurs, Borrower shall pay to Authority an early termination charge equal to ten percent (10%) of the entire Original Note Amount. In the absence of any occurrence of an Event of Acceleration, the Original Note Amount (which as of the date of this Restated Note has been reduced to Eighty Nine Thousand Six Hundred Fifty Dollars ($89,650.00)) shall be reduced annually by Seventeen Thousand Nine Hundred Thirty Dollars ($17,930) measured from December 9, 2005, which is the date of recordation of the original Deed of Trust until the twentieth (20th) anniversary thereof ("**Loan Term**") at which time the principal on the Original Note Amount will be reduced to Zero Dollars ($0.00); provided, however, that such annual reduction in the principal does not vest until the Loan Term has expired, it being understood that the annual reductions are to be considered only as an accounting tool and will not vest until expiration of the Loan Term.

Security for Note. This Restated Note is secured by the Authority Deed of Trust.

Joint and Several. The undersigned, if more than one, shall be jointly and severally liable hereunder.

Attorney's Fees and Costs. In the event that Authority takes any action to enforce this Restated Note, Borrower shall pay reasonable attorney fees, costs, and expenses incurred by Authority in connection with such action or proceeding brought to enforce any of the provisions of this Restated Note.

Assignment. Nothing in this Restated Note shall be constructed to affect or diminish Authority's right to assign all or any portion of this Restated Note or its rights to the proceeds of this Restated Note.

Time. Time is of the essence of all obligations under this Restated Note.

Modification or Amendment. This Restated Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be firmly attached to this Restated Note so as to become a permanent part thereof.

Severability. The covenants of this Restated Note are severable. Invalidation of any covenant or any part thereof by law, judgment, or court order shall not affect any other covenant.

Borrower's Waivers. Borrower waives any rights to require the Authority to (a) demand payment of amounts due (known as "presentment"); (b) give notice that amounts due have not been paid (known as "notice of dishonor"); and (c) obtain an official certification of nonpayment (known as a "protest").

Notices. Any notice that must be given to Borrower under this Restated Note will be given by delivering it or by mailing it by certified mail addressed to Borrower at the address provided under Section 18.5 of the Restated Agreement, or as Borrower shall direct from time to time in writing. Any notice that must be given to the Authority under this Restated Note will be given by mailing it certified mail to the Authority at the address stated in the preamble to this Restated Note or such other address as Authority may direct from time to time in writing.

Successors. The covenants and agreements contained in this Restated Note shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Authority.

Waiver. No delay or omission by Authority in exercising any right or power accruing upon the compliance or failure of performance by Borrower hereto under the provisions of this Restated Note shall impair any such right or power or be construed to be a waiver thereof. A waiver by Authority of a breach of an Event of Acceleration or any other failure of performance by, Borrower of any of the covenants, conditions or agreements hereof to be performed by Borrower shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

IN WITNESS WHEREOF, Borrower has executed this Restated Note as of the date set forth above.

"BORROWER"

_____

Dolores Silva Barbosa

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

APN 8417-033-087

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

FIRST RESTATED AND AMENDED DEED OF TRUST WITH ASSIGNMENT OF RENTS

(Securing Shared Equity Appreciation)

THIS FIRST RESTATED AND AMENDED DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Deed of Trust**") is made as of the __ day of _____, 2021, by and between **DOLORES SILVA BARBOSA** ("**Trustor**"), whose address is 16024 Calle de Paseo, Irwindale, CA 91706, **FIRST AMERICAN TITLE INSURANCE COMPANY** ("**Trustee**"), whose address is 1 First American Way, Santa Ana, California 92701, and the **IRWINDALE HOUSING AUTHORITY**, a public body corporate and politic ("**Beneficiary**"), whose address is 5050 North Irwindale Avenue, Irwindale, California 91706.

RECITALS:

A. Upon recordation in the Official Records of Los Angeles County, California ("**Official Records**"), this First Restated and Amended Deed of Trust shall restate, amend and supersede in its entirety that certain Deed of Trust with Assignment of Rents (Single-Family Residence) dated December 9, 2005 executed by Trustor to the Irwindale Community Redevelopment Agency securing that certain Promissory Note made by Trustor in the amount of Three Hundred Fifty-Eight Thousand Six Hundred Dollars ($358,600) which was recorded on December 23, 2005 as Instrument No. 05-3171261 in the Official Records against that certain real property in the City of Irwindale, County of Los Angeles, State of California described on Exhibit "1" ("**Property**").

B. Beneficiary is the successor-in-interest to the Irwindale Community Redevelopment Agency.

GRANT:

Trustor grants to Trustee in trust, with power of sale, the Property together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of Three Hundred Fifty-Eight Thousand Six Hundred Dollars ($358,600), with interest thereon according to the terms of that certain First Restated and Amended Promissory Note of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or their successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. As of December 5, 2020, the principal balance of the Note has been conditionally reduced to Eighty Nine Thousand Six Hundred Fifty Dollars ($89,650.00).

THIS DEED OF TRUST IS HEREBY MODIFIED/SUPPLEMENTED BY THE TERMS OF THAT CERTAIN RIDER TO DEED OF TRUST WHICH IS ATTACHED TO THIS DEED OF TRUST AND INCORPORATED HEREIN BY REFERENCE.

To protect the security of this Deed of Trust, and with respect to the Property, Trustor expressly makes each and all of the agreements, and adopt and agree to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. said agreements, terms and provisions contained in said subdivision A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

TRUSTOR

_____

Dolores Silva Barbosa

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same is such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said

property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes and of all indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

RIDER TO FIRST RESTATED AND AMENDED DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS RIDER TO FIRST RESTATED AND AMENDED DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Rider**") is attached to and incorporated by reference to that certain First Restated and Amended Deed of Trust with Assignment of Rents (Single-Family Resident) executed by DOLORES SILVA BARBOSA as "**Trustor**," to FIRST AMERICAN TITLE INSURANCE COMPANY as "**Trustee**," in favor of IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic, as "**Beneficiary**." The First Restated and Amended Deed of Trust with Assignment of Rents, as hereby modified/supplemented by this Rider, is hereinafter referred to as the "Deed of Trust."

The following documents are incorporated herein by reference:

a. The First Restated and Amended Affordable Housing Agreement and Declaration of Covenants and Restrictions by and between Trustor as "Owner" and Beneficiary as "Authority" of even date herewith ("**Restated Agreement**"), which sets forth terms and conditions for Beneficiary's obligations under the Loan (as defined below) to Trustor. All terms which are not defined in this Deed of Trust shall have the meaning given in the Restated Agreement.

b. The First Restated and Amended Promissory Note of even date herewith ("**Restated Note**") with Trustor as "Borrower" and Beneficiary as "Authority" reflecting and original principal loan amount of Three Hundred Fifty-Eight Thousand Six Hundred Dollars ($358,600) ("**Loan**" or "**Note Amount**"), for which this Deed of Trust is security. As of December 5, 2020, the principal balance of the Note has been conditionally reduced to Eighty Nine Thousand Six Hundred Fifty Dollars ($89,650.00).

The parties hereto agree:

1. **Obligations Secured**. Trustor makes this grant and assignment for the purpose of securing the following obligations:

   a. Payment to Beneficiary of the Loan and all indebtedness at any time owing under the terms of the Restated Note;

   b. Payment and performance of all obligations of Trustor under this Deed of Trust;

   c. Payment and performance of all obligations of Trustor under the Restated Agreement;

   d. Payment and performance of all future advances and other obligations of Trustor or any other person, firm, or entity with the approval of Trustor, may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when the obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

e. All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

2. **Rental Obligations.** Trustor acknowledges and agrees that Trustor shall maintain the Property as rental property available for rental to Eligible Tenants at Affordable Rents as required by the Restated Agreement including providing annual certifications and financial information as set forth in the Restated Agreement.

3. **Mortgagee-in-Possession**. Neither the assignment of rents set forth in this Deed of Trust nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property, unless Beneficiary, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property.

4. **No Cure**. In the event Beneficiary collects and receives any rents under this Deed of Trust upon any default hereof, such collection or receipt shall in no way constitute a curing of the default.

5. **Waiver**. No delay or omission by Beneficiary in exercising any right or power accruing upon the compliance or failure of performance by Trustor hereto under the provisions of this Deed of Trust shall impair any such right or power or be construed to be a waiver thereof. A waiver by Beneficiary of a breach of, Event of Acceleration or any other of any failure of performance by, Trustor of any of the covenants, conditions or agreements hereof to be performed by Trustor shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

IN WITNESS WHEREOF, Trustor has executed this Rider as of the date set forth in the Deed of Trust.

TRUSTOR

_____

Dolores Silva Barbosa

EXHIBIT "1"

LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 1 OF PARCEL MAP NO. 62508, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 335, PAGES 90 TO 92 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

APN 8417-031-039

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

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

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

RECITALS

A. In exchange for financial assistance, the Irwindale Redevelopment Agency ("**Agency**") and Henry V. Barbosa and Margaret S. Barbosa, husband and wife (together, "**Original Owner**") entered into that certain Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land dated December 1, 2004 ("**Original Agreement**"), recorded on April 29, 2005 in the Official Records of Los Angeles County ("**Official Records**") as Instrument No. 05-1003467 against that certain real property commonly known as 16024 Calle de Paseo, Irwindale, California, as more particularly described in the legal description attached hereto as Exhibit "A" ("**Property**").

B. The financial assistance provided to Original Owner was in the form of a loan from the Agency in the amount of One Hundred Thousand Dollars ($100,000) ("**Original Note Amount**") as evidenced by that certain Promissory Note dated December 1, 2004 ("**Original Note**") which was secured by that certain Deed of Trust with Assignment of Rents dated December 1, 2004 and recorded on April 29, 2005 as Instrument No. 05-1003466 in the Official Records against the Property ("**Original Deed of Trust**"). Pursuant to the Original Note and related loan documents, the Original Note Amount has been partially forgiven and reduced conditioned upon there being no Event of Acceleration during the Loan Term and, as of the Effective Date of this Restated Agreement the balance of the Original Note is Twenty Five Thousand Dollars ($25,000). The Original Note Amount remains relevant to the Note because the amount of the annual forgiveness under the Note, which does not vest until the Loan Term has expired, is based on the Original Note Amount.

C. Agency provided the funds represented by the Original Note as a substantial rehabilitation housing improvement loan made to Original Owner pursuant to moderate-income loan provisions under the California Health & Safety Code Sections 50052.5, and pursuant to which certain restrictions were imposed by the Original Agreement on the Property including, but not limited to, transfers of the Property until November 30, 2049 ("**Restriction Termination Date**").

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

E. On or about December 4, 2006 and July 13, 2007, the Original Owner passed away. Owner is currently the owner of the Property as evidenced by that certain Grant Deed executed by Henry Silva Barbosa, as Successor Trustee of the Barbosa Family Trust dated June 6, 2007 ("**Trust Agreement**"), recorded on December 11, 2014 as Instrument No. 2014-1347617 in the Official Records.

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

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

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

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

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

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

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

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

"**Agency Loan**" means the loan made by Agency to Original Owner in the amount of One Hundred Thousand Dollars ($100,000) per the terms of the Original Agreement.

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

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

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

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

"**Eligible Person or Family**" or "**Eligible Persons or Families**" shall mean persons or families earning 120% or less of the median income, adjusted for family size, for the Los Angeles area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Owner's Representations, Warranties and Covenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

principal amount equal to the Original Note Amount. Pursuant to the Original Note and related loan documents, the Original Note Amount has been partially forgiven and reduced conditioned upon there being no Event of Acceleration during the Loan Term and, as of the Effective Date of this Restated Agreement the balance of the Original Note is Twenty Five Thousand Dollars ($25,000). The Original Note Amount remains relevant to the Note in part because the amount of annual forgiveness under the Note, which is conditional, is based on the Original Note Amount.

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

9. Note Repayment Amount and Shared Equity Appreciation.

9.1 Note Repayment Amount. In the event that the Agency Loan becomes due and payable upon the occurrence of an Event of Acceleration, Owner shall pay to Authority the entire Original Note Amount plus simple interest at the rate of three percent (3%) on the entire Original Note Amount at the time of the Event of Acceleration **plus** the shared equity appreciation as defined in Section 9.2. In addition to the principal and any interest due to Authority, and regardless of when the Event of Acceleration occurs, Owner shall pay to Authority an early termination charge equal to ten percent (10%) of the entire Original Note Amount. In the absence of any occurrence of an Event of Acceleration, the Original Note Amount (which as of the Effective Date has been reduced to Twenty Five Thousand Dollars ($25,000) shall be reduced annually by Five Thousand Dollars ($5,000) measured from April 29, 2005, which is the date of recordation of the Original Deed of Trust until the twentieth (20th) anniversary thereof ("**Loan Term**") at which time the principal on the Original Note Amount will be reduced to Zero Dollars ($0.00); provided, however, that such annual reduction in the principal does not vest until the Loan Term has expired, it being understood that the annual reductions are to be considered only as an accounting tool and will not vest until expiration of the Loan Term.

9.2 Shared Equity Appreciation. In the event of a Prohibited Transfer during the Affordability Period, in addition to repayment of the balance of the Original Note Amount (if the Prohibited Transfer should occur during the Loan Term), Authority shall receive a share of the sales proceeds that exceed the value of the Property at the time the Agency Loan was made in order to recover funds for other low and moderate-income housing pursuant to the Home Improvement Guidelines and state law. The Authority's share of the increase in equity shall be determined based on the length of time the Property has been occupied by an Eligible Person or Family prior to the Prohibited Transfer, pursuant to the table below. The Authority's share of the equity increase will be lowered in the event that the Prohibited Transfer is the result of the divorce or death of the Owner.

The amount of equity and appreciation to be shared shall be the gross sales price of the Property minus all of the following: (i) the portion of the down payment that came from Owner's own

funds; (ii) the reasonable costs of selling the Property: (iii) the costs of any authorized improvements made to the Property; and (iv) the principal portion of all payments the Owner made on the First Lien.

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

The following is provided as an example only:

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

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

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

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

i. no lawns with grasses in excess of six (6) inches in height;

ii. no untrimmed hedges;

iii. no trees, shrubbery, lawns, and other plant life dying from lack of water or other necessary maintenance;

iv. no trees and shrubbery grown uncontrolled without proper pruning;

v. no vegetation so overgrown as to be likely to harbor rats or vermin; and

vi. no dead, decayed, or diseased trees, weeds, and other vegetation.

10.2 No yard areas shall be left unmaintained, including:

i. no broken or discarded furniture, appliances, and other household equipment stored in yard areas for periods exceeding one (1) week;

ii. no packing boxes, lumber, trash, dirt, and other debris stored in yards for periods exceeding one (1) week in areas visible from public property or neighboring properties;

iii. no unscreened trash cans, bins, or containers stored for longer than reasonably required for removal by the City's waste haulers in areas visible from public property or neighboring properties; and

iv. no vehicles parked or stored in areas other than approved parking areas.

v. No inoperable vehicles stored where visible from public property or neighboring properties.

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

vi. no violation of state or federal law, Uniform Codes, or City ordinances, rules or regulations;

vii. no condition that constitutes an unsightly appearance that detracts from the aesthetics or property value of the subject property or constitutes a private or public nuisance;

viii. no broken windows or chipped, cracked or peeling paint; and

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

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

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

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

12. First Lien; Covenants Do Not Impair First Lien. The provisions of this Restated Agreement and the Authority Deed of Trust shall be subordinate to the that certain deed of trust recorded against the Property, made and held by PMC Bancorp, or its successors ("**Lender**") dated September 1, 2005 securing a loan in the amount of One Hundred Twenty Two Thousand Five Hundred Dollars ($122,500) and recorded on September 12, 2005 as Instrument No. 05-2185573 in the Official Records ("**First Lien**") and shall not impair the rights of Lender to exercise its remedies under the First Lien in the event of default under the First Lien by Owner. Such remedies under the First Lien include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Restated Agreement shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of the First Lien acquires title to the Property pursuant to a deed in lieu of foreclosure, this Restated Agreement shall automatically terminate upon such acquisition of title, provided that (i) Authority has been given written notice of a default under the First Lien, and (ii) Authority shall not have cured the default under such First Lien within the thirty (30) day period provided in such notice sent to Authority. Authority shall have the right but not the obligation to record a Request for Notice under Section 2924b of the Civil Code for notice of any default under the First Lien.

13. Defaults. Failure or delay by either party to perform any term or provision of this Restated Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Restated Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

14. Indemnification. Owner shall defend, indemnify and hold harmless Authority and the City and their respective officers, officials, agents, employees, representatives, and volunteers from and against any loss, liability, claim, or judgment relating in any manner to the Property, the Note, Authority Deed of Trust, the Original Agreement, and/or this Restated Agreement.

15. Insurance. During the Affordability Period, Owner shall maintain an all-risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on the Property, in a form, content and with companies approved by Authority. The policy shall name Authority as loss payee and shall contain a statement of obligation on behalf of the carrier to notify Authority of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Owner shall transmit a certificate of insurance and loss payee endorsement together with a copy of the actual policy to Authority within thirty (30) days of the Effective Date of this Restated Agreement, and Owner shall annually transmit to Authority a copy of the certificate of insurance, a full copy of the insurance policy and a loss payee endorsement, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. The copy of the certificate of insurance, the copy of the policy and loss payee endorsement shall be transmitted to Authority at the address set forth in Section 18.5.

16. Nondiscrimination. Owner covenants by and for himself, his successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

Owner, his successors and assigns, shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

16.1 In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

16.2 In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the

selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

16.3 In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the premises."

17. Term. Provided Owner is not in default of this Restated Agreement, this Restated Agreement shall expire on the Restriction Termination Date. At any time after the Restriction Termination Date, Owner may request in writing from Authority, and Authority shall execute and deliver to Owner, within thirty (30) days of such written request, a recordable document acknowledging full and final termination of this Restated Agreement, and releasing any further right, title, claim or interest of the Authority in and to the Property.

18. Miscellaneous.

18.1 Attorneys' Fees and Costs. If any action is brought to enforce the terms of this Restated Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

18.2 Controlling Agreement. Owner covenants that Owner has not executed, and will not execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that in any event, Owner understands and agrees that this Restated Agreement shall control the rights and obligations between the parties.

18.3 Severability. If any one or more of the provisions contained in this Restated Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Restated Agreement, and this Restated Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

18.4 Time. Time is of the essence of this entire Restated Agreement. Whenever under the terms of this Restated Agreement the time for performance falls on a day which is not a business day, such time for performance shall be on the next day that is a business day.

18.5 Notices. All notices required to be delivered under this Restated Agreement to the other party must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; or (iii) one (1) business day after deposit before the daily deadline time with a reputable overnight courier or service; in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

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

If to Owner: Dolores Silva Barbosa
16024 Calle de Paseo
Irwindale, CA 91706

18.6 Captions and Pronouns. The captions and headings of the various Sections of this Restated Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine, and neuter shall be freely interchangeable.

18.7 Running of Benefits and Burdens. All conditions, covenants, and restrictions contained in this Restated Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, Authority and its successors and assigns, against Owner, his successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Authority shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of Authority and such covenants shall run in favor of Authority for the entire period during which such covenants shall be in force and effect, without regard to whether Authority is or remains an owner of any land or interest therein to which such covenants relate. Authority shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any action at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

18.8 Construction. The rule of strict construction does not apply to this Restated Agreement. This Restated Agreement shall be given a reasonable construction so that the intention of the parties, to prevent any Prohibited Transfer or any use of the Property in violation of this Restated Agreement, is carried out.

18.9 Obligations Secured by Authority Deed of Trust. The payment and performance of all obligations of Owner under this Restated Agreement are secured by the Authority Deed of Trust.

18.10 Counterparts. This Restated Agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

18.11 Recordation. This Restated Agreement shall be recorded and shall be effective as of the date of recordation.

18.12 Waiver. No delay or omission by Authority in exercising any right or power accruing upon the compliance or failure of performance by Owner hereto under the provisions of the Note shall impair any such right or power or be construed to be a waiver thereof. A waiver by Authority of a breach of an Event of Acceleration or any other failure of performance by, Owner of any of the covenants, conditions or agreements hereof to be performed by Owner shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

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

"OWNER"

_____

Dolores Silva Barbosa

"AUTHORITY"

IRWINDALE HOUSING AUTHORITY, a public body, corporate & politic

By: _____
H. Manuel Ortiz, Chair

Attest:

_____

Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLC

By: _____
Adrian Guerra, Authority Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL 48, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 48 ET. SEQ., OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN 8417-031-039

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ 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

FIRST RESTATED AND AMENDED PROMISSORY NOTE

(Includes Shared Equity Appreciation)

Original Note Amount: $100,000 Irwindale, California

Note Amount as of April 29, 2020: $25,000 _____, 2021

Property Address:

16024 Calle de Paseo, Irwindale, California

Pursuant to the terms of this First Restated and Amended Promissory Note ("**Restated Note**") made as of the date specified above, **DOLORES SILVA BARBOSA**, a single woman ("**Borrower**"), promises to pay to the **IRWINDALE HOUSING AUTHORITY**, a public body, corporate and politic ("**Authority**"), the original principal sum of One Hundred Thousand Dollars ($100,000) ("**Original Note Amount**") at 5050 North Irwindale Avenue, California, 91706, or such other place as Authority may designate from time to time, in lawful money of the United States of America. This Restated Note is secured by that certain First Restated and Amended Deed of Trust of even date herewith executed by Borrower in favor of Authority as beneficiary ("**Authority Deed of Trust**").

This Restated Note supersedes in its entirety that certain Irwindale Redevelopment Agency ("**Agency**") Promissory Note dated December 1, 2004 made by Henry V. Barbosa and Margaret S. Barbosa, husband and wife ("**Original Borrowers**"), in the Original Note Amount payable to Agency ("**Original Note**") which was secured by a deed of trust. Authority is the Agency's successor in interest to all rights under the Original Note by operation of law, and Borrower is the Original Borrowers' successor in interest to all rights in the subject property.

Pursuant to the Original Note and related loan documents, the Original Note Amount has been partially forgiven and reduced conditioned upon there being no Event of Acceleration during the Loan Term and, as of the date of this Restated Note, the balance of the Original Note is Twenty Five Thousand Dollars ($25,000). The Original Note Amount remains relevant to this Restated Note because the amount of the annual forgiveness under the Original Note, which does not vest until the Loan Term has expired, is based on the Original Note Amount.

Restated Agreement. This Restated Note is made and delivered pursuant to and in implementation of that certain First Restated and Amended Affordable Housing Agreement and Declaration of Covenants and Restrictions of even date herewith between Borrower and Authority ("**Restated Agreement**"), a copy of which shall be recorded immediately preceding the recordation of the Authority Deed of Trust and incorporated herein by reference. Borrower acknowledges that but for the execution of this Restated Note, Authority would not have entered into the Restated Agreement. All capitalized terms which are not defined in this Restated Note shall have the meaning given in the Restated Agreement.

Interest Rate. Unless as otherwise provided in the Restated Agreement, the Original Note Amount shall bear interest at the rate of three percent (3%) per annum. Borrower's obligations also include payment of the equity share appreciation as defined in the Restated Agreement.

Time of Payment. So long as there is no Event of Acceleration (as defined below), no money payments shall be owing hereunder, and the Original Note Amount shall be deemed to fully amortize over the Loan Term such that the Original Note Amount is deemed fully paid by the twentieth (20th) anniversary of April 29, 2005.

Event of Acceleration. The Original Note Amount, as it may have been amortized pursuant to the foregoing paragraphs, shall become due and immediately payable in accordance with Section 8 of the Restated Agreement, upon the occurrence of any one of the following events of acceleration ("**Event of Acceleration**"): (i) a Prohibited Transfer (as defined in the Restated Agreement); (ii) the refinancing of the lien to which the Authority Deed of Trust is subordinate ("**First Lien**") for a loan amount which would provide a total encumbrance which exceeds the maximum amount permitted under the City of Irwindale Low and Moderate Home Improvement Program; (iii) if at any time Borrower fails to comply with the loan terms including that the Property be occupied by an Eligible Person or Family who has purchased or otherwise acquired the Property at not more than the Affordable Housing Cost (as such terms are defined in the Restated Agreement); or (iv) Borrower is in default of any other obligation under the Restated Agreement, this Restated Note, or the Authority Deed of Trust.

Note Repayment Amount. In the event that the Original Note Amount becomes due and payable upon the occurrence of an Event of Acceleration, Borrower shall pay to Authority the entire Original Note Amount plus simple interest at the rate of three percent (3%) on the entire Original Note Amount at the time of the Event of Acceleration **plus** the shared equity appreciation as defined in the Restated Agreement. In addition to the principal and any interest due to Authority, and regardless of when the Event of Acceleration occurs, Borrower shall pay to Authority an early termination charge equal to ten percent (10%) of the entire Original Note Amount. In the absence of any occurrence of an Event of Acceleration, the Original Note Amount (which as of the date of this Restated Note has been reduced to Twenty Five Thousand Dollars ($25,000)) shall be reduced annually by Five Thousand Dollars ($5,000) measured from April 29, 2005, which is the date of recordation of the Affordable Housing Agreement and Declaration of Covenants and Restrictions, until the twentieth (20th) anniversary thereof ("**Loan Term**") at which time the principal on the Original Note Amount will be reduced to Zero Dollars ($0.00); provided, however, that such annual reduction in the principal does not vest until the Loan Term has expired, it being understood that the annual reductions are to be considered only as an accounting tool and will not vest until expiration of the Loan Term.

Security for Note. This Restated Note is secured by the Authority Deed of Trust.

Joint and Several. The undersigned, if more than one, shall be jointly and severally liable hereunder.

Attorney's Fees and Costs. In the event that Authority takes any action to enforce this Restated Note, Borrower shall pay reasonable attorney fees, costs, and expenses incurred by Authority in connection with such action or proceeding brought to enforce any of the provisions of this Restated Note.

Assignment. Nothing in this Restated Note shall be constructed to affect or diminish Authority's right to assign all or any portion of this Restated Note or its rights to the proceeds of this Restated Note.

Time. Time is of the essence of all obligations under this Restated Note.

Modification or Amendment. This Restated Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be firmly attached to this Restated Note so as to become a permanent part thereof.

Severability. The covenants of this Restated Note are severable. Invalidation of any covenant or any part thereof by law, judgment, or court order shall not affect any other covenant.

Borrower's Waivers. Borrower waives any rights to require the Authority to (a) demand payment of amounts due (known as "presentment"); (b) give notice that amounts due have not been paid (known as "notice of dishonor"); and (c) obtain an official certification of nonpayment (known as a "protest").

Notices. Any notice that must be given to Borrower under this Restated Note will be given by delivering it or by mailing it by certified mail addressed to Borrower at the address provided under Section 18.5 of the Restated Agreement, or as Borrower shall direct from time to time in writing. Any notice that must be given to the Authority under this Restated Note will be given by mailing it certified mail to the Authority at the address stated in the preamble to this Restated Note or such other address as Authority may direct from time to time in writing.

Successors. The covenants and agreements contained in this Restated Note shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Authority.

Waiver. No delay or omission by Authority in exercising any right or power accruing upon the compliance or failure of performance by Borrower hereto under the provisions of this Restated Note shall impair any such right or power or be construed to be a waiver thereof. A waiver by Authority of a breach of an Event of Acceleration or any other failure of performance by, Borrower of any of the covenants, conditions or agreements hereof to be performed by Borrower shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

IN WITNESS WHEREOF, Borrower has executed this Restated Note as of the date set forth above.

"BORROWER"

_____

Dolores Silva Barbosa

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

APN 8417-031-039

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

FIRST RESTATED AND AMENDED DEED OF TRUST WITH ASSIGNMENT OF RENTS

(Securing Shared Equity Appreciation)

THIS FIRST RESTATED AND AMENDED DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Deed of Trust**") is made as of the __ day of _____, 2021, by and between **DOLORES SILVA BARBOSA** ("**Trustor**"), whose address is 16024 Calle de Paseo, Irwindale, CA 91706, **FIRST AMERICAN TITLE INSURANCE COMPANY** ("**Trustee**"), whose address is 1 First American Way, Santa Ana, California 92701, and the **IRWINDALE HOUSING AUTHORITY**, a public body corporate and politic ("**Beneficiary**"), whose address is 5050 North Irwindale Avenue, Irwindale, California 91706.

RECITALS:

A. Upon recordation in the Official Records of Los Angeles County, California ("**Official Records**"), this First Restated and Amended Deed of Trust shall restate, amend and supersede in its entirety that certain Deed of Trust with Assignment of Rents (Single-Family Residence) dated December 1, 2004 executed by Henry V. Barbosa and Margaret S. Barbosa ("**Original Borrowers**"), as husband and wife, to the Irwindale Redevelopment Agency securing that certain Promissory Note made by Original Borrowers in the amount of One Hundred Thousand Dollars ($100,000) which was recorded on April 29, 2005 as Instrument No. 05-1003466 in the Official Records against that certain real property in the City of Irwindale, County of Los Angeles, State of California described on Exhibit "1" ("**Property**").

B. Beneficiary is the successor-in-interest to the Irwindale Redevelopment Agency.

GRANT:

Trustor grants to Trustee in trust, with power of sale, the Property together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of One Hundred Thousand Dollars ($100,000), with interest thereon according to the terms of that certain First Restated and Amended Promissory Note of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or their successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. As of April 29, 2020, the principal balance of the Note has been conditionally reduced to Twenty Five Thousand Dollars ($25,000).

THIS DEED OF TRUST IS HEREBY MODIFIED/SUPPLEMENTED BY THE TERMS OF THAT CERTAIN RIDER TO DEED OF TRUST WHICH IS ATTACHED TO THIS DEED OF TRUST AND INCORPORATED HEREIN BY REFERENCE.

To protect the security of this Deed of Trust, and with respect to the Property, Trustor expressly makes each and all of the agreements, and adopt and agree to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. said agreements, terms and provisions contained in said subdivision A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

TRUSTOR

_____

Dolores Silva Barbosa

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same is such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said

property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes and of all indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

RIDER TO FIRST RESTATED AND AMENDED DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS RIDER TO FIRST RESTATED AND AMENDED DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Rider**") is attached to and incorporated by reference to that certain First Restated and Amended Deed of Trust with Assignment of Rents (Single-Family Resident) executed by DOLORES SILVA BARBOSA as "**Trustor**," to FIRST AMERICAN TITLE INSURANCE COMPANY as "**Trustee**," in favor of IRWINDALE HOUSING AUTHORITY, a public body, corporate and politic, as "**Beneficiary**." The First Restated and Amended Deed of Trust with Assignment of Rents, as hereby modified/supplemented by this Rider, is hereinafter referred to as the "Deed of Trust."

The following documents are incorporated herein by reference:

a. The First Restated and Amended Affordable Housing Agreement and Declaration of Covenants and Restrictions by and between Trustor as "Owner" and Beneficiary as "Authority" of even date herewith ("**Restated Agreement**"), which sets forth terms and conditions for Beneficiary's obligations under the Loan (as defined below) to Trustor. All terms which are not defined in this Deed of Trust shall have the meaning given in the Restated Agreement.

b. The First Restated and Amended Promissory Note of even date herewith ("**Restated Note**") with Trustor as "Borrower" and Beneficiary as "Authority" reflecting and original principal loan amount of One Hundred Thousand Dollars ($100,000) ("**Loan**" or "**Note Amount**"), for which this Deed of Trust is security. As of April 29, 2020, the principal balance of the Note has been conditionally reduced to Twenty Five Thousand Dollars ($25,000).

The parties hereto agree:

1. **Obligations Secured**. Trustor makes this grant and assignment for the purpose of securing the following obligations:

a. Payment to Beneficiary of the Loan and all indebtedness at any time owing under the terms of the Restated Note;

b. Payment and performance of all obligations of Trustor under this Deed of Trust;

c. Payment and performance of all obligations of Trustor under the Restated Agreement;

d. Payment and performance of all future advances and other obligations of Trustor or any other person, firm, or entity with the approval of Trustor, may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when the obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

e. All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

2. **Mortgagee-in-Possession**. Neither the assignment of rents set forth in this Deed of Trust nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property, unless Beneficiary, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property.

3. **No Cure**. In the event Beneficiary collects and receives any rents under this Deed of Trust upon any default hereof, such collection or receipt shall in no way constitute a curing of the default.

4. **Waiver**. No delay or omission by Beneficiary in exercising any right or power accruing upon the compliance or failure of performance by Trustor hereto under the provisions of this Deed of Trust shall impair any such right or power or be construed to be a waiver thereof. A waiver by Beneficiary of a breach of, Event of Acceleration or any other of any failure of performance by, Trustor of any of the covenants, conditions or agreements hereof to be performed by Trustor shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

IN WITNESS WHEREOF, Trustor has executed this Rider as of the date set forth in the Deed of Trust.

TRUSTOR

_____

Dolores Silva Barbosa

EXHIBIT "1"

LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 48, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 48 ET. SEQ., OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN 8417-031-039

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

RA Item 1B

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

City of
IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Honorable Chairman and Members of the Irwindale Reclamation Authority

From: William K. Tam, Executive Director

Issue: 2021 First Quarter Mining Report of Nine (9) SMARA Pits

Executive Director's Recommendation:

That the Irwindale Reclamation Authority receive and file this report.

Administrative Action:

Submitted by:

Arsanious Hanna
Authority Engineer/Building Official

Prepared by:

Francisco Carrillo
Construction Compliance Manager
Phone: (626) 430-2251

Reviewed by:

Adrian R. Guerra, Authority Counsel — Electronically Approved

Eva Carreon
Authority Finance Director / Authority Treasurer — Electronically Approved

Approved by:

William Tam, Executive Director

Background and Analysis:

The table below summarizes the reporting from the 2021 first quarter mining report of the estimated 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 2020 through February 2021 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	500,582	56,045,216
Peck Road Gravel Pit	15,000	281,000
United Pit No. 3	No Production	370,470
Vulcan Reliance I	412,634	26,458,366
Vulcan Durbin	552,500	34,060,500

A total of approximately *1,480,716 tons* of material were produced during the reporting period, December 2020 through February 2021, from the five (5) SMARA Pits listed above. This is approximately *2,834 tons* more than reported in the previous quarter. Peck Road Gravel Pit and Vulcan Reliance I straddle jurisdiction lines between the cities of Irwindale and Monrovia, and Irwindale and Azusa, respectively. However, the amounts reported for those two sites are for production and backfill within the City of Irwindale only. There is currently no mining occurring in Monrovia's jurisdiction of the Peck Road Gravel Pit or in Azusa's jurisdiction of Vulcan Reliance I.

Below is a summary of the 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	Underwater fill east side of the pit
United Pit No. 4	Active	Processing Plant
Olive Pit	Active	Talus removal
Azusa Western Pit	Inactive	Inactive

During the 2021 first quarter reporting period, reclamation activity was also reported from three (3) SMARA Pits listed below. Below is a summary of the reclamation activity at these three SMARA Pits.

Mine Site	Estimated Fill (in tons) Placed December 2020 through February 2021 (C.Y.)
Lehigh Hanson Pit	137,824
United Pit No. 2	373,705
Vulcan Durbin Pit	89,998

As to the status of the City Owned Olive Pit, CA Mine ID # 91-19-0052:

The mining operator, United Rock Products, is still negotiating an easement needed for the pedestrian crossing at the railroad crossing before they can finalize the traffic signal design at the intersection of Los Angeles St. and Azusa Canyon Rd. Approximately *390,110 tons* of talus were removed from the site during this quarter, which was previously stockpiled during the construction of the access road.

Fiscal Impact:

None

RA Item 1C

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

City of IRWINDALE
AGENDA REPORT

Date: March 10, 2021

To: Reclamation Authority Board

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

Issue: Investment Quarterly Report for December 31, 2020.

City Manager/Executive Director's Recommendation:

For the Reclamation Board to receive and file the Investment Quarterly Report for December 31, 2020.

Administrative Action:

Submitted by:

Eva Carreon, Finance Director/City Treasurer
(626) 430-2221 — *Approved electronically*

Prepared by:

Jeanette Duran, Finance Manager — Duran

Reviewed by:

Adrian R. Guerra, City Attorney/Authority Counsel — *Approved electronically*

Eva Carreon, Finance Director/City Treasurer — *Approved electronically*

Approved by:

William K. Tam, City Manager/Executive Director

Background and Analysis:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments to the City Council/Board Members for review and compliance with the City's adopted investment policy.

The City's Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority. The Reclamation Authority's funds are included in the City's cash and investment balances. The Investment Report for the quarter ending December 31, 2020 was presented to the City Council, Housing Authority, and Successor Agency Board on January 27, 2021. The Reclamation Authority was not scheduled to meet on that date, and therefore it is appropriate to present the same Quarterly Investment Report to the Reclamation Authority during their next regularly scheduled meeting.

The attached Investment Report summarizes the cash balances and investments as of December 31, 2020 for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general account with Bank of the West also include all funds of the City and its agencies, which then also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

Fiscal Impact:
There is no fiscal impact to receive and file this report.

Attachment:
City of Irwindale Investment Report – December 31, 2020

CITY OF IRWINDALE
INVESTMENT REPORT
December 31, 2020

DESCRIPTION OF SECURITY	PAR VALUE/ ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BANK OF THE WEST GENERAL ACCOUNT	$ 687,074	0.36%			$ 687,074	
LOCAL AGENCY INVESTMENT FUND (LAIF)	55,444,993	0.54%			$ 55,444,993	
US GOVERNMENT AGENCIES						
FEDERAL HOME LOAN MTG CORP (FHLMC)	5,000,000	1.88%	01/15/20	01/15/25	5,001,900	AAA
Sub-Total US Government Agencies:	5,000,000				5,001,900	
CERTIFICATES OF DEPOSIT						
LAKESIDE BK (LKSDB)	240,000	1.85%	06/22/17	03/22/21	240,984	
FIRSTRUST SVGS BK (SEMPRE)	240,000	1.90%	06/23/17	06/23/21	242,146	
MARINE BK (CIBH)	240,000	1.85%	06/29/17	06/29/21	242,162	
SIGNATURE BANK (COMMF)	240,000	1.85%	06/30/17	06/30/21	242,174	
GOLD COAST BANK (GDCOB)	240,000	1.90%	06/28/17	12/28/21	244,399	
CAPITAL ONE BANK (COF)	240,000	2.25%	12/29/16	12/29/21	245,261	
CITIZENS ST BK (CSBSH)	240,000	1.90%	06/30/17	12/30/21	244,423	
FIRST ST BANK (FRSTE)	240,000	2.00%	06/30/17	04/29/22	246,168	
BRIDGEWATER BK (BRDGW)	240,000	2.00%	06/29/17	06/29/22	246,898	
MARLIN BUSINESS BK (MRLN)	240,000	2.05%	06/29/17	06/29/22	247,078	
COMENITY CAP BK (ADSK)	240,000	2.25%	06/30/17	06/30/22	247,810	
Sub-Total Certificates of Deposit:	2,640,000				2,689,503	
Total City of Irwindale Investments (Pooled Funds):	**63,772,067**				**63,823,470**	
HOUSING AUTHORITY (Funds 11 & 12)						
BANK OF THE WEST GENERAL ACCOUNT	748,219	0.36%			748,219	
LOCAL AGENCY INVESTMENT FUND (LAIF)	14,454,251	0.54%			14,454,251	
	15,202,470				15,202,470	
SUCCESSOR AGENCY (Funds 50-66)						
BANK OF THE WEST GENERAL ACCOUNT	1,540,106	0.36%			1,540,106	
LOCAL AGENCY INVESTMENT FUND (LAIF)	7,210,400	0.54%			7,210,400	
	8,750,506				8,750,506	
GRAND TOTAL OF INVESTMENTS	**87,725,043**				**87,776,446**	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 10, 2020. 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 **0.28** years, and the weighted average yield of the City's pooled investments at cost is **0.651%.** Market prices of securities are obtained directly through Bank of the West. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month account analysis statement.

Approved by _____ Eva Carreon, Director of Finance/City Treasurer