

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL MEETING OF THE IRWINDALE

CITY COUNCIL

HOUSING AUTHORITY

November 29, 2023

SPECIAL MEETING – 5:30 P.M.

CLOSED SESSION – CONFERENCE ROOM
OPEN SESSION – CITY COUNCIL CHAMBER

H. MANUEL ORTIZ - Mayor

ALBERT F. AMBRIZ - Mayor Pro Tem

MARK A. BRECEDA - Councilmember

LARRY G. BURROLA - Councilmember

MANUEL R. GARCIA - Councilmember

Via View Only Zoom Webinar:

<https://us02web.zoom.us/j/87104592389>

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

Listen Over Phone: 1-669-900-6833; Webinar ID: 871-0459-2389

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

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

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

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

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– 5:30 P.M.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **ROLL CALL:** Councilmembers: Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia; Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz
5. **AB 2449 DISCLOSURES**
Remote participation by a member of the legislative body for just cause or emergency circumstances
6. **CHANGES TO THE AGENDA**
7. **RECESS TO CLOSED SESSION**
 - A. Conference with Legal Counsel – Existing Litigation
[Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)]
-
Name of Case: Five Points, LP vs. City of Irwindale
Case Number: 22STCV01394
 - B. Conference with Real Property Negotiator
Pursuant to California Government Code Section 54956.8

Property: Las Casitas (5164 Ayon Avenue)
Parties: Northridge Group & Housing Authority
Under Negotiation: Price and terms of potential sale
 - C. Conference with Legal Counsel - Anticipated Litigation
Initiation of litigation [Pursuant to Government Code Section 54956.9 (d)(4)]

Number of Cases: One
8. **RECONVENE IN OPEN SESSION**
9. **REPORT FROM CLOSED SESSION**
10. **CONSENT CALENDAR**
 - A. Request to approve the parade permit and a Fee Waiver for the procession or parade license fee for the “Our Lady of Guadalupe Church Fiesta” procession being held by Our Lady of Guadalupe

Church on December 9- 10, 2023

Department: Community Development

Recommendation: That the City Council **adopt Resolution No. 2023-89-3467** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PARADE PERMIT AND A FEE WAIVER FOR THE PROCESSION LICENSE FEE FOR THE OUR LADY OF GUADALUPE CHURCH FIESTA ON DECEMBER 9-10, 2023.".

- B. Request to approve Amendment No. 2 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for the construction of proposed future buildout of project site located at 500 Speedway Drive [APNs]: 8532-004-022, 8532-004-026, and 8532-004-025.

Department: Community Development

Recommendation: That the City Council approve the attached contract Amendment No. 2 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 500 Speedway Drive, Irwindale, CA 91706.

- C. Request to Approve Amendment No. 1 to a Professional Consulting Contract with Willdan Financial Services to prepare and Affordable Housing Commercial/Industrial Linkage Fee Study

Department: Community Development

Recommendation: Approve the contract Amendment No. 1 to Willdan Financial Services for the preparation of an Affordable Housing Commercial/Industrial Linkage Fee Study.

11. SPONTANEOUS COMMUNICATIONS

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

12. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the special meeting of the City Council and Housing Authority, to be held on November 29, 2023, be posted at the City Hall, Library, and Post Office on November 27, 2023.



Laura M. Nieto, MMC
Chief Deputy City Clerk

City of
IRWINDALE
AGENDA REPORT

Date: November 29, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Request to approve the parade permit and a Fee Waiver for the procession or parade license fee for the "Our Lady of Guadalupe Church Fiesta" procession being held by Our Lady of Guadalupe Church on December 9-10, 2023.

City Manager's Recommendation:

That the City Council adopt Resolution No. 2023-89-3467 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PARADE PERMIT AND A FEE WAIVER FOR THE PROCESSION LICENSE FEE FOR THE OUR LADY OF GUADALUPE CHURCH FIESTA ON DECEMBER 9=10, 2023.".

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development
Director

Electronically Approved

Prepared by:

Jeff Tyler, Senior Code Enforcement Officer

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager

Electronically Approved

Background and Analysis:

Our Lady of Guadalupe Church is requesting a fee waiver. Our Lady of Guadalupe Church plans to have their annual "Our Lady of Guadalupe Church Fiesta" taking place on Saturday, December 9, 2023 and Sunday, December 10, 2023, which will include a procession honoring Our Lady of Guadalupe which is a multicultural community event that traces its roots back to the 16th Century in what is now modern day Mexico City. The procession while honoring Our Lady of Guadalupe also honors and incorporates Aztec and European symbolism, is a free community event open to the public that will be held on Sunday, December 10, 2023 from 2:00 p.m. – 4:00 p.m. The procession will start at Our Lady of Guadalupe Church, 16025 E. Cypress Street at 2:00 p.m. and will end at Our Lady of Guadalupe Church at 4:00 p.m.

The original procession route submitted by the applicant included a route through a residential area and after meeting with City staff the procession route has been revised as follows to address safety concerns. Participants will gather at the starting point, Our Lady of Guadalupe Church. The route of the event will be to head west on Cypress Street to Irwindale Avenue where the procession will turn right heading north on Irwindale Avenue until reaching Calle De Paseo. At Calle De Paseo, the procession will turn right heading east and then turn left on the service road in front of City Hall. At the service road, the procession will head north to Calle De Norte. At Calle De Norte, the procession will turn left heading west to Irwindale Avenue. At Irwindale Avenue, the procession will turn left and head south to Cypress Street. At Cypress Street, the procession will turn left heading east where the procession will return to Our Lady of Guadalupe Church. The procession for this event will include two pick-up trucks carrying religious images, churros, dancers and approximately 800 participants who will be walking in the nonreligious procession. Traffic control services for the procession will be provided by So Cal Elite Traffic, Inc. All religious ceremonies will take place onsite at Our Lady of Guadalupe Church, which is unrelated to the procession for which the fee waiver is sought.

In order for Our Lady of Guadalupe Church to host this multicultural community event, the City of Irwindale requires a Special Event Permit, a Parade Permit and a Procession or Parade License, which includes a fee of \$4,855.00. Our Lady of Guadalupe Church has paid the required Special Event Permit application of \$150.00 and this permit will be issued prior to the event date.

On November 16, 2023, the Church submitted a Fee Waiver request for the Parade or Procession License fee of \$4,855.00 to make this event possible.

The applicant's request to waive the Parade/Procession fees meets the criteria for consideration of a fee waiver according to the City of Irwindale's Fee Adjustment Policy. The Policy encourages investment in community events, as well as development and improvements to facilities used by local, not-for-profit or charitable organizations which cater to the residents and businesses of the City.

In accordance with the approved "City of Irwindale Fee Adjustment Policy." This event qualifies for a fee waiver according to Section I, subsection H. "Any other fee the City may deem necessary to achieve the stated goals of this Policy" and Section II, subsection (2) (a), as this event will "Benefit the community." The Church is a non-profit organization and the

procession provides a public benefit by supporting cultural, civic and community peace and understanding.

Fiscal Impact:

The approval of this item will result in a total fee waiver of \$4,855.00.

Attachments:

- A – Resolution 2023-89-3467
- B – Waiver Request, dated November 16, 2023
- C – Special Event Permit Application
- D – City of Irwindale Fee Adjustment Policy
- E – City of Irwindale Application for Fee Adjustment

RESOLUTION NO. 2023-89-3467

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE PARADE PERMIT AND A FEE WAIVER FOR THE
PROCESSION LICENSE FEE FOR THE OUR LADY OF GUADALUPE
CHURCH FIESTA ON DECEMBER 9-10, 2023**

WHEREAS, Our Lady of Guadalupe Church, the Applicant, submitted a Special Event Permit application to the Community Development Department on October 18, 2023 for the City of Irwindale's ("City") approval of a special event "SEP 14-2023 Our Lady of Guadalupe Church Fiesta" taking place on Saturday, December 9, 2023 and Sunday, December 10, 2023; and

WHEREAS, the Fiesta is a multicultural community event that traces its roots back to the 16th Century in what is now modern day Mexico City. The procession, while honoring Our Lady of Guadalupe, also honors and incorporates Aztec and European symbolism and incorporates a procession. The Applicant is required under Irwindale Municipal Code (IMC) Section 10.44.080 "Parade Permit Requirements" to have City Council approval of a parade or procession permit; and

WHEREAS, the Applicant, being a non-profit community based organization within the City is holding a community event which qualifies for a fee waiver according to the approved "City of Irwindale Fee Adjustment Policy;"

WHEREAS, the procession for this event will include two pick-up trucks carrying religious images, churros, dancers and approximately 800 participants who will be walking in the nonreligious procession, and all religious ceremonies will take place onsite at Our Lady of Guadalupe Church, which is unrelated to the procession for which the fee waiver is sought; and

WHEREAS, the event qualifies for and the City Council desires to waive the \$4,855.00 Procession fee in accordance with the City of Irwindale Fee Adjustment Policy because the Church is a non-profit organization and the procession provides a public benefit by supporting cultural, civic and community peace and understanding.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby approves the issuance of a parade permit for the special event "SEP 14-2023 Our Lady of Guadalupe Church Fiesta"

procession taking place on December 10, 2023.

SECTION 2. The City Council finds that waiving the Procession License fee of \$4,855.00 for this special event “SEP 14-2023 Our Lady of Guadalupe Church Fiesta” which includes a procession that serves a valid public purpose of providing a public benefit to the community by supporting civic and community peace and understanding.

SECTION 3. Based on the above finding, the City Council hereby approves the City of Irwindale Application for Fee Adjustment and hereby waives the Procession License fee of \$4,855.00.

SECTION 4. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 29th day of November 2023.

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. 2023-89-3467 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 29th day of November 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Our Lady Of Guadalupe Catholic Church

Irwindale, California

A Roman Catholic Christian Community of Faith, Worship and Service

November 16th, 2023

RE: Our Lady of Guadalupe Church Fiesta
December 9th and 10th, 2023

Hello Randy,

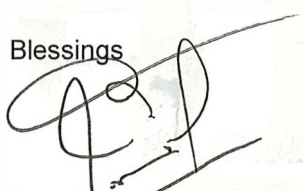
First, I want to thank you and the city for all the support that we had received in the past to Our Lady of Guadalupe Catholic Church.

Also, I want to thank you in the name of Our church Communication and for information about our request for our annual fiesta in honor to Our Lady of Guadalupe.

The Fiesta is an event to raise funds for the needs of the church - As you know we depend basically in the donations from our parishioners, lately after the pandemic, these donations decreased, so we need to do special events so we can alleviate the cost of maintenance and repairs.

For this reason, I am requesting to you the possibility of a waive the fee of \$4,855.00 - because we are not really a business, but a nonprofit organization, in the name of the community of Our Lady of Guadalupe, we appreciate all the attention you are giving to our request.

Blessings



Deacon José Guadamuz

Special Event Permit Application

City of Irwindale • Community Development Department

5050 Irwindale Avenue • Irwindale, California 91706 • (626) 430-2208

By completing the information requested, this application will serve as a request for approval of a special event/temporary use permit. Planning Division staff will assist you in completing this application and can be reached at (626) 430-2208. Planning Division counter hours are 8:00 AM to 6:00 PM, Monday through Thursday.

The Planning Department requires that Special Event Permit Applications be completed and submitted for processing and application fee paid at least thirty (30) calendar days prior to the date of the proposed event. **PLEASE NOTE:** Applications submitted less than ten (10) calendar days prior to a proposed event **WILL NOT** be accepted. Submission of a Special Event Permit Application is not a guarantee that your event can be permitted. It is recommended that you do not promote your event until you've received confirmation from the Community Development Department that your event may proceed.

Event Information

Name of Proposed Event: OUR LADY OF GUADALUPE CHURCH FIESTA

Location of Event: 16025 E. CYPRESS STREET, IRWINDALE CA 91706

Event Date(s) and Event Hours: DECEMBER 9TH 8:00 AM TO 11:00 PM, DECEMBER 10TH 8:00 AM TO 11:00 PM

On-site Contact(s): FR. HECTOR WILLIAM RODRIGUEZ

Please give a detailed description of the proposed event. (Attach separate sheets, if necessary.)

CARNIVAL, RIDES, FOOD BOOTHS, GAMES BOOTHS, ETC.,

Please list all temporary equipment (e.g. tents, fencing, canopies, stages, seating equipment, carnival rides, ticket booths, food booths, vendor booths, etc.) or temporary facilities (e.g. restrooms, etc.) that will be used in conjunction with this event. (Please indicate the location of all temporary equipment and temporary facilities on the site plan.)

TENTS, STAGE, CHAIRS, CARNIVAL RIDES, TICKETS BOOTHS, FOOD BOOTHS, PLOT PLAN ATTACHED

Will there be any type of entertainment (live or recorded)? ☒ Y ☐ N If yes, please provide specific details of the nature of entertainment (e.g. names of entertainers, dates and hours of appearance, etc.) and attach a schedule of events.

FOOD BOOTHS PROVIDED BY CHURCH MINISTRIES

TYPE OF BOOTHS NOTED, NOT PLOT PLAN

Will this event consist of any vendors? ☐ Y ☒ N If yes, please indicate the total number of vendors and the type of (sales food or merchandise) that will be conducted during this event. In addition, provide a list of all vendor names, including vendor business address, contact person's name and telephone number. (Please indicate vendor locations on site plan.)

Will alcoholic beverages be sold or served during the event? ☐ Y ☒ N If yes, please indicate the date and hour that alcoholic beverages will be available for consumption. (Please indicate the location of all alcoholic beverage booths on the site plan.)

Is there an admission fee to this event? ☐ Y ☒ N If yes, what is the admission fee? _____ Are tickets being sold in advance? ☐ Y ☒ N If yes, please indicate source of ticket sales. _____

Special Event Permit Application

Is there a parking fee for this event? ☐ Y ☒ N If yes, what is the parking fee? _____

(Please, attach a detailed plot plan of the parking site. Plan should include lane access and exits.)

Is this event being advertised? ☒ Y ☐ N If yes, please indicate the source of advertisement (e.g. radio, television, newspaper, fliers, etc.) FLIERS

Anticipated daily attendance: APROX. 800

The City of Irwindale requires private security at all special events. Please submit the company name and the proposed security plan for this event. Plan must include security deployment for the event area, parking site, and traffic control.

PRIVATE SECURITY COMPANY

Property Owner Certification

I certify that I am presently the legal owner of the above-described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and correct. (If the undersigned is different from the legal property owner, a letter of authorization must accompany this form.)

MICHAEL DAVITT - DIRECTOR REAL STATE

Print Name and Title

Signature

Address

Phone Number

E-mail Address

09-26-2023

Date

Applicant Certification

Any false, misleading or fraudulent statement of material fact in the required application shall be grounds for denial of the application for a special/temporary use permit.

I have used all reasonable diligence in completing this form. I have reviewed the form and to the best of my knowledge the information contained herein is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

FR. HECTOR WILLIAM RODRIGUEZ

Print Name and Title

Signature

16025 E. CYPRESS STREET, IRWINDALE CA 91706

Address

Phone Number

E-mail Address

09-26-2023

Date

INDEMNIFICATION CLAUSE FOR SPECIAL EVENT PERMIT

The Applicant here after "Indemnitor" agrees to the following indemnification clause:

Indemnitor Jose' Guadalupe shall indemnify, protect, defend and hold harmless the City of Irwindale (City), its officers, officials, employees, agents and volunteers ("Indemnified Parties") from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of Indemnitor, its officers, agents and/or employees, whether intentional or negligent, (collectively, "Claims") in the performance of this Agreement. In addition to bearing the full cost and expenses of defending the City, the Indemnitor shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs resulting or related to any such Claims.

I HAVE READ AND UNDERSTAND THE ABOVE

DATE 10-18-2023

Special Event Permit Application

Minimum Requirement Checklist For SEP Filing

- ☒ 1. Completed Special Event Permit Application – Signed by applicant and property owner.
- ☒ 2. Completed and signed by applicant – "Indemnification Clause for Special Event Permit." (SEP Application Page 2).
- ☒ 3. Attach a detailed site plan of the event; plan should include the following information (if applicable):
 - Location of all temporary equipment
 - Vendor Locations
 - Parking site (Including lane access and exists)
- ☒ 4. Special Event Permit Application fee paid. Application cannot be accepted and processed until required fee is paid.
- ☐ 5. The applicant shall require all vendors that are expected to make any taxable sales transactions at this Irwindale event to complete form **BOR-530-B REV. 4 (10-98) LOCAL TAX ALLOCATION FOR TEMPORARY SALES LOCATIONS AND CERTAIN AUCTIONEERS**, and to submit the completed form to the California State Board of Equalization.
- ☐ 6. The event organizer and all event vendors are required to obtain a City of Irwindale business license. Business license applications must be filed online and have all fees paid prior to the event. Contact (626)430-2252 for additional information. Apply online at <http://www.irwindaleca.gov/186/Business-License>.
- ☐ 7. The County of Los Angeles Public Health Department requires that the event organizer and all food vendors (including restaurants) participating in the event must obtain a Temporary Food Facility (TFF) permit.
LA County Department of Public Health, Environmental Health Division: <http://www.publichealth.lacounty.gov/eh/>

Additional Requirements For Irwindale Speedway & Event Center (aka Irwindale Speedway) Filing

- ☐ 8. All Special Events shall be pre-approved by the City and shall take place in City-approved areas within the Irwindale Speedway & Event Center site.
- ☐ 9. Attach a detailed site plan of the event; plan should include the following information (if applicable):
 - The base for this required site plan shall be the Irwindale Speedway & Event Center Site Plan of Record that was approved by the City or a clear aerial image of the entire site.
 - Description of the parking layout, vehicle circulation details, on-site traffic signage details, and drag strip layout for review and approval by the Planning Department, Public Works/Engineering Department and by the Police Department.
- 10. **Please Note:** If the SEP application for proposed IEC event is submitted less than twenty (20) calendar days before the event, Applicant shall pay an additional fee of \$250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

City Required Accounting For All Admissions And Parking Fees Collected

- ☐ 11. In accordance with Irwindale Municipal Code Section 3.04 the City charges an admissions tax upon every person who pays an admission charge to any place located in the City limits. All Special Events that are charging an admissions fee are required to pay, along with other required application fees, an Admissions Tax deposit equal to 3% of the projected gross income for the proposed event.
- 12. On or before the 15th day of the month following the special event, the applicant will give an accounting to the City of all taxable admissions and parking fees collected for the special event by submittal of the completed "Admissions Tax Monthly Report" form. The Admissions Tax deposit received will be credited towards any additional taxes owed. The form can be found online on the City's website under "Planning" at <http://www.irwindaleca.gov/>.

Cancellation Policy

- 1. Should Event Organizer, for any reason, need to cancel their event; they must provide a written notice of cancellation and must be received in our office no later than ten (10) days prior to the event start date. Cancellations must be in written form; verbal cancellations will not be accepted.
- 2. Please keep in mind that Permit Fees are non-refundable. It is also possible that fees related to Police, Security, and/or Crossing Guard Services will still be incurred.

Additional Information

- ☒ The City of Irwindale requires a Certificate of Insurance (COI) which must reflect the following.
 - General liability insurance. Permittee 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. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be

Special Event Permit Application

accepted. The City of Irwindale, its officers, officials, agents, and employees shall be included as additional insureds on the policy.

- Workers' Compensation with limits of \$1 million (Required if the insured has paid employees)
- Liquor Liability required if alcohol will be consumed at the event
- The Description of Operations/Locations, etc. section must include the name of, the location of and the date(s) of the proposed special event.
- The Certificate Holder section must reflect:
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
- **Endorsements:** In addition to the certificate of insurance, the City of Irwindale requires an Additional Insured Endorsement page naming "The City of Irwindale, its elected officials, representatives, employees and agents" as additional insured and "The policy is endorsed with the Waiver of Subrogation in favor of the City of Irwindale, its elected officials, representatives, employees and agents." You must provide a copy of the actual endorsement. Listing the City as an additional insured on the COI is not sufficient.
- Policy must be issued by an admitted insurer licensed to transact business in the State of California and by an insurer assigned an A.M. Best Rating "Excellent" or better.

This event may be subject to permits, conditions and requirements imposed by other agencies. The City of Irwindale will not issue a special/temporary permit until all applicable permits from the following agencies have been applied for:

City of Irwindale Building & Safety Department	(626) 430-2205
City of Irwindale Police Department	(626) 430-2244, ext. 241
Los Angeles County Fire Department	(626) 969-7876
Los Angeles County Health Department	(626) 813-3380

Upon review of Applicant's application, the City Manager will impose such fees, terms, conditions and restrictions upon the operation and conduct of the special event or temporary use.

Required Fee With Application Submittal

- ☒ \$150 Irwindale resident SEP application fee.
- ☐ \$500 SEP application fee if application is submitted 20 days or more in advance of the event.
- ☐ **Late Fee:** If the SEP application is submitted less than twenty (20) calendar days before the event, applicant shall pay an additional fee of \$250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

This section is for City of Irwindale's Use Only.			
File No(s): <u>SEP 14-2023</u>		Permit No.: _____	
Received By: <u>JEFF TYLER</u>		Receipt No.: <u>#001702810</u>	
Date: <u>10-18-2023</u>		Filing Fee: <u>\$150.00 ok #2448</u>	
Departmental Approvals		Date	
☐ Human Resources/Risk Management	_____	☐ Business License	_____
☐ Building & Public Safety	_____	☐ Police Department	_____
☐ Public Works Engineering	_____	☐ Fire Department	_____
☐ Public Works Services	_____		



Special Event and Temporary Use Permit
Building and Safety Department checklist

Please provide the following on your site plan.

Answer the questionnaire at the column to the right. Where "YES" is checked, please contact Building & Safety at (626)430-2205. Items below may be subject to City permit approvals and inspections by the local building inspector.

PARKING LAYOUT

Is parking provided?

☒ YES ☐ NO

Requires accessible parking stall(s)

RESTROOM

Permanent restroom facility available for the public?

☒ YES ☐ NO

Requires accessible restroom

Portable restrooms provided?

☐ YES ☐ NO

Requires accessible portable restroom

GRANDSTAND, STAGE, PLATFORM

Elevated more than 30 inches above finished floor or ground?

☐ YES ☒ NO

TENT/CANOPY

Larger than 120 square feet?

☒ YES ☐ NO

Larger than 4,500 square feet?

☐ YES ☐ NO

STRUCTURES (I.E. SPEAKERS, CANOPIES, ETC.)

Greater than 12 feet in height?

☐ YES ☒ NO

PLUMBING, ELECTRICAL, MECHANICAL

Any proposed work related to plumbing, mechanical, and/or electrical? ☐ YES ☒ NO

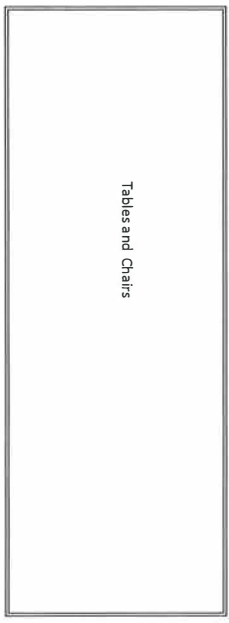
OUR LADY OF GUADALUPE - IR WINDALE - FIESTA 2023 --BOOTHS MAP

PARISH HALL/ Bingo

Petra	Ador. Noz/Hora Santa	English Ministries	Min. Eucaristía	Lect / DM/ EIB. P.	R.E.	Prevençion y R / Guadalupeanos/Usher	Mov. Familiar - Caballeros de Colon
Tickets 10	Curros/Esquitas 9	Hot Dogs/Nachos 7	Pizza/Palomitas /snacks 6	Tamales /Pupuas 5	Aguas Frescas/ Champurrado/ Café 4	Enchiladas - Tacos de papa y Pozole 3	Tacos de Asada/Pollo 1
2 Tickets							

Tickets booths

Tables and Chairs



Volunteers /Security	Champurrado Aguas Frescas-sodas 11
R.E. Volunteer	Bebidas 1 Tickets Champurr e tickets

STAGE - MUSIC





City of Irwindale Fee Adjustment Policy

The City of Irwindale would like to encourage investment in community events, as well as development and improvements to facilities used by local, not-for-profit or charitable organizations which cater to the residents and businesses of the City. To achieve this goal, the City is implementing this Fee Adjustment Policy to provide cost reduction for those non-profit organization applicants, which are taking action to improve and develop their properties and/or the community. Additionally, the City would like to encourage individuals to improve their residential properties and acknowledges that certain incentives may be necessary to accomplish certain improvements, such as adjustments to applicable permit fees. This policy is based on the premise that, in exchange for improvements to property, the community and structures within the City, the City may provide relief from some of the costs associated with building improvements, developments and community events occurring in the City.

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of encouraging community events, building improvements and development in the City, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council pursuant to the criteria in this Policy:

- A. Building permits
- B. Plan check fees
- C. Conditional use permit
- D. Development permits
- E. Electric permit
- F. Plumbing permit
- G. Grading permit
- H. Any other fee the City may deem necessary to achieve the stated goals of this Policy

II. CRITERIA FOR CONSIDERATION

The City Council may grant fee waivers or reductions of fees for applicants who directly or indirectly invest money in the City, when such waiver or reduction would serve a public purpose. The following criteria must be established to qualify for a fee waiver or fee reduction:

1. Applicants for fee waivers or reductions must be:
 - a. Recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization, or
 - b. Property owners or prospective owners within the City.
2. Fee waivers or reductions may be granted for improvements or developments within City limits that can be shown, through documentary proof, to meet the criteria of subsection 2.a or 2.b below:

- a. Benefit the community. This includes, but is not limited to, circumstances where the applicant:
 - i. Supports civic or community programs for the City's residents, or businesses;
 - ii. Provides financial assistance to the City's residents or businesses; or
 - iii. Improves the condition of property or availability of affordable housing within the City.
- b. Provide a public service or otherwise promote the public health, safety and welfare. This includes, but is not limited to, circumstances where the individual or entity provides needed donations or other assistance to residents and businesses of the City in areas such as:
 - i. health care;
 - ii. counseling services;
 - iii. abatement of dangerous or unhealthful living or working conditions, including but not limited to those constituting violations of the Irwindale Municipal Code;
 - iv. affordable housing;
 - v. transportation needs of residents or employees; or
 - vi. nutrition needs of residents.

III. PROCESS FOR CONSIDERATION

An individual or organization wishing to be considered for a fee waiver or adjustment should complete a fee adjustment application and submit it to the Deputy City Clerk. The City Manager will review the request and, if it meets the criteria of this Policy, agendaize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted and processed along with the permit application. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.

**City of Irwindale
Application for Fee Adjustment**

Property Owner Our Lady of Guadalupe Church

Address 16025 E. Cypress Street, Irwindale CA 91706

Phone (626) 962 -3649

Location of property to be improved/developed: _____

Name and description of organization (if applicable):

Our Lady of Guadalupe Church

Improvement or development to the property:

Fee(s) requesting to be waived:

License fee for a parade or procession \$4,855.00.

Public purpose served by improvement or development (attach documents that establish the benefit to the community or the promotion of the public health, safety, and welfare, or the public service that will be provided):

City of
IRWINDALE
AGENDA REPORT

Date: November 29, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to approve Amendment No. 2 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for the construction of proposed future buildout of project site located at 500 Speedway Drive [APNs]: 8532-004-022, 8532-004-026, and 8532-004-025.

City Manager's Recommendation:

That the City Council approve the attached contract Amendment No. 2 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 500 Speedway Drive, Irwindale, CA 91706.

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Electronically Approved

Prepared by:

Lisa Chou, AICP, Associate Planner

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager

Electronically Approved

Background and Analysis:

On October 28, 2020, the City Council approved an Agreement for Contract Services with LSA Associates, Inc. ("Contract") for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for a proposed project at 500 Speedway Drive. The project includes the preparation of a Specific Plan to develop an industrial/commercial business park with eleven (11) light industrial and flex commercial buildings.

The Contract stated that the Consultant shall commence the service upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance", in no event to exceed June 1, 2023. However, due to the multiple factors such as additional analyses for transportation, site plan revisions, and additional cumulative project analysis, the timeline to complete the project has been delayed and the term of the contract needs to be extended in order for the Consultant to complete its services under the Contract.

A revised Term and Schedule of Performance has been included in Amendment No. 2 as Exhibit "A", with an expected completion date in August 2024.

On October 25, 2023, the City Council conducted a regularly scheduled City Council meeting and motioned to continue the item to the next regularly scheduled City Council meeting. On November 8, 2023 the City Council conducted a regularly scheduled City Council meeting, pulled the item from the consent calendar directed staff to revise and clarify details of the proposal, and motioned to continue the item to the special City Council meeting scheduled November 29, 2023.

Fiscal Impact:

The entire cost for this consultant work will be covered by the Applicant/Developer, Irwindale Industrial, LLC. The City's General Fund will not be impacted. The applicant has agreed to reimburse the City 100% of all costs and expenses incurred by the City by providing a deposit account pursuant to the reimbursement between the City and Irwindale Industrial, LLC.

Attachments:

1. Attachment A - LSA Professional Services Contract Amendment No. 2 (11-29-23)

AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND LSA ASSOCIATES, INC. (LSA)

THIS AMENDMENT NO 2 TO CONTRACT SERVICES AGREEMENT (herein "Amendment No. 2"), is made and entered into this 29th day of November 2023, by and between the City of Irwindale, a California municipal corporation ("City"), and LSA Associates, Inc., a California corporation ("Consultant" or "LSA"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services, (herein "Agreement") dated October 28, 2020 for the completion of the environmental document for the Irwindale Speedway Commerce Center Specific Plan project.

B. On December 22, 2022, the Parties entered into Amendment No. 1 to the Agreement, and established a maximum Contract Sum of Three Hundred and Ninety-Four Thousand Four Hundred and Ninety-Four Dollars (\$394,494.00), and for a term not to exceed June 1, 2023.

C. By this Amendment No. 2, City and Consultant desire to amend Sections 3.2 and 3.4 of the Agreement to account for an extended term and revised Schedule of Performance.

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

1. Section 3.2 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

"Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", ***dated October 4, 2023***, 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."

2. Section 3.4 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

"Term. Unless earlier terminated in accordance with Article 7, "Enforcement of Agreement and Termination" of this Agreement, this Agreement shall continue in full force and effect until terminated but not ~~to exceed~~ ***two (2) years from the date hereof, except as otherwise provided in Section 3.2*** ~~June 1, 2023.~~

3. Exhibit "D" of the Agreement entitled "Schedule of Performance/Timeline" shall be substituted and superseded in its entirety by the "Schedule of Performance/Timeline" contained in Exhibit "A" attached hereto.

4. Full Force and Effect. Except as expressly amended hereby, all other provisions the Agreement remain in full force and effect as originally executed. All rights and obligations of the parties under the Agreement that are not expressly amended by this amendment shall remain unchanged. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and Amendment No. 2.

5. Corporate Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 2, and (iv) entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

LSA Associates, Inc.,
a California corporation
20 Executive Park, Ste. 200
Irvine, CA 92614

By:_____
Name: Anthony Petros
Title: President

By:_____
Name: Justin Cary
Title: CFP

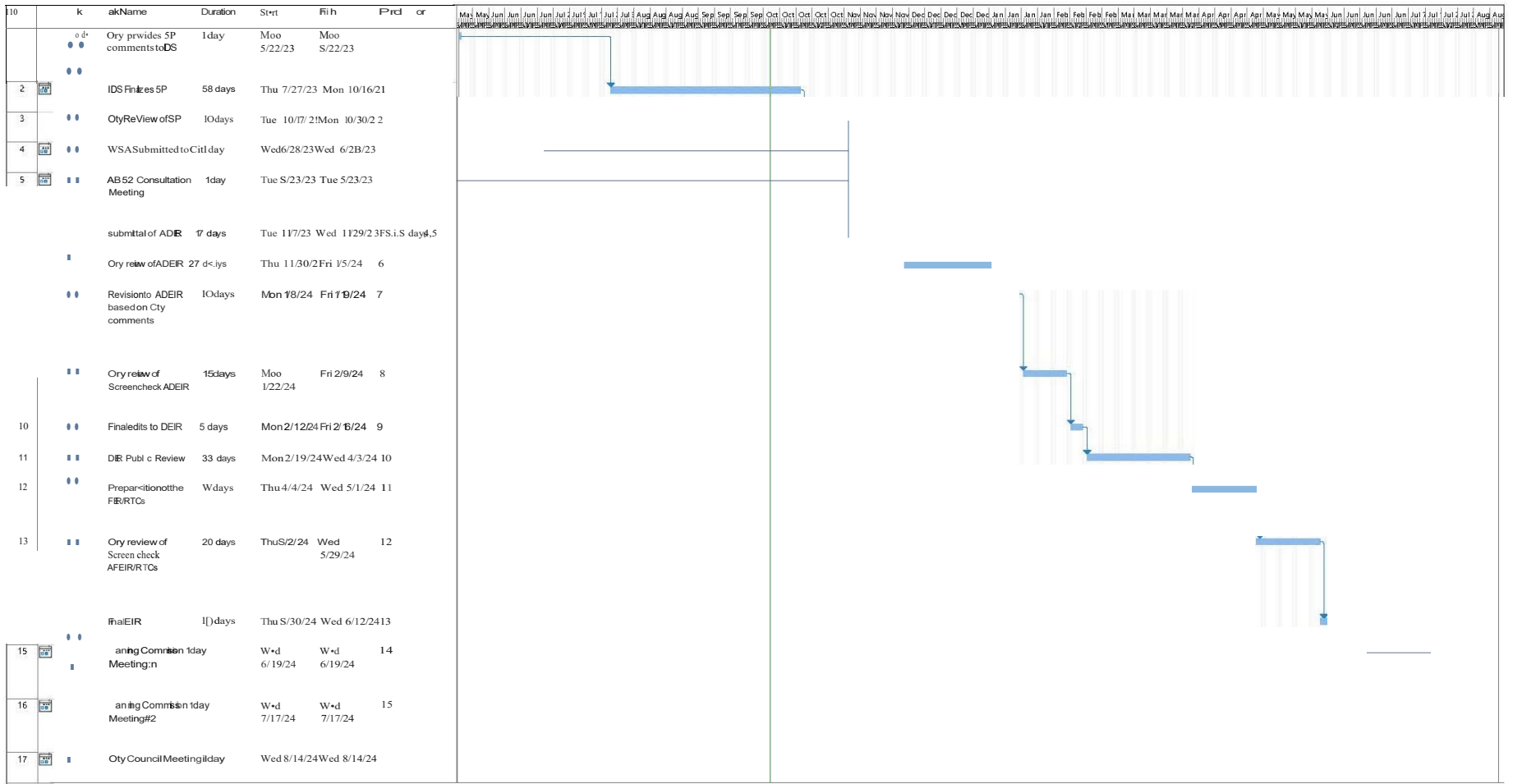
Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S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

Exhibit “D” of the Agreement entitled “Schedule of Performance/Timeline” shall be substituted and superseded in its entirety as follows:

EXHIBIT “D”

SCHEDULE OF PERFORMANCE/TIMELINE

Proposal Dated October 4, 2023



City of
IRWINDALE
AGENDA REPORT

Date: November 29, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to Approve Amendment No. 1 to a Professional Consulting Contract with Willdan Financial Services to prepare an Affordable Housing Non-Residential/Residential Development Linkage Fee Study.

City Manager's Recommendation:

That the City Council approve the attached contract Amendment No. 1 with Willdan Financial Services for the preparation of an Affordable Housing Non-Residential/Residential Development Linkage Fee Study.

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Electronically Approved

Prepared by:

Lisa Chou, AICP, Associate Planner

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager

Electronically Approved

Background and Analysis:

On December 8, 2021, the City Council approved the professional consulting contract with Willdan Financial Services to prepare an Affordable Housing Non-Residential/Residential Development Linkage Fee study to establish requirements for a linkage impact fee. The study includes recommended amounts and classifications specific to a housing linkage fee and analysis related to a potential affordable housing fee for residential developments. Amendment No. 1 will establish a revised "Schedule of Performance" that carries the project through February 2024. The extended project timeline will allow time for additional City Council meetings to address the linkage impact fee

pertaining to residential developments. Per section 3.4 of the Willdan Professional Services Contract, the agreement shall continue in full force and effect until the completion of the services but not exceeding one (1) year from the date of contract execution.

In addition to the time extension, on November 20, 2023, Willdan Financial Services submitted a request for a budget increase of \$15,000.00. The original contract amount was \$43,000.00, which would bring the contract total to \$58,000.00 to cover additional meetings that were outside the original scope. The additional \$15,000.00 will be funded by the Housing Fund 12 and the Mining Impact Fund 13.

Fiscal Impact:

Amendment No. 1 with Willdan Financial Services for the preparation of an Affordable Housing Commercial/Industrial Linkage Fee Study will be \$15,000 which will be paid for by both the Housing Fund 12 (\$7,050) and the Mining Impact Fund 13 (\$7,950).

Attachments:

1. Attachment A - Willdan Professional Services Contract Amendment No. 1 (11-29-23)

AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND WILLDAN FINANCIAL SERVICES

THIS AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (herein "Amendment No. 1"), is made and entered into this 29th day of November 2023, by and between the City of Irwindale, a California municipal corporation ("City"), and Willdan Financial Services, a California corporation ("Consultant" or "Willdan"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services, (herein "Agreement") dated December 8, 2021 to prepare an Affordable Housing Commercial/Industrial Linkage Fee study to establish requirements for an affordable housing linkage impact fee applicable to new residential and non-residential development projects to address the impacts of their projects on the demand for affordable housing.

B. Section 2.1 of the Agreement, "Contract Sum," establishes a maximum Contract Sum of Forty-three Thousand Dollars (\$43,000.00). Pursuant to Section 1.9 of this Agreement, any increase in compensation up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; may be approved by the Contract Officer. Any increase in compensation exceeding ten percent (10%) of the Contract Sum must be approved by the City Council.

C. Section 3.2 of the Agreement, "Schedule of Performance," provides that the Consultant shall perform all services under the Agreement within the time period(s) established in the "Schedule of Performance," defined as Exhibit "D" to the Agreement. Section 3.4 of the Agreement, "Term," provides that the Agreement shall continue in full force and effect until completion of the services, not to exceed one year of the date of the Agreement, except as provided by the Schedule of Performance in Exhibit D to the Agreement.

D. City and Consultant now desire to amend the Agreement in order to further study and establish requirements for an affordable housing linkage impact fee. Accordingly, the City and Consultant now desire to amend the Agreement to increase the Contract Sum of the Agreement, pursuant to Section 1.9, and increase the Term of the Agreement, pursuant to Section 3.4.

E. By this Amendment No. 1, City and Consultant desire to amend Section 2.1 of the Agreement to increase in the Contract Sum from \$43,000.00 to \$58,000.00, pursuant to Section 1.9 of the Agreement.

F. The City Council has approved this amendment to the Agreement pursuant to Section 1.9.

G. By this Amendment No. 1, City and Consultant desire to add Exhibit D to the Agreement create a Schedule of Performance and amend the Term of the Agreement

in accordance with the provisions of Sections 3.2 and 3.4 of the Agreement. Under this Amendment No. 1, the term of the Agreement would be amended to expire on February 5, 2024.

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 to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strike through~~):

“Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~FORTY-THREE THOUSAND DOLLARS (\$43,000.00)~~ ***FIFTY-EIGHT THOUSAND DOLLARS (\$58,000.00)*** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.”

2. Section 3.4 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strike through~~):

“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)~~ ***two (2)*** years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

3. Exhibit “D” of the Agreement entitled “Schedule of Performance/Timeline” shall be adopted in its entirety as the Schedule of Performance of the Agreement, pursuant to Section 3.4 of the Agreement. Exhibit “D” is contained in Exhibit “A” of this Amendment No. 1, attached hereto.

4. Full Force and Effect. Except as expressly amended hereby, all other provisions the Agreement remain in full force and effect as originally executed. All rights and obligations of the parties under the Agreement that are not expressly amended by this amendment shall remain unchanged. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

Willdan Financial Services, a California corporation

27368 Via Temecula, Suite 200
Temecula, CA 92590

By:_____
Name: Chris Fisher
Title: Vice President, Group Director

By:_____
Name: Rebekah Smith
Title: Assistant Secretary

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

Exhibit A

Exhibit “D” of the Agreement entitled “Schedule of Performance/Timeline” shall be substituted and superseded in its entirety as follows:

EXHIBIT “D”

SCHEDULE OF PERFORMANCE/TIMELINE

Proposal Dated November 22, 2023

Irwindale Commercial Linkage Fee and Affordable Housing Fee Schedule

Week Beginning	Milestone
2022	Project kickoff; Draft fee analysis
1-May-23	Commercial linkage fee, use of revenue document review
8-May-23	
15-May-23	
22-May-23	
29-May-23	
5-Jun-23	
12-Jun-23	
19-Jun-23	
26-Jun-23	
3-Jul-23	
10-Jul-23	
17-Jul-23	
24-Jul-23	
31-Jul-23	
7-Aug-23	
14-Aug-23	
21-Aug-23	2-2-1 Meetings with City Council
28-Aug-23	
4-Sep-23	
11-Sep-23	
18-Sep-23	
25-Sep-23	Willdan Revises nexus analysis based on 2023 data
2-Oct-23	Administrative Draft Report to City from Willdan
9-Oct-23	Notice of Public Hearing
16-Oct-23	Revised Administrative Draft Report to City from Willdan
23-Oct-23	Final Report Delivered to City
30-Oct-23	First Public Hearing to Adopt Fees
6-Nov-23	
13-Nov-23	
20-Nov-23	
27-Nov-23	
4-Dec-23	Tentative City Council Meeting - Commercial Linkage Fees
11-Dec-23	
18-Dec-23	
25-Dec-23	
1-Jan-24	Tentative City Council Meeting - Residential Linkage Fees
8-Jan-24	
15-Jan-24	
22-Jan-24	
29-Jan-24	
5-Feb-24	Project Completion