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
REGULAR MEETING OF THE

HOUSING AUTHORITY

CITY COUNCIL

SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

OCTOBER 13, 2021

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

IRWINDALE CITY COUNCIL CHAMBER

(Closed to the Public)
Pursuant to Irwindale Resolution No. 2021-86-3298

The Irwindale City Council has authorized the conduct of remote teleconference meetings of the City Council, including all City Commissions and committee meetings, and all regularly scheduled meetings that would normally take place in the City Council Chambers, under the provisions of Government Code Section 54956 § E, as authorized by AB 361.

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

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

Webinar ID: 871 0459 2389



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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL

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

A. CALL TO ORDER

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

SPONTANEOUS COMMUNICATIONS

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

C. RECESS TO CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation (City Council Item)
   Pursuant to California Government Code Section 54956.9

   Name of Case: City of Baldwin Park vs. City of Irwindale, et. al.
   Case Number: Los Angeles County Superior Court Case BS163400 (Lead Case)
   [Consolidated with BS171622] [Related to BS163450 and BS171509]

2. Conference with Legal Counsel – Anticipated Litigation (City Council Item)
   Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2), (e)(1)

   Number of Potential Cases: One

3. Public Employee Performance Evaluation (City Council and Housing Authority Item)
   Pursuant to Government Code Section 54957(b)(1)

   Title: City Manager/ Executive Director of the Housing Authority

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

1. Proclamation Declaring October as "Anti-Bullying Month"

2. Proclamation Declaring the Week of October 23-31, 2021, as "Red Ribbon Week"

HOUSING AUTHORITY

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: None for approval

B. Consideration of Approval – Subordination of Home Purchase Loan at 16135 Peppertree Lane

Recommendation: 1) Approve the request by Jaime C. and Enedina H. Renteria for the Housing Authority to subordinates its loan to a new loan made in a refinancing, subject to all conditions established by the Irwindale Community Redevelopment Agency Low & Moderate Home Improvement Program (Substantial Rehabilitation Housing Improvement Program) dated May 23, 2007; and 2) authorize the Executive Director to execute the Subordination Agreement subject to Authority Counsel approval as to form.

Department: Community Development

C. Ratification of City Council Resolution 2021-86-3298 (Joint Item with SA Item 1C)

Recommendation: Adopt a **Joint Resolution No. SA 2021-92-3304** and **HA 20211-05-104** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL ACTING AS IRWINDALE SUCCESSOR AGENCY AND BOARD OF THE IRWINDALE HOUSING AUTHORITY RATIFYING RESOLUTION NO. 2021-86-3298 OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING OCTOBER 1, 2021 THROUGH OCTOBER 30, 2021 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Department: Administration

2. NEW BUSINESS

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

3. PUBLIC HEARINGS

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

4. ADJOURN

CITY COUNCIL

A. REPORT FROM CLOSED SESSION

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: None for approval

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Second Reading of Ordinance No. 758 Pertaining to an Amendment of the Reclamation Fund Annual Deposit

Recommendation: Adopt on second reading **Ordinance No. 758**, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE AMENDMENT OF SECTION 17.60.150 OF CHAPTER 17.60 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE RECLAMATION FUND REQUIRED ANNUAL DEPOSIT," reading by title only and waiving further reading thereof.

Department: Finance

D. Approve Out-of-State Travel to the 2021 International Council of Shopping Centers Conference in Las Vegas, Nevada, for Economic Development Staff

Recommendation: Adopt **Resolution No. 2021-87-3299**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE OUT-OF-STATE TRAVEL

TO THE 2021 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA, FOR ONE ECONOMIC DEVELOPMENT STAFF MEMBER."

Department: Administration

E. A Resolution to Extend the Existence of a Local Emergency Regarding COVID-19 Pandemic

Recommendation: Adopt **Resolution No. 2021-90-3302** 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."

Department: Administration

F. Award of Contract to Provide Professional Design Services for the Preparation of Plans, Specifications, and Estimate (PS&E) of a Vitrified Clay Pipe (VCP) Sewer Line Extension on Arrow Highway; P-1035

Recommendation: 1) approve and authorize the City Manager to execute an agreement, subject to City Attorney Approval as to form, with Coory Engineering in the amount of $50,800.00 for professional design services for the preparation of plans, specifications, and estimate (PS&E) ready for construction of a VCP Sewer Line Extension on Arrow Highway; this amount includes $8,900.00 as an optional item to the proposal for design of street improvements (i.e. sidewalk, driveway, curb and gutter restoration meeting ADA Standards) that are deemed necessary to have a complete set of PS&E for this project; and 2) approve a 15% contingency for design in the amount of $7,620.00 to cover additional services required to address any unforeseen site conditions during design.

Department: Engineering

2. NEW BUSINESS

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

A. Update on AB 361 and Public Meeting Options

Recommendation: Discuss and consider the update on AB 361 and provide direction to staff regarding the manner in which public meetings will be conducted beginning November 1, 2021, through November 30, 2021. The options include:

1) Reaffirm the Council's action taken on September 30, 2021, and conduct meetings via teleconference only, pursuant to Resolution No. 2021-86-3298, or

2) Resume the Brown Act (pre-pandemic) requirements for public meetings, or

3) Conduct hybrid public meetings allowing public meetings to (1) continue via teleconference, allowing the public to view and address the legislative body via telephone or electronically, and (2) allow the public to attend the public meetings in-person.

Department: Administration

B. Eligibility Lists for Part-Time Classification Recruitments

Recommendation: Discuss and provide direction regarding reducing the duration of an eligibility list for part-time classification recruitments

Department: Human Resources

3. PUBLIC HEARINGS

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

A. Site Plan and Design Review (DA) No. 03-2021 for the Exterior Renovation of an Existing Industrial Building for Property Located at 5462 Irwindale Avenue in the M-2 (Heavy Manufacturing) Zone (APN: 8619-019-031)

Recommendation: Consider the Planning Commission's Resolution No. 806(21) recommending the City Council not deny Site Plan and Design Review (DA) No. 03-2021 to allow the exterior renovation of an existing industrial building for property located at 5462 Irwindale Avenue; and:

1) Adopt **Resolution No. 2021-89-3301**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DENYING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2021 FOR EXTERIOR RENOVATION OF AN EXISTING INDUSTRIAL BUILDING AND LANDSCAPING LOCATED AT 5462 IRWINDALE AVENUE (APN: 8619-019-031) IN THE M-2 (HEAVY MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT,"

OR, if the City Council desires to approve the proposed project, it is recommended that the City Council

2) Adopt **Resolution No. 2021-74-3286** approving Site Plan and Design Review (DA) No. 03-2021, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2021 FOR EXTERIOR RENOVATION OF AN EXISTING INDUSTRIAL BUILDING AND LANDSCAPING LOCATED AT 5462 IRWINDALE AVENUE (APN: 8619-019-031) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT EXEMPT FROM CEQA PURSUANT TO SECTION 15301 (CLASS 1; EXISTING FACILITIES).

Department: Community Development

B. Final Environmental Impact Report (SCH#2018121056) General Plan Amendment No. 02-2017 and Site Plan & Design Review (DA) No. 04-2017 ±545,735 square-foot speculative concrete tilt-up building located at 5175 Vincent Avenue (APNs: 8417-034-015, 8417-034-016)

Recommendation: Consider the Planning Commission's Resolution Nos. 808(21), 809(21) and 810(21) recommending the City Council not certify the project Environmental Impact Report (EIR) (SCH# 2018121056) and deny General Plan Amendment No. 02-2017 and Site Plan & Design Review (DA) No. 04-2017 to allow the development of a ±545,735 square-foot speculative concrete tilt-up building for property located at 5175 Vincent Avenue; and

Adopt:

1) **Resolution No. 2021-79-3291**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DENYING THE ADOPTION AND CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT, STATE CLEARING HOUSE NUMBER SCH# 2018121056, TO CHANGE THE DESIGNATION OF A PORTION OF THE SUBJECT PROPERTY FROM RESIDENTIAL TO INDUSTRIAL/BUSINESS PARK AND FOR THE CONSTRUCTION OF A NEW ±545,735 SQUARE-FOOT, SPECULATIVE INDUSTRIAL CONCRETE TILT-UP BUILDING LOCATED AT 5175 VINCENT AVENUE (APNS 8417-034-015 AND 8417-034-016), INCLUDING DENIAL OF THE CORRESPONDING PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM, AND STATEMENT OF OVERRIDING CONSIDERATIONS"; and

2) **Resolution No. 2021-80-3292**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DENYING GENERAL PLAN AMENDMENT NO. 02-2017 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FOR A PORTION OF THE SITE FROM RESIDENTIAL TO INDUSTRIAL/BUSINESS PARK FOR PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APN: 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) AND MAKING CERTAIN FINDINGS OF FACT"; and

3) **Resolution No. 2021-81-3293**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DENYING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2017 FOR THE CONSTRUCTION OF A ±545,735 SQUARE-FOOT CONCRETE TILT-UP BUILDING AND ASSOCIATED PARKING ON PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APNS: 8417-034-015 AND 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) AND MAKING CERTAIN FINDINGS OF FACT".

OR if the City Council desires to approve the proposed project, it is recommended that the City Council:

Adopt:

4) **Resolution No. 2021-82-3294**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) FOR THE CONSTRUCTION OF A ±545,735 SQUARE-FOOT CONCRETE TILT-UP BUILDING AND ASSOCIATED PARKING WITH RESPECT TO THE PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APNS: 8417-034-015 AND 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) ZONE, ADOPTING THE FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM (MMRP), PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT"; and

5) **Resolution No. 2021-83-3295**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING GENERAL PLAN AMENDMENT NO. 02-2017 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FOR A PORTION OF THE SITE FROM RESIDENTIAL TO INDUSTRIAL/BUSINESS PARK FOR PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APN: 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) AND MAKING CERTAIN FINDINGS OF FACT"; and

6) **Resolution No. 2021-84-3296**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2017 FOR THE CONSTRUCTION OF A ±545,735 SQUARE-FOOT CONCRETE TILT-UP BUILDING AND ASSOCIATED PARKING WITH RESPECT TO THE PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APNS: 8417-034-015 AND 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT"; or

7) **Resolution No. 2021-88-3300**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2017 FOR THE CONSTRUCTION OF A THREE (3) BUILDING, INDUSTRIAL TILT-UP DEVELOPMENT, TOTALING ±544,483 SQUARE FEET AND ASSOCIATED PARKING ON PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APNS: 8417-034-015 AND 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) AND MAKING CERTAIN FINDINGS OF FACT."

Department: Community Development

4. CITY MANAGER'S REPORT

5. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

6. 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: None for approval

B. Warrants/Demands/Payroll

Recommendation: None for approval

C. Ratification of City Council Resolution 2021-86-3298 (Joint Item with HA Item 1C)

Recommendation: Adopt a **Joint Resolution No. SA 2021-92-3304** and **HA 20211-05-104** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL ACTING AS IRWINDALE SUCCESSOR AGENCY AND BOARD OF THE IRWINDALE HOUSING AUTHORITY RATIFYING RESOLUTION NO. 2021-86-3298 OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING OCTOBER 1, 2021 THROUGH OCTOBER 30, 2021 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Department: Administration

2. NEW BUSINESS

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

3. PUBLIC HEARINGS

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

4. ADJOURN

AFFIDAVIT OF POSTING

I, Armando Hegdahl, Acting Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the Housing Authority, City Council, and Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, to be held on October 13, 2021, be posted at the City Hall, Library, and Post Office on October 7, 2021.

Armando Hegdahl

Armando Hegdahl, CMC
Acting Chief Deputy City Clerk

HA ITEM 1B

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

City of
IRWINDALE
AGENDA REPORT

Date:	October 13, 2021
To:	Honorable Chair and Members of the Housing Authority
From:	William K. Tam, Executive Director
Issue:	Consideration of Approval – Subordination of Home Purchase Loan at 16135 Peppertree Lane

Executive Director's Recommendation:

1) Approve the request by Jaime C. and Enedina H. Renteria for the Housing Authority to subordinate its loan to a new loan made in a refinancing, subject to all conditions established by the Irwindale Community Redevelopment Agency Low & Moderate Home Improvement Program (Substantial Rehabilitation Housing Improvement Program) dated May 23, 2007; and 2) Authorize the Executive Director to execute the Subordination Agreement subject to Authority Counsel approval as to form.

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 Tam, Executive Director

ANALYSIS:

1. Jaime C. and Enedina H. Renteria, husband and wife as joint tenants ("Owner"), entered into that certain Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land with the former Irwindale Redevelopment Agency ("RDA"), dated August 19, 2004 ("Agreement"), as part of the Irwindale Community Redevelopment Agency Low & Moderate Home Improvement Program dated May 23, 2007 ("Guidelines"). Pursuant to the Agreement, the RDA loaned Owner $99,976.90 ("Agency Loan") secured by a deed of trust recorded with the Recorder's Office ("Agency Deed of Trust"), to help Owner finance purchase of the property located at 16135 Peppertree Lane ("Property"). After the RDA dissolved pursuant to the RDA dissolution laws adopted in 2011, the Irwindale Housing Authority ("Authority") by operation of law took over the RDA's rights and obligations under the Agreement and Agency Deed of Trust. To finance purchase of the Property, Owner also obtained a mortgage from a private lender ("Private Loan") where the current unpaid balance on the Private Loan is estimated to be $168,498. The Private Loan was also secured by a recorded deed of trust.

2. Authority has received a written request from Owner for the Authority to subordinate the Agency Loan in connection with a proposed refinance of the Private Loan without taking any cash out. The new loan ("New Loan") would be for the amount of $174,500, including closing costs; the balance of the Agency Loan as of June 30, 2021 was $14,996.54.

3. Any subordination of the Agency Loan to the New Loan for the proposed refinance will require the Authority lien to be ranked behind the New Loan for purposes of collecting repayment from a debtor, and this would be effectuated via the attached Subordination Agreement. The priority of debts is significant when the property owner defaults on payments or declares bankruptcy, as the Authority's debt will be collected when and if the first lien has been fully satisfied in the event of foreclosure and liquidation and only if there are monies left over. Therefore, when an affordable homeowner 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] The Guidelines allow agency loans to be subordinated to private loans under certain conditions which have been met here, including the total debt on the Property not exceeding 80% of the appraised value of the Property. In fact, the total debt on the Property after the refinance will be 32% of the appraised value of the Property.

4. Approval of this request would permit the Owner to close escrow on the New Loan before Owner's rate lock-in expires.

---

[1] California is a race notice state which means as a general rule, under California's race notice recording statute, a bona fide purchaser for value without notice who first records wins a priority dispute. Civ. Code § 1214. Because the Authority Deed of Trust was recorded before the deed of trust that will be recorded to secure payment of the New Loan, the lender of the New Loan is requesting subordination of the Authority Deed of Trust to the New Loan.

FISCAL IMPACT:

None because the Authority will be maintaining the status quo with respect to its lien position.

ATTACHMENT:

Subordination Agreement

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: 8417-032-040

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made _____, 2021, by JAIME C. RENTERIA and ENEDINA H. RENTERIA, husband and wife as joint tenants, owners of the land hereinafter described and hereinafter referred to as "Owner," and IRWINDALE HOUSING AUTHORITY, a public body and housing successor to the IRWINDALE REDEVELOPMENT AGENCY, present owner and holder of the Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land ("Affordable Housing Agreement") and Deed of Trust with Assignment of Rents and Rider to Deed of Trust with Assignment of Rents ("Agency Deed of Trust"), both dated August 19, 2004, hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner did execute the Agency Deed of Trust in favor of the IRWINDALE REDEVELOPMENT AGENCY to First American Title Insurance Company, Trustee, which Agency Deed of Trust was recorded on September 30, 2004 as document no. 04-2514766, and Owner did execute the Affordable Housing Agreement in favor of IRWINDALE REDEVELOPMENT AGENCY, which Affordable Housing Agreement was recorded on September 30, 2004 as document no. 04-2514767, Official Records of said county covering:

> THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:
>
> **LOT 11 OF TRACT NO. 43659 IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1092 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of ONE HUNDRED SEVENTY FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($174,500), dated not later than _____, 2021, in favor of:

CREDIT UNION OF SOUTHERN CALIFORNIA

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

WHEREAS, Lender is willing to make said loan provided the Lender Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned to the lien or charge of the Lender Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Lender Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That said Lender Deed of Trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement above mentioned.

(2) That Lender would not make its loan above described without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the Agency Deed of Trust and Affordable Housing Agreement first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

(A) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Agency Deed of Trust and Affordable Housing Agreement first above mentioned in favor of the lien or charge upon said land of the Lender Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(B) An endorsement has been placed upon the note secured by the Agency Deed of Trust and Affordable Housing Agreement first above mentioned that said Agency Deed of Trust and Affordable Housing Agreement have by this instrument been subordinated to the lien or charge of the Lender Deed of Trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

"BENEFICIARY"

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

_____
William K. Tam, Executive Director

ATTEST:

_____
Laura M. Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian Guerra, Authority Counsel

"OWNER"

JAIME C. RENTERIA

_____
Jaime C. Renteria

ENEDINA H. RENTERIA

_____
Ededina H. Renteria

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)

HA AND SA ITEM 1C

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

City of
IRWINDALE
AGENDA REPORT

Date: October 13, 2021

To: Honorable Chair and Members of the Successor Agency Board
Honorable Chair and Members of the Housing Authority Board

From: William K. Tam, City Manager/Executive Director

Issue: Ratification of City Council Resolution 2021-86-3298

City Manager/Executive Director's Recommendation:

1. That the Successor Agency and Housing Authority adopt a joint Resolution No. SA 2021-92-3304 and HA 2021-05-104 entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL ACTING AS IRWINDALE SUCCESSOR AGENCY AND BOARD OF THE IRWINDALE HOUSING AUTHORITY RATIFYING RESOLUTION NO. 2021-86-3298 OF THE CITY OF IRWINDALE, CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING OCTOBER 1, 2021 THROUGH OCTOBER 30, 2021 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Administrative Action:

Prepared /Submitted by:

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

Reviewed by:

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

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

On September 29, 2021, the City Council adopted Resolution No. 2021-86-3298 (Attachment "A"), and declared an exemption under AB 361, allowing the legislative body to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for the month of October 2021. This declaration was based on the Los Angeles County Department of Public Health's guidance to social distance (about 6 feet away) from people outside your household or when vaccination status is unknown. Subsequent to the action taken by the City Council, the City Attorney received clarification on the intent of AB 361, specifically the ability to conduct hybrid meetings, thereby allowing the public to participate in a public meeting via teleconference or in-person.

Although the City Council action allows all public meetings held by the City Council, Successor Agency, Irwindale Housing Authority, and Commissions to be conducted via teleconference, it is recommended that the Successor Agency and the Irwindale Housing Authority ratify the action taken by the City Council.

Fiscal Impact:
Conducting the public meetings via teleconference will require city staff to assist with the meeting and public participation. The fiscal impact will be based on the amount of staff required and the duration of the meeting. As reported to the Council on September 29, 2021, the fiscal impact for all Council and Commission meetings for the month of October 2021 is estimated to be approximately $900.

Attachment:
1. Resolution No. 2021-86-3298
2. Resolution No. SA 2021-92-3304 and Resolution No. HA 2021-05-104

RESOLUTION NO. 2021-86-3298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING OCTOBER 1, 2021 THROUGH OCTOBER 30, 2021 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361

WHEREAS, the Ralph M. Brown Act (California Government Code Sections 54950, et seq., hereinafter referred to as the "Brown Act") requires that public meeting agendas be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting; and

WHEREAS, the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, on March 17, 2020 Governor Newsom issued Executive Order N-29-20, suspending the Brown Act teleconferencing requirements allowing legislative bodies to hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda that is posted 72 hours in advance indicates that the members of the legislative body will be participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations; and

WHEREAS, on March 21, 2021, Governor Newsom issued Executive Order N-35-20, allowing members of a local legislative body to receive updates relevant to the declared emergency and ask questions; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 into law, immediately amending the Brown Act to allow teleconference meetings during a state of emergency, including remote public comments, for all local agencies; and

WHEREAS, on September 20, 2021, Governor Newsom signed Executive Order N-15-21 suspending AB 361 until October 1, 2021, allowing legislative bodies to hold teleconference meetings under EO N-35-20. Furthermore EO N-15-21 orders any legislative body to meet prior to October 1, 2021 to take a majority vote for the purpose of determining whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, AB 361 allows local agencies to continue to meet via teleconference without complying with the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing, bur only during a state of emergency proclaimed by the Governor in which (1) state or local health officials have imposed or recommend measures to promote social distancing, or (2) the legislative body has determined by majority vote that meeting in person would present imminent risk to the health and safety to the attendees; and

WHEREAS, due to the COVID-19 pandemic the County of Los Angeles Department of Public Health recommends implementing policies and practices that support physical distancing amongst members of the public, resulting in the City Council desires to adopt a resolution incorporating AB 361 and allowing for teleconference meetings;

NOW, THEREFORE, the City Council of the City of Irwindale, California, does hereby resolve, determine, and order as follows:

SECTION 1. The City Council determines that each of the findings set forth above is true and correct and incorporated herein by this reference.

SECTION 2. Due to the COVID-19 pandemic, the County of Los Angeles Department of Public Health recommends implementing policies and practices that support physical distancing. Based on such facts, findings, and determinations, the City Council authorizes staff to conduct remote teleconference meetings of the City Council, including all City Commissions and committee meetings, and all regularly scheduled meetings that would normally take place in the City Council Chambers, such as the Successor Agency to the Irwindale Community Redevelopment Agency, Irwindale Housing Authority Board of Commissioners, and the Reclamation Authority Board of Commissioners, under the provisions of Government Code Section 54953 subsection E. As a result, the public meetings of the City Council, Commissions, and committees are modified as follows:

a. AB 361, attached hereto as Exhibit A, regarding teleconference requirements allowing City legislative bodies to hold public meetings solely by teleconferencing, or otherwise electronically, without noticing the teleconferenced locations on the agenda, without making teleconferenced or physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted at least 72 hours in advance

indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;

b. The public meeting agenda and document posting requirements such that public meeting agendas would be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;

c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option or an internet-based service provider;

d. In the event of a service disruption that prevents broadcasting the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, or (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period..

SECTION 3. Pursuant to Government Code section 54953(e)(4), the local legislative body will verify every 30 days that the exemption from traditional teleconference requirements under the Brown Act is still necessary. The legislative body must make findings no later than 30 days after the first teleconference and every 30 days thereafter that:

a. The legislative body has reconsidered the state of emergency circumstances; and

b. Either (1) the state of emergency continues to directly impact the ability to meet safely in person, or (2) state or local officials continue to impose or recommend measures to promote social distancing.

SECTION 4. AB 361 will automatically terminate on January 1, 2024.

SECTION 5. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall take effect immediately following its adoption.

PASSED, APPROVED AND ADOPTED this 29th of September, 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. 2021-86-3298 was duly adopted by the City Council of the City of Irwindale at a special meeting thereof held on the 29th day of September 2021, by the following vote:

AYES:	Councilmembers:	Ambriz, Breceda, Burrola, Garcia, Mayor Ortiz
NOES:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None
ABSENT:	Councilmembers:	None

Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. SA 2021-92-3304
RESOLUTION NO. HA 2021-05-104

A JOINT RESOLUTION OF THE CITY COUNCIL ACTING AS IRWINDALE SUCCESSOR AGENCY AND BOARD OF THE IRWINDALE HOUSING AUTHORITY RATIFYING RESOLUTION NO. 2021-86-3298 OF THE CITY OF IRWINDALE CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING OCTOBER 1, 2021 THROUGH OCTOBER 30, 2021 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361

WHEREAS, the Ralph M. Brown Act (California Government Code Sections 54950, et seq., hereinafter referred to as the "Brown Act") requires that public meeting agendas be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting; and

WHEREAS, the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, on March 17, 2020 Governor Newsom issued Executive Order N-29-20, suspending the Brown Act teleconferencing requirements allowing legislative bodies to hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda that is posted 72 hours in advance indicates that the members of the legislative body will be participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations; and

WHEREAS, on March 21, 2021, Governor Newsom issued Executive Order N-35-20, allowing members of a local legislative body to receive updates relevant to the declared emergency and ask questions; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 into law, immediately amending the Brown Act to allow teleconference meetings during a state of emergency, including remote public comments, for all local agencies; and

WHEREAS, on September 20, 2021, Governor Newsom signed Executive Order N-15-21 suspending AB 361 until October 1, 2021, allowing legislative bodies to hold teleconference meetings under EO N-35-20. Furthermore EO N-15-21 orders any legislative body to meet prior to October 1, 2021 to take a majority vote for the purpose of determining whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, AB 361 allows local agencies to continue to meet via teleconference without complying with the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing, bur only during a state of emergency proclaimed by the Governor in which (1) state or local health officials have imposed or recommend measures to promote social distancing, or (2) the legislative body has determined by majority vote that meeting in person would present imminent risk to the health and safety to the attendees; and

WHEREAS, due to the COVID-19 pandemic the County of Los Angeles Department of Public Health recommends implementing policies and practices that support physical distancing amongst members of the public, resulting in the City Council's desire to adopt a resolution incorporating AB 361 and allowing for teleconference meetings;

WHEREAS, on September 29, 2021, the City Council adopted Resolution No. 2021-86-3298 declaring an exemption under the provisions of AB 361, allowing the legislative body to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for the month of October 2021; and

WHEREAS, the City Council acting as the Successor Agency and the Irwindale Housing Authority desire to ratify the adoption City Council Resolution No. 2021-86-3298.

NOW, THEREFORE, THE SUCCESSOR AGENCY BOARD AND HOUSING AUTHORITY BOARD DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council acting as Successor Agency and the Board of the Irwindale Housing Authority determines that each of the findings set forth above is true and correct and incorporated herein by this reference.

SECTION 2. Due to the COVID-19 pandemic, the County of Los Angeles Department of Public Health recommends implementing policies and practices that support physical distancing. Based on such facts, findings, and determinations, the City Council authorizes staff to conduct remote teleconference meetings of the City Council, including all City Commissions and committee meetings, and all regularly scheduled meetings that would

normally take place in the City Council Chambers, such as the Successor Agency to the Irwindale Community Redevelopment Agency, Irwindale Housing Authority Board of Commissioners, and the Reclamation Authority Board of Commissioners, under the provisions of Government Code Section 54953 subsection E. As a result, the public meetings of the City Council, Commissions, and committees are modified as follows:

a. AB 361, attached hereto as Exhibit A, regarding teleconference requirements allowing City legislative bodies to hold public meetings solely by teleconferencing, or otherwise electronically, without noticing the teleconferenced locations on the agenda, without making teleconferenced or physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted at least 72 hours in advance indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;

b. The public meeting agenda and document posting requirements such that public meeting agendas would be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;

c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option or an internet-based service provider;

d. In the event of a service disruption that prevents broadcasting the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, or (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period.

SECTION 3. Pursuant to Government Code section 54953(e)(4), the local legislative body will verify every 30 days that the exemption from traditional teleconference requirements under the Brown Act is still necessary. The legislative body must make findings no later than 30 days after the first teleconference and every 30 days thereafter that:

a. The legislative body has reconsidered the state of emergency circumstances; and

b. Either (1) the state of emergency continues to directly impact the ability to meet safely in person, or (2) state or local officials continue to impose or recommend measures to promote social distancing.

SECTION 4. AB 361 will automatically terminate on January 1, 2024.

SECTION 5. The Chief Deputy City Clerk/Authority Secretary shall certify the adoption of this Resolution which shall take effect immediately following its adoption.

PASSED, APPROVED AND ADOPTED this 13th of October, 2021.

_____
H. Manuel Ortiz, Mayor/Chair

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk/Secretary

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution Nos. SA 2021-92-3304 and HA 2021-05-104 were adopted jointly by the Successor Agency Board and Housing Authority Board at a regular meeting thereof held on the 13th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk/Secretary

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

O

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
September 2021

CC ITEM 1B

Payroll Batch	403-09-21, 404-09-21, 405-09-21, 406-09-21, 407-09-21		
DATE OF ISSUE	DEPARTMENT		AMOUNT
9/9/21			
	11 City Council		1,731.15
	13 City Administrative Office		42,492.46
	14 Finance Department		20,520.99
	15 Summer Youth		-
	35 Police Department		201,044.22
	40 Recreation Department		18,855.36
	41 Aquatics Department		2,952.27
	42 Senior Citizens' Center		13,137.35
	44 Library		10,283.88
	51 Planning & Community Development		19,966.09
	52 Public Works - Engineering		27,517.29
	57 Public Works - Services		51,978.85
		Gross Payroll	410,479.91
		Required Deductions	(114,798.56)
		Voluntary Deductions	(15,490.28)
		Net Payroll	280,191.07

Payroll Batch	414-09-21		
DATE OF ISSUE	DEPARTMENT		AMOUNT
9/14/21			
	57 Public Works - Services		3,525.64
		Gross Payroll	3,525.64
		Required Deductions	(1,003.67)
		Voluntary Deductions	-
		Net Payroll	2,521.97

Payroll Batch	418-09-21, 419-09-21		
DATE OF ISSUE	DEPARTMENT		AMOUNT
9/23/21			
	11 City Council		7,706.15
	13 City Administrative Office		41,975.18
	14 Finance Department		20,516.37
	15 Summer Youth		-
	35 Police Department		184,723.65
	40 Recreation Department		19,255.68
	41 Aquatics Department		2,811.07
	42 Senior Citizens' Center		13,600.65
	44 Library		9,644.07
	51 Planning & Community Development		21,753.61
	52 Public Works - Engineering		27,565.90
	57 Public Works - Services		45,478.24
		Gross Payroll	395,030.57
		Required Deductions	(104,793.27)
		Voluntary Deductions	(16,352.28)
		Net Payroll	273,885.02

Electronic Payments

September 2021

September 16 - 31, 2021

Number	Vendor Name	Date	Amount
ACH	CalPERS	9/24/2021	211.83
ACH	CalPERS	9/27/2021	73,616.92
ACH	EDD	9/17/2021	245.46
ACH	Federal Tax	9/17/2021	617.15
ACH	EDD	9/27/2021	19,078.51
ACH	Federal Tax	9/27/2021	52,212.25
ACH	Nationwide-457 Plan & Trust	9/23/2021	13,732.89
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	9/23/2021	2,570.00
ACH	ICMA	9/23/2021	22.39
ACH	PARS-FT	9/23/2021	27,233.09
ACH	PARS-PT	9/23/2021	918.11
		Report Total:	190,458.60

Accounts Payable

Checks by Date - Summary by Check Number

User: financetech
Printed: 10/6/2021 9:41 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
75014	DESIGN04	Design Concepts Consulting, Inc.	09/16/2021	6,580.00
75015	DESIGN04	Design Concepts Consulting, Inc.	09/16/2021	487.50
75016	ALLIAN02	Alliant Insurance Services, Inc.-NPB Main	09/16/2021	645.00
75017	ATHENS	Athens Services	09/16/2021	600.00
75018	BANKOF03	Bank of The West	09/16/2021	12,427.84
75019	ESPINO10	Iris Espino	09/16/2021	170.00
75020	FRONT01	Frontier Communications	09/16/2021	364.65
75021	HERN01	Maria, Tony Hernandez	09/16/2021	1,500.00
75022	HOYEN	Noelle Hoye	09/16/2021	240.00
75023	HULL01	Mary Hull	09/16/2021	97.68
75024	LOPEZJ01	Jade Lopez	09/16/2021	77.10
75025	OPTUM01	OptumRx, Inc.	09/16/2021	40,690.46
75026	ORONAG	Gloria Orona	09/16/2021	300.00
75027	PALACI01	Joanna Palacios	09/16/2021	56.42
75028	SCE02	Southern California Edison	09/16/2021	1,087.15
75029	TEXAS01	Texas Life Insurance Co.	09/16/2021	2,673.70
75030	verizonw	Verizon Wireless	09/16/2021	2,366.78
75031	VISION01	Vision Service Plan - (CA)	09/16/2021	1,413.72
75032	VISION01	Vision Service Plan - (CA)	09/16/2021	1,526.71
75033	PETTYC05	City of Irwindale Petty Cash	09/20/2021	676.37
75034	HARDY02	Hardy & Harper	09/23/2021	517,096.33
75035	ACCOUN	Accountemps	09/23/2021	300.00
75036	ALLIAN02	Alliant Insurance Services, Inc.-NPB Main	09/23/2021	1,157.00
75037	AMERIC34	American Fidelity Assurance Co	09/23/2021	2,498.67
75038	AT&T02	AT & T	09/23/2021	33.34
75039	AT&T06	AT & T	09/23/2021	1,697.12
75040	AZUSALW	Azusa Light & Water	09/23/2021	257.32
75041	BALLI01	Shayna Balli	09/23/2021	85.17
75042	BURGUA01	Rene Burguan	09/23/2021	2,700.00
75043	CALIFO02	California American Water	09/23/2021	13.05
75044	CONTRE01	Stefanie Caston	09/23/2021	200.00
75045	CHARTE01	Charter Communications	09/23/2021	82.12
75046	FRONT01	Frontier Communications	09/23/2021	277.32
75047	GALVAN02	Claudia Galvan	09/23/2021	480.00
75048	SOUTHE17	Golden State Water Company	09/23/2021	2,055.24
75049	GONZ11	Blanca Gonzalez	09/23/2021	80.00
75050	ABEL01	Abel Jimenez	09/23/2021	1,500.00
75051	LEGAL03	Legal Shield	09/23/2021	37.90
75052	LIEBERT	Liebert Cassidy Whitmore	09/23/2021	100.00
75053	MCIWOR	MCI Comm Service	09/23/2021	38.37
75054	SCE02	Southern California Edison	09/23/2021	532.70
75055	STANDA01	Standard Insurance Co. RV	09/23/2021	414.45
75056	TORR11	Noah Torres	09/23/2021	200.00
75057	TPX 01	TPX Communications	09/23/2021	2,395.97
75058	VISION01	Vision Service Plan - (CA)	09/23/2021	1,428.00
75059	VISION01	Vision Service Plan - (CA)	09/23/2021	4,390.08
75060	CALIFO56	California State Disbursement Unit	09/23/2021	604.15

Check No	Vendor No	Vendor Name	Check Date	Check Amount
75061	CALIFO57	California State Disbursement Unit	09/23/2021	143.07
75062	CITY01	City of Hope	09/23/2021	54.00
75063	FRANC06	Franchise Tax Board	09/23/2021	307.65
75064	ICEA	Irwindale City Employee Assoc.	09/23/2021	770.00
75065	IMEA	Irwindale Mgmt Employee Assoc.	09/23/2021	430.00
75066	IRWIND02	Irwindale Police Officers Assoc.	09/23/2021	3,118.10
75067	LOSANG31	Los Angeles County Sheriff's Dept.	09/23/2021	44.92
75068	ALESHIRE	Aleshire & Wynder, LLP	09/30/2021	56,985.71
75069	MITYLITE	Mity-Lite, Inc.	09/30/2021	3,996.22
75070	ACCOUN	Accountemps	09/30/2021	1,331.25
75071	AMAZON	Amazon	09/30/2021	2,898.33
75072	AMERIFID	American Fidelity Assurance	09/30/2021	6,060.24
75073	AT&T06	AT & T	09/30/2021	43.28
75074	CINGULAR	AT & T Mobility	09/30/2021	1,669.36
75075	AZUSALW	Azusa Light & Water	09/30/2021	319.76
75076	NEST01	Blue Triton Brands, Inc.	09/30/2021	519.93
75077	PMIDEN	Delta Dental Insurance Company	09/30/2021	991.77
75078	PMIDEN01	Delta Dental of California	09/30/2021	12,911.85
75079	FRONT01	Frontier Communications	09/30/2021	46.25
75080	GASCOM	Gas Company, The	09/30/2021	2,013.90
75081	IRWIND14	Irwindale Industrial Clinic	09/30/2021	500.00
75082	LOPEZ25	Nicholas Lopez	09/30/2021	1,500.00
75083	NATION23	National Union Fire Insurance	09/30/2021	683.92
75084	REGIST01	Registrar-Recorder/County Clerk	09/30/2021	392.00
75085	SCE02	Southern California Edison	09/30/2021	28,774.13
75086	STANDA03	Standard Insurance Company	09/30/2021	2,125.78
75087	LANAK01	Lanak & Hanna, P.C. Lanak & Hanna Attoı	10/05/2021	40,000.00
75088	ALLISO01	Allison Mechanical, Inc	10/13/2021	2,560.62
75089	ARAM01	Aramark Uniform & Career Apparel Group	10/13/2021	489.98
75090	CEM01	CEM Construction Corporation	10/13/2021	212,938.69
75091	HDLCOR	HdL Coren & Cone	10/13/2021	71.91
75092	ITERIS	Iteris, Inc.	10/13/2021	1,825.00
75093	COORYE	Samir M. Khoury	10/13/2021	2,104.71
75094	MYERS03	Myers Power Products, Inc.	10/13/2021	1,883.60
			Report Total (81 checks):	1,005,141.31

CC ITEM 1C

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

City of
IRWINDALE
AGENDA REPORT

Date: October 13, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager/Executive Director

Issue: Second Reading of Ordinance No 758 Pertaining to an Amendment of the Reclamation Fund Annual Deposit

City Manager/Executive Director's Recommendation:

It is recommended that the City Council read by title only, waive further reading of, and adopt on second reading Ordinance No. 758 entitled: **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE AMENDMENT OF SECTION 17.60.150 OF CHAPTER 17.60 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE RECLAMATION FUND REQUIRED ANNUAL DEPOSIT"**.

Administrative Action:

Submitted by:

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

Prepared by:

Eva Carreon, Finance Director/City Treasurer

Reviewed by:

Adrian Guerra, City Attorney — *Electronically Approved*

Eva Carreon, Finance Director/City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

1) The Reclamation Fund Cap (Cap) was originally set at $18,500,000, as outlined in Ordinance No. 584 approved on August 3rd 2004, and Irwindale Municipal Code (IMC) Section 17.60.150. The Cap was established as financial assurance for the reclamation of active quarries in the City at that time. There have been changes to the active quarries since 2004, resulting in the need to revise the Cap. On January 13, 2021 the City Council adopted Ordinance No. 754 amending the Cap to $13,400,000.

2) Since the Cap amount was reduced, Ordinance No. 754 also amended the required annual deposit from the City's Mining Impact Fund to the Reclamation Fund, which serves to build funds to the approved Cap amount. The annual deposit was reduced from $338,572 to $60,000.

3) As of FY 2020-2021, the Reclamation Fund Balance is $9.96 million. However, this fund balance is made up of $4.43 million in cash reserves, plus a CalPERS loan to the General Fund of $5.53 million from the Reclamation Fund. Only the cash reserve portion of the fund balance earns investment interest revenue.

4) As part of the FY 2021-2022 Budget Adoption, the City Council approved the full payoff of the CalPERS Loan from the General Fund to the Reclamation Fund. The full payment of this loan now allows the Reclamation Fund's entire fund balance of $9.96 million to earn higher investment interest. Consequently, the Reclamation Fund Cap of $13.4 million can be reach within the same 20 year amortization period, without the need for the $60,000 annual deposit from the Mining Impact Fund.

5) Ordinance No. 758 amends IMC Section 17.60.150 to remove the required $60,000 annual deposit to the Reclamation Fund from the Mining Impact Fund.

6) At its meeting of September 8, 2021, the City Council introduced and approved Ordinance No. 758 for first reading by title only. The second reading is for final adoption of Ordinance No. 758.

Fiscal Impact:

Adoption of Ordinance No. 758 approves the removal of the City's required annual deposit to the Reclamation Fund from the Mining Impact Fund, which reflects a savings of $60,000 to the Mining Impact Fund. This reduction was already included in the FY 2021-2022 Budget when it was approved by the City Council on June 23, 2021.

Attachment:

Ordinance No. 758 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE AMENDMENT OF SECTION 17.60.150 OF CHAPTER 17.60 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE RECLAMATION FUND REQUIRED ANNUAL DEPOSIT

ORDINANCE NO. 758

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE AMENDMENT OF SECTION 17.60.150 OF CHAPTER 17.60 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE RECLAMATION FUND REQUIRED ANNUAL DEPOSIT

A. RECITALS

WHEREAS, the Reclamation Fund was established in 2004 to create a financial assurance fund for the reclamation of mined quarries owned by the City's three major mining operators: United Rock Products Corporation, Hanson Aggregates, and Vulcan Materials Company; and

WHEREAS, the Reclamation Fund Cap required was originally set by Irwindale Municipal Code section 17.60.150 at $18,500,000, as outlined in detail in Ordinance No. 584, for the active quarries at that time. Another $2,400,000 was approved when the Olive Pit License Agreement was executed, for a total of $20,900,000; and

WHEREAS, since the establishment of the Reclamation Fund in 2004, the reclamation of three quarries have either been completed or are near completion, thereby reducing the Reclamation Fund Cap required by $7,500,000; and

WHEREAS, Ordinance No. 754 amended the Reclamation Fund Cap to the reduced amount of $13,400,000, as well as amended the required annual deposit from the Mining Impact Fund to $60,000; and

WHEREAS, the current pre-audit Reclamation Fund Balance is $9,965,484.87 as of June 30, 2021. This fund balance has been accrued since 2004 with annual deposits from the Mining Impact Fund and interest earnings; and

WHEREAS, the Reclamation Fund Balance is made up of $4.43 million in cash reserves, plus a CalPERS loan to the General Fund of $5.53 million from the Reclamation Fund. Only the cash reserve portion of the fund balance earns investment interest revenue; and

WHEREAS, with the adoption of the FY 2021-2022 Budget on June 23, 2021, the City Council approved the full payoff of the $5.53 million CalPERS Loan to the Reclamation Fund, allowing the full Reclamation Fund Balance of $9.96 million to earn investment interest; and

WHEREAS, the current operating mining quarries have an estimated active life of at least 20 years, thereby providing a 20-year timeframe for the growth of the Reclamation Fund Cap required of $13,400,000 by interest earnings only, without the need for the required annual deposits; and

WHEREAS, if interest earnings come in higher than projected, resulting in the Reclamation Fund Cap being reached earlier than the 20 years, the Cap will be maintained at the $13,400,000 mark, and per Section 17.60.150(A) of the Irwindale Municipal Code, any amounts exceeding the Cap will be place in the General Fund.

B. ORDINANCE

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

Section 1. The City Council of the City of Irwindale finds the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Section 17.60.150 of Chapter 17.60 of Title 17 of the Irwindale Municipal Code is amended and shall now read as follows (deleted text, if any, is shown in ~~strikethrough~~; new text, if any, is shown in ***bold & italics***):

"A. There is authorized a reclamation fund derived from existing revenue collected under the special mining tax in the Mining Impact Fund pursuant to Chapter 3.18 of this code. The reclamation fund will be a separate account established for the purposes authorized in this chapter, administered by the director of finance as a special fund of the city and invested in the manner authorized by the city council. The city ***shall not*** ~~will~~ make ~~a sixty thousand dollar~~ ***any*** deposit***s*** per year from the Mining Impact Fund***. The reclamation fund shall accrue with interest earnings only*** until such time as the aggregate amount of the reclamation fund, including interest and ***prior*** amounts deposited, equals an amount determined to be the reclamation cap (the "reclamation cap"), as defined in this section. Thereafter, the city shall not make future deposits in the reclamation fund. Interest on any monies in the reclamation fund shall accrue to the benefit of the reclamation fund and will be utilized towards reducing required contributions by the city (since interest earnings reduce the required contributions to reach the reclamation fund cap). The city may withdraw and place in its general fund any amounts exceeding the reclamation fund cap.

B. The reclamation fund is envisioned to be utilized to assist in the reclamation of the mined quarries of the city's principal operators, currently owned by United Rock Products Corporation ("United"), Hanson Aggregates West, Inc. ("Hanson"), and CalMat Co. doing business as Vulcan Materials Company — Western Division ("Vulcan"). To participate, such operators must enter into an operating rights transfer agreement as provided in subsection 17.60.160(B) of this chapter. The reclamation fund cap shall be a total of thirteen million four hundred thousand dollars. The reclamation fund cap shall be determined based on which operators participate, and shall be allocated according to subsection 17.60.150(C) of this chapter.

C. The reclamation fund shall be allocated for use in supplementing reclamation of the participating quarries as authorized under this chapter in a manner that is proportional to the financial assurances posted with the city by each participating quarry (i.e., if only one operator participates, the allocation is one hundred percent; if two, for example United and Hanson, then the allocation is approximately 70/30 [8/11.5 = .70). Such allocation shall be computed and monitored by the director of finance.

D. Nothing in this chapter shall prevent the city from utilizing the authority under Public Resources Code Section 2773.1 or SMARA Regulations Sections 3806.1 and 3806.2 to establish financial assurances to establish appropriate financial assurances for operations or mining sites owned or operated by the city or its related agencies. Such financial assurances may be established by city in its sole discretion and separate from the requirements or procedures under this Section 17.60.150 or Section 17.60.160."

Section 3. **Severability.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

Section 4. **Certification and Effective Date.** The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Irwindale. This ordinance shall be in effective on the thirtieth (30th) day after the day of its adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 13th day of October, 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 Ordinance No. 758 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on September 8, 2021, and adopted on second reading at a regular meeting of the City Council of the City of Irwindale held on October 13, 2021, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, CMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 758 adopted by the City Council of the City of Irwindale at its regular meeting held October 13, 2021, to be posted at the City Hall, Library, and Post Office on September 8, 2021.

_____ Dated: _____
Laura M. Nieto, CMC
Chief Deputy City Clerk

CC ITEM 1D

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

City of
IRWINDALE
AGENDA REPORT

Date: October 13, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Approve Out-of-State Travel to the 2021 International Council of Shopping Centers Conference in Las Vegas, Nevada for Economic Development Staff

City Manager's Recommendation:

That the City Council of the City of Irwindale adopt Resolution No. 2021-87-3299 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE OUT-OF-STATE- TRAVEL TO THE 2021 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA FOR ONE ECONOMIC DEVELOPMENT STAFF MEMBER."

Administrative Action:

Submitted by:

Assistant City Manager, Theresa Olivares

Prepared by:

Iris Espino, Assistant to the City Manager

Reviewed by:

Electronically approved

Adrian Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:

William Tam, City Manager

Background and Analysis:

Every year in May, the International Council of Shopping Centers (ICSC) holds their annual conference in Las Vegas, Nevada to advance the shopping center industry and promote its role in commercial distribution of consumer goods and services. Cities throughout the nation send representatives to promote retail opportunities and attract quality businesses and jobs.

The conference provides educational programs and publications in all aspects of shopping center development, finance, management, marketing and other specialized areas of professional interest; holds meetings and other programs designed to promote the exchange of ideas among members and to facilitate the conduct of their business; collects and disseminates information pertaining to the shopping center industry, including statistical data and other statistical research; develops and maintains professional certification programs to encourage high standards for shopping center professionals; advocates the interest of the shopping center industry to local, state/provincial, federal and international governmental bodies; and publicizes to the general public promotional and educational shopping center business information.

The City of Irwindale will be represented at the conference by one economic development staff member. The City's previous participation in the conference has allowed it to sell former redevelopment sites and attract commercial opportunities. The City's participation in the ICSC 2021 annual conference serves the valid public purpose of promoting the City's economic and business development.

Fiscal Impact:

The approximate cost to attend the conference is $790.40, which includes registration and travel accommodations. Funding for this conference has already been appropriated in the FY 2021-2022 General Fund Budget.

Attachment(s):

1. Resolution 2021-87-3299

2. ICSC Here, We Go. 2021 Program

RESOLUTION NO. 2021-87-3299

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE OUT-OF-STATE- TRAVEL TO THE 2021 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA FOR ONE ECONOMIC DEVELOPMENT STAFF MEMBER

WHEREAS, every year in May, the International Council of Shopping Centers (ICSC) holds their annual conference in Las Vegas, Nevada to advance the shopping center industry and promote its role in the commercial distribution of consumer goods and services; and

WHEREAS, cities throughout the nation send representatives to promote retail opportunities and attract quality businesses and jobs; and

WHEREAS, the conference provides educational programs and publications in all aspects of shopping center development, finance, management, marketing and other specialized areas of professional interest; holds meetings and other programs designed to promote the exchange of ideas among members and to facilitate the conduct of their businesses; collects and disseminates information pertaining to the shopping center industry, including statistical data and other statistical research; develops and maintains professional certification programs to encourage high standards for shopping center professionals; advocates the interest of the shopping center industry to local, state/provincial, federal and international governmental bodies; and publicizes to the general public promotional and educational shopping center business information; and

WHEREAS, the City of Irwindale will be represented at the conference by one economic development staff member;

WHEREAS, attending the conference will benefit the City and the community it serves by promoting the City's economic and business development.

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

Section 1. The City Council finds the above recitals true and correct and they are hereby incorporated herein.

Section 2. The City Council hereby finds that the City's participation in the 2021 International Council of Shopping Centers (ICSC) Conference in Las Vegas, Nevada serves the valid public purpose of promoting the City's economic and business development and approves out-of-state travel for one economic development staff member to represent the City at the 2021 ICSC Conference.

Section 3. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall take effect immediately.

PASSED, APPROVED and **ADOPTED** this 13th day of October, 2021

H. Manuel Ortiz, Mayor

ATTEST

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-87-3299 duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the 13th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

Laura M. Nieto, MMC
Chief Deputy City Clerk



ICSC | HERE, WE GO. 2021

INNOVATING COMMERCE
SERVING COMMUNITIES

Get back on track at ICSC – Here, We Go. 2021, our biggest live event this year.

At Here, We Go. 2021 you will experience:

- [illegible]
- [illegible]
- [illegible]y

Schedule of Events

ICSC - Here, We Go. 2021

December 5-7, 2021

Las Vegas Convention Center

Nevada United States

ICSC - Here, We Go. 2021

Register Another Person

ICSC
INNOVATING COMMERCE
SERVING COMMUNITIES

HERE, WE GO. 2021

Get back on track at ICSC — Here, We Go. 2021, our biggest live event this year.

At Here, We Go. 2021 you will experience:

- Networking with dealmakers, changemakers and innovators
- Gatherings and meetups with like-minded professionals
- Interactive content from across the Marketplaces Industry

Schedule of Events

Sunday, December 5
By Invitation Only Events

Monday, December 6
9:00 am – 5:00 pm • Exhibit Hall Open
5:30 pm – 7:30 pm • Opening Reception

Tuesday, December 7
9:00 am – 3:00 pm • Exhibit Hall Open

Registration Fees:

Advance Rate
(ends November 5, 2021)

- Member | **$395**
- Non-member | **$795**
- Retailer Member | **$0**
- Public Sector/Student | **$50**

Standard Rate* (begins November 6 through event day)

- Member | **$750**
- Non-member | **$1,095**
- Retailer Member | **N/A**
- Public Sector/Student* | **N/A**

(Badge pickup and registration for Standard Rate tickets will start December 4, 2021 in Las Vegas)

***On-site registration will not be available.**
**Only active student members can register for this event.

All attendees must be fully vaccinated **to participate in ICSC — Here, We Go. 2021. Instructions on how to submit proof of full vaccination will be sent to all registrants before the event starts. A negative COVID-19 test 48 hours prior to this event will no longer be accepted.**

Registration will close December 2 at 4:00 pm ET to allow for attendees to upload their proof of vaccination.

NOTE:

- Complimentary registration for retailer members; registrations must be received by November 19, 2021. No on-site registrations will be accepted.
- Member/Non-member cancellation subject to a $100 fee and must be received in writing 30 days prior to the event start date (Friday, November 5, 2021).
- Public Sector/Student cancellation subject to a $25 fee and must be received in writing 30 days prior to the event start date (Friday, November 5, 2021).

Hotel Reservations:

In partnership with onPeak, we are offering discounted rates at select Las Vegas hotels for ICSC — Here, We Go. 2021. onPeak is the only official hotel provider endorsed by ICSC, and we encourage you to book through them early for the best selection and price.

Book Hotel

CC ITEM 1E

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

City of
IRWINDALE
AGENDA REPORT

Date: October 13, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: A RESOLUTION TO EXTEND THE EXISTENCE OF A LOCAL EMERGENCY REGARDING COVID-19 PANDEMIC

City Manager's Recommendation:

It is recommended that the City Council:

1) **ADOPT RESOLUTION NO. 2021-90-3302 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"**

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Iris Espino, Assistant to the City Manager

Reviewed by:

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

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

On March 4, 2020, Governor Newsom 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), January 10, 2021 (Resolution No. 2021-02-3264), March 10, 2021 (Resolution No. 2021-22-3234), April, 28, 2021 (Resolution No. 2021-26-3248), June 23, 2021 (Resolution No. 2021-57-3269), and August 25, 2021 (Resolution No. 2021-70-3282) 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 and the State is has reopened, it is recommended that the City Council extend the local emergency for an additional period of 60 days to continue to make resources available to address the continuing effects of COVID-19.

Fiscal Impact:

There is no fiscal impact at this time in approving the 60-day extension of the COVID-19 local emergency.

Attachment: Resolution No. 2021-90-3302

RESOLUTION 2021-90-3302

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

WHEREAS, on March 4, 2020, Governor Newsom 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, 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; 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), January 10, 2021 (Resolution No. 2021-02-3264), March 10, 2021 (Resolution No. 2021-22-3234), April, 28, 2021 (Resolution No. 2021-26-3248), June 23, 2021 (Resolution No. 2021-57-3269), and August 25, 2021 (Resolution No. 2021-70-3282) 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, 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 continuing effects of 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 findings 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. 2021-70-3282 on August 25, 2021 for a period of 60 days.

SECTION 3. 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 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 5. 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 13th day of October 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. 2021-90-3302 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of October, 2021 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

CC ITEM 1F

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

City of
IRWINDALE
AGENDA REPORT

Date: October 13, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Award of Contract to provide Professional Design Services for the preparation of Plans, Specifications and Estimate (PS&E) of a Vitrified Clay Pipe (VCP) Sewer Line Extension on Arrow Hwy; P-1035

City Manager's Recommendation:

That the City Council **(1)** approve and authorize the City Manager to execute an agreement, subject to City Attorney approval as to form, with Coory Engineering in the amount of $50,800.00 for professional design services for the preparation of plans, specifications and estimate (PS&E) ready for construction of a VCP Sewer Line Extension on Arrow Hwy; this amount includes $8,900.00 as an optional item to the proposal for design of street improvements (i.e. sidewalk, driveway, curb and gutter restoration meeting ADA Standards) that are deemed necessary to have a complete set of PS&E for this project; and **(2)** approve a 15% contingency for design in the amount of $7,620.00 to cover additional services required to address any unforeseen site conditions during design.

Administrative Action:

Submitted by:
Arsanious Hanna, Director of Engineering / Building Official

Prepared by:
Francisco Carrillo
Construction Compliance Manager
(626) 430-2251

Reviewed by:
Adrian Guerra, City Attorney

Electronically signed by City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:
William Tam, City Manager

Background and Analysis:

The extension of the sewer line on Arrow Highway is identified in the City's 2021-2022 Capital Improvement Program to provide sewer service to businesses that lacked this type of service on the north side of Arrow Highway from Azusa Canyon Road east to the Southern Pacific Railroad crossing.

On September 22, 2021, staff issued a Request for Proposal (RFP) for professional design services for the preparation of the plans, specifications and estimate (PS&E) for this project. Staff received proposals from two qualified engineering firms on October 4, 2021 with the following results:

CONSULTANT	RANKING	FEE PROPOSAL	COMMENTS
Coory Engineering	1	$ 50,800.00	
Chris Nelson Associates, Inc	2	$ 86,900.00	
Barbara Hall Inc.			No Proposal Submitted
D&D Engineering, Inc			No Proposal Submitted
Design Concepts Consulting			No Proposal Submitted

Staff evaluated each proposal received and ranked each consultant based on technical competency, project understanding, experience, staff qualifications and availability. Coory Engineering was determined to be the most qualified firm for the project. Staff recommends awarding the contract for design services to Coory Engineering for the preparation of PS&E for construction of a Vitrified Clay Pipe (VCP) Sewer Line Extension on Arrow Hwy and the optional design of street improvements (i.e. sidewalk, driveway, curb and gutter restoration meeting ADA Standards) that are deemed necessary to have a complete set of PS&E for this project.

It is expected that the PS&E will be completed within three (3) months of the execution of the agreement. Upon completion of the PS&E, the bid package will be brought to City Council for approval and authorization to advertise for construction bids.

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

Fiscal Impact:

Sufficient funding for this project in the amount of $330,000 is budgeted in the FY21/22 CIP Budget Account 48-80-800-45700-8804. This project is funded 40% ($132,000) by the General Fund. 40% ($132,000) by the Mining Impact Fund, and 20% ($66,000) by the Development Impact Fund.

Attachment(s):

- Contract Agreement for Professional Consultant Services

CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR DESIGN OF PLANS, SPECIFICATIONS AND ESTIMATE FOR A NEW VCP SEWER LINE EXTENSION ON ARROW HWY; P-1035

This PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 13th day of October, 2021, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and COORY ENGINEERING, 1718 N. Neville Street, Orange, CA 92865, (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 Fifty Thousand Eight Hundred Dollars ($50,800) ("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 fifteen percent (15%) of the Contract Sum but not exceeding a total contract amount of Seven Thousand Six Hundred Twenty Dollars ($7,620) 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. Samir M. Khoury, 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 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 Tam, City Manager

ATTEST:

_____

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Adrian Guerra, City Attorney

CONSULTANT:

Coory Engineering

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address: Coory Engineering
1718 N. Neville Street, Orange, CA 92865

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2020 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 _____, 2020 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

1. **TOPOGRAPHIC SURVEY:**
Perform a topographic survey of the subject project area. This survey is to be used as a base map for design and discussing potential improvement recommendations. Limits of survey shall cover the northside of Arrow Highway from Azusa Canyon Road to the Southern Pacific Railroad crossing; total length +/- 650'.

2. **SEWER IMPROVEMENTS PLAN:**
Prepare a Sewer Improvement Plan for the proposed extension of the existing 8" VCP sewer pipe to provide sewer service to the Two (2) properties north of Arrow Highway as identified in the project RFP (APN: 8533-012-009 & 8533-012-004). This task includes substructure as-built assessment and research through available City or County drawing records. Process sewer plans with the City and relevant County agencies through approval.

3. **ENGINEER'S COST ESTIMATE:**
Prepare bid schedule to be included in the specifications and a preliminary cost estimate for the purposes of budgeting and construction bid comparison.

4. **SPECIFICATIONS:**
Prepare the necessary specifications needed for the construction bids and job control. The specifications will cover the technical part for the Civil Items Section.

Boiler plate and issuance of the specification booklet shall be prepared by City personnel. Coory Engineering will review and revise the total specification booklet prior to City's production for inviting construction bids.

5. **AS-BUILT RECORD DRAWINGS:**
Following the completion and acceptance of the project, prepare a complete set of revised original tracings showing as-built conditions on mylar. Revisions will be solely based on as-built information provided by the Contractor.

6. **PROJECT MANAGEMENT: GENERAL COORDINATION, MEETINGS, PLAN PROCESSING, PRE & POST BID SUPPORT, AND CONSTRUCTION TECHNICAL SUPPORT, AS NEEDED:**

   a. Provide general coordination with the team members.
   b. Meet with city plan checkers, project managers and related department staff. Six (5) meetings will be budgeted for this task, i.e Kick-off, 60%, 90%, 100% and Pre-Construction project milestones including a meeting with the neighboring businesses as suggested in our Project Approach under Section F, Item 8.
   c. Provide corrections to the plans per the plan check and process the bid package through approval.
   d. Pay applicable fees on behalf of the City that are associated with plan check approvals from outside agencies (non-City of Irwindale departments.) These fees shall be invoiced by our office and payable as project reimbursement items.

e. Provide technical support during the construction bidding phase and post bid evaluation process, including answering bidder's questions (RFIs), evaluation of the lowest responsible bidder, qualifications and references, and the overall integrity of bids.

f. Provide technical support to the City's Contract Administrator during the construction period, including RFI responses, Contractor's material submission review, field observations and review of Contractor's Request for Change Orders.

g. Assist in Project Close-out.

7. **PRINTING AND OTHER REIMBURSABLES:**
The cost of printing and other reimbursables shall be billed based on actual market cost without mark-ups. The amount shown on the fee list is a budget figure. Actual final cost may vary, more or less.

F E E S

ITEM No.	DESCRIPTION	PHASE 1
1.	TOPOGRAPHIC SURVEY (FIELD SURVEY WORK AT PREVAILING WAGE)	$9,600.00
2.	SEWER IMPROVEMENTS PLAN	16,500.00
3.	ENGINEER'S COST ESTIMATE	2,300.00
4.	SPECIFICATIONS	1,800.00
5.	AS-BUILT RECORD DRAWINGS	2,500.00
6.	GENERAL COORDINATION, MEETINGS, PLAN PROCESSING, PRE & POST BID SUPPORT, AND CONSTRUCTION TECHNICAL SUPPORT, AS NEEDED	8,300.00
7.	REIMBURSABLES (BUDGET AMOUNT)	900.00
	TOTAL	**$41,900.00**

OPTIONAL ITEMS:

1. **EROSION CONTROL PLAN:**

Prepare an erosion control plan per the requirements of the City. This plan shall be based on a one-time construction phase.

If needed, the fee for this item shall be in the amount of $1,900.00.

2. STREET IMPROVEMENT PLAN:

Recommend street improvements, if needed, and prepare a street improvement plan per the requirements of the City. This plan shall be based on review of existing conditions and agreed discussions with the City for any recommended improvements, ie ADA improvements, sidewalk/ curb & gutter restoration, etc.)

If needed, the fee for this item shall be in the amount of $8,900.00.

EXTRAS:

a. Items that are not covered by this proposal or additions to this outline.
b. Project revisions other than normal plan check.
c. Traffic Control Plan.
d. Construction Staking.
e. Survey Monument and corner tie records reinstatement.
f. USA DigAlert/ pothole coordination.

EXHIBIT "B"

SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

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, but not to exceed the Contract Sum of $50,800.

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 attached hourly rate for performance of services under this agreement. Consultant shall charge the attached hourly rate for any additional work performed that is authorized by the City in writing.

COORY ENGINEERING FEE SCHEDULE

COORY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING

- **OFFICE**

PRINCIPAL ENGINEER:	$250.00/HR
DESIGN ENGINEER:	180.00
ENGINEERING TECHNICIAN:	140.00
CLERICAL / RESEARCH:	60.00

- **SURVEYING**

Regular Wages:

1-MAN PARTY:	$150.00/HR
2-MEN PARTY:	250.00
3-MEN PARTY:	350.00

Prevailing Wages:

1-MAN PARTY:	$230.00/HR
2-MEN PARTY:	400.00
3-MEN PARTY:	580.00

Effective: 1/1/2020

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 project, or within three (3) months of the contract execution date, whichever comes first. The term of this agreement can be extended for a twelve-month period with written notice issued by the City Engineer. Consultant shall ensure the project remains on schedule.

CC ITEM 2A

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

City of
IRWINDALE
AGENDA REPORT

Date: October 13, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Update on AB 361 and Public Meeting Options

City Manager's Recommendation:

Staff recommends City Council discuss and consider the update on AB 361 and provide direction to staff regarding the manner in which public meetings will be conducted beginning November 1, 2021 through November 30, 2021. The options include:

1. Reaffirm the Council's action taken on September 30, 2021, and conduct meetings via teleconference only, pursuant to Resolution No. 2021-86-3298, or

2. Resume the Brown Act (pre-pandemic) requirements for public meetings, or

3. Conduct hybrid public meetings allowing public meetings to (1) continue via teleconference, allowing the public to view and address the legislative body via telephone or electronically, and (2) allow the public to attend the public meetings in-person.

Administrative Action:

Submitted/Prepared by:

Theresa Olivares, Assistant City Manager

Reviewed by:

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

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

On September 30, 2021, the City Council adopted Resolution No. 2021-86-3298 (Attachment "A"), and declared an exemption under AB 361, allowing the legislative body to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for the month of October 2021. This declaration was based on the Los Angeles County Department of Public Health's guidance to social distance (about 6 feet away) from people outside your household or when vaccination status is unknown. Subsequent to the action taken by the City Council, the City Attorney received clarification on the intent of AB 361, specifically the ability to conduct hybrid meetings, thereby allowing the public to participate in a public meeting via teleconference or in-person.

The City Council has three options regarding the conduct of the City Council, Successor to the Irwindale Community Redevelopment Agency, Housing Authority, Reclamation Authority and Commission public meetings (1) conduct meetings via teleconference only, (2) resume in-person meetings, or (3) conduct hybrid meetings (via teleconference and in-person).

Option 1 – Conduct public meetings via teleconference

Continue to conduct public meetings via teleconference only, foregoing the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing. Limiting in-person attendees to the legislative body, city manager, city attorney, and staff required to attend the meeting.

Option 2 – Resume the Brown Act (pre-pandemic) requirements for meetings

The Irwindale City Council may elect to resume in-person meetings in accordance with the Brown Act (pre-pandemic) requirements for public meetings. As a result, all legislative body members, staff, and members of the audience desiring to address the legislative body would meet in-person. Under this option, the LADPH social distancing guidance for in-door events would be followed, requiring a 6-feet social distance for in-person participants. The social distancing guidelines would be applicable to the interior and exterior City Council Chamber.

Option 3 – Conduct hybrid meetings (public meetings would occur via teleconference and in-person

This option allows public meetings to (1) continue via teleconference, allowing the public to view and address the legislative body via telephone or electronically, and (2) allow the public to attend the public meetings in-person. Under this option, the LADPH social distancing guidance for in-door events would be followed, requiring a 6-feet social distance for in-person participants. The social distancing guidelines would be applicable to the interior and exterior City Council Chamber.

Option 2 and Option 3 protocols

Below are the recommended protocols for Option 2 and Option 3, for the council to consider:

1. Delineated path of travel to and from the lectern - A delineated path of travel to and from the lectern will allow speakers to traverse from their seat to the lectern, and back again, once they are called upon to address the Council or commissions.

2. Reserved seating for members of the public and City Staff – Seats in the Council Chambers will be reserved for members of the public and City staff. In complying with the LADPH social distancing guidance, 9 seats will be available for members of the public and 2 seats will be available for City staff. One of the staff members will sanitize the lectern and microphone after each speaker.

   1st Row: 2 seats total for members of the public
   2nd Row: No seats available
   3rd Row: 7 seats total for members of the public

3. Additional Public Seating – Additional seating for members of the public is required for those individuals who are unable assemble in the inner council chamber due to LACDPH's social distancing guidelines. Therefore, seating will be arranged in the outer Council Chamber by City staff to comply with the LACDPH's 6-feet social distance guidance. Members of the public desiring to address the legislative body at the lectern will enter the council chamber from the south side entry door of the council chamber.

4. Additional Staff Seating – Additional staff seating is required for those staff members who are unable assemble in the inner council chamber due to LACDPH's social distancing guidelines, but are required to be at the public meeting. Therefore, the large conference room table located in the outer council chamber is designated for staff use during public meetings. Staff needing to address to the legislative body will enter the council chamber from the north entry door of the council chamber.

5. Face Masks - In accordance with current County health orders, masks will be required for all attendees in the City Council Chambers.

6. Option 3 (only): Administration of Public Comments – Under the hybrid model, members of the public joining via teleconference will be able to address the legislative body by telephone or via electronically. Additionally, members of the public participating in the meeting in-person will address the legislative body at the lectern located in the Council Chamber. To assist with the administrative facilitation and to ensure that member of the public have an opportunity to address the legislative body staff recommends the following order for receiving comments:

   a. 1st: In-person attendees – members of the public attending the meeting in person will be called upon to address the legislative body
   b. 2nd: Teleconference attendees – members of the public attending the meeting via telephone or electronically will be called upon to address the legislative body.

c. 3rd: In-person attendees who did not previously provide comments on the matter being discussed by the legislative body will be called to address the legislative body.
d. 4th: Teleconference attendees who did not previously provide comments on the matter being discussed by the legislative body will be called to address the legislative body.
e. 5th: Members of the audience (in-person or via teleconference) who have already addressed the legislative body on the matter being discussed may request to provide additional comments to the legislative body. This request will be approved or denied at the discretion of the legislative body.

Next Steps

Based on the direction provided by the City Council, the October 27, 2021 City Council agenda will include a staff report identifying how meetings for the month of November will occur.

Fiscal Impact:

The Options presented will require the assistance of city staff to assist with the meeting and public participation. The fiscal impact will be based on the staff required to assist during the meeting and the duration of the meeting. As reported to the Council on September 29, 2021, the fiscal impact for all Council and Commission meetings for the month of October 2021 is estimated to be approximately $900.

Attachments:

1. Resolution No. 2021-86-3298

RESOLUTION NO. 2021-86-3298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CALIFORNIA, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING OCTOBER 1, 2021 THROUGH OCTOBER 30, 2021 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361

WHEREAS, the Ralph M. Brown Act (California Government Code Sections 54950, et seq., hereinafter referred to as the "Brown Act") requires that public meeting agendas be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting; and

WHEREAS, the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, on March 17, 2020 Governor Newsom issued Executive Order N-29-20, suspending the Brown Act teleconferencing requirements allowing legislative bodies to hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda that is posted 72 hours in advance indicates that the members of the legislative body will be participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations; and

WHEREAS, on March 21, 2021, Governor Newsom issued Executive Order N-35-20, allowing members of a local legislative body to receive updates relevant to the declared emergency and ask questions; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 into law, immediately amending the Brown Act to allow teleconference meetings during a state of emergency, including remote public comments, for all local agencies; and

WHEREAS, on September 20, 2021, Governor Newsom signed Executive Order N-15-21 suspending AB 361 until October 1, 2021, allowing legislative bodies to hold teleconference meetings under EO N-35-20. Furthermore EO N-15-21 orders any legislative body to meet prior to October 1, 2021 to take a majority vote for the purpose of determining whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, AB 361 allows local agencies to continue to meet via teleconference without complying with the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing, bur only during a state of emergency proclaimed by the Governor in which (1) state or local health officials have imposed or recommend measures to promote social distancing, or (2) the legislative body has determined by majority vote that meeting in person would present imminent risk to the health and safety to the attendees; and

WHEREAS, due to the COVID-19 pandemic the County of Los Angeles Department of Public Health recommends implementing policies and practices that support physical distancing amongst members of the public, resulting in the City Council desires to adopt a resolution incorporating AB 361 and allowing for teleconference meetings;

NOW, THEREFORE, the City Council of the City of Irwindale, California, does hereby resolve, determine, and order as follows:

SECTION 1. The City Council determines that each of the findings set forth above is true and correct and incorporated herein by this reference.

SECTION 2. Due to the COVID-19 pandemic, the County of Los Angeles Department of Public Health recommends implementing policies and practices that support physical distancing. Based on such facts, findings, and determinations, the City Council authorizes staff to conduct remote teleconference meetings of the City Council, including all City Commissions and committee meetings, and all regularly scheduled meetings that would normally take place in the City Council Chambers, such as the Successor Agency to the Irwindale Community Redevelopment Agency, Irwindale Housing Authority Board of Commissioners, and the Reclamation Authority Board of Commissioners, under the provisions of Government Code Section 54953 subsection E. As a result, the public meetings of the City Council, Commissions, and committees are modified as follows:

a. AB 361, attached hereto as Exhibit A, regarding teleconference requirements allowing City legislative bodies to hold public meetings solely by teleconferencing, or otherwise electronically, without noticing the teleconferenced locations on the agenda, without making teleconferenced or physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted at least 72 hours in advance

indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;

b. The public meeting agenda and document posting requirements such that public meeting agendas would be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;

c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option or an internet-based service provider;

d. In the event of a service disruption that prevents broadcasting the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, or (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period..

SECTION 3. Pursuant to Government Code section 54953(e)(4), the local legislative body will verify every 30 days that the exemption from traditional teleconference requirements under the Brown Act is still necessary. The legislative body must make findings no later than 30 days after the first teleconference and every 30 days thereafter that:

a. The legislative body has reconsidered the state of emergency circumstances; and

b. Either (1) the state of emergency continues to directly impact the ability to meet safely in person, or (2) state or local officials continue to impose or recommend measures to promote social distancing.

SECTION 4. AB 361 will automatically terminate on January 1, 2024.

SECTION 5. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall take effect immediately following its adoption.

PASSED, APPROVED AND ADOPTED this 29th of September, 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. 2021-86-3298 was duly adopted by the City Council of the City of Irwindale at a special meeting thereof held on the 29th day of September 2021, by the following vote:

AYES:	Councilmembers:	Ambriz, Breceda, Burrola, Garcia, Mayor Ortiz
NOES:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None
ABSENT:	Councilmembers:	None

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

O

CC ITEM 2B

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

City of
IRWINDALE
AGENDA REPORT

Date: October 13, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Eligibility Lists for Part-Time Classification Recruitments

City Manager's Recommendation:

Discuss and provide direction regarding reducing the duration of an eligibility list for part-time classification recruitments.

Administrative Action:

Submitted by:

William K. Tam, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director/ City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

As requested by Mayor Pro Tem Burrola at the meeting of August 25, 2021, this matter has been placed on the agenda for the City Council to discuss and provide direction.

An eligibility list is established for a recruitment at the end of the testing/interview process and lists the names of those applicants who are eligible for job openings in a particular classification. As set forth in Irwindale's Personnel Rules, eligibility lists for both part-time and full-time classifications are valid for a period of twelve (12) months, or until exhausted, whichever comes first. An eligibility list may be terminated at any time when less than three (3) eligible candidates remain.

Fiscal Impact:

No fiscal impact.

CC ITEM 3A

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

City of
IRWINDALE
AGENDA REPORT

Date: October 13, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Site Plan and Design Review (DA) No. 03-2021 for the exterior renovation of an existing industrial building for property located at 5462 Irwindale Avenue in the M-2 (Heavy Manufacturing) Zone [APN: 8619-019-031].

City Manager's Recommendation:

That the City Council consider the Planning Commission's Resolution No. 806(21) recommending the City Council deny Site Plan and Design Review (DA) No. 03-2021 to allow the exterior renovation of an existing industrial building for property located at 5462 Irwindale Avenue; and

Adopt:

1. **Resolution No. 2021-89-3301**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DENYING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2021 FOR EXTERIOR RENOVATION OF AN EXISTING INDUSTRIAL BUILDING AND LANDSCAPING LOCATED AT 5462 IRWINDALE AVENUE (APN: 8619-019-031) IN THE M-2 (HEAVY MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT".

   OR if the City Council desires to approve the proposed project, it is recommended that the City Council:

2. **Resolution No. 2021-74-3286** approving Site Plan and Design Review (DA) No. 03-2021, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2021 FOR EXTERIOR RENOVATION OF AN EXISTING INDUSTRIAL BUILDING AND LANDSCAPING LOCATED AT 5462 IRWINDALE AVENUE (APN: 8619-019-031) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT."

Administrative Actions:

Submitted by:

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

Electronically Approved

Prepared by:

Lisa Chou, Associate Planner

Reviewed by:

Adrian Guerra, City Attorney **Electronically Approved**

Eva Carreon, Finance Director / City Treasurer

Approved by:

William Tam, City Manager

BACKGROUND/HISTORY

Built in 1985, the industrial building was occupied by a variety of uses such as manufacturing, wholesale, general office, auto repair and sale of auto parts. In 2020, GF Signet purchased the property and began interior tenant improvements. The company began operations March 2021.

After considering the findings of fact, the Planning Commission deliberated and found that the findings of fact do not support the project and voted four to one (4:1) to direct staff to prepare a resolution of denial to be brought back at the next scheduled Planning Commission meeting of August 18, 2021 for adoption.

On July 21, 2021, the Irwindale Planning Commission conducted a duly noticed public hearing through a conference call/webinar, as required by law on the Application and in compliance with Executive Order N-25-20 (relating to COVID-19), and closed the public hearing.

Per Irwindale Municipal Code Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area are is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable. In exchange for granting the exemption, the Planning Commission may require certain conditions to be included into the final Conditions of Approval. Planning Commission expressed a desire to see more Spanish mission style features and color palette in the proposed design however the applicant declined to accept any changes to proposed design. The Planning Commission thus

voted four to one (4:1) to recommend denial to the City Council for the applicant's request for an exemption from the Commercial and Industrial Design Guidelines for the project and requested that staff bring back a resolution of denial at the next regularly scheduled meeting.

On August 18, 2021, the Planning Commission unanimously adopted Resolution No. 806(21) recommending that the City Council deny the approval of Site Plan and Design Review (DA) No. 03-2021.

GENERAL PLAN AND ZONING

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

Direction	Existing Land Use	Zoning District
North	Industrial, Utilty	M-2 Heavy Manufacturing, SCE Power Station
South	Industrial	M-2 Heavy Manufacturing
East	Industrial	M-2 Heavy Manufacturing
West	Industrial	M-2 Heavy Manufacturing

ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301 (Class 1; Existing Facilities) of the CEQA Guidelines. If action is taken to approve the project, a Notice of Exemption (NOE) will be filed with the Los Angeles County Clerk Recorder. The NOE is on file at the Community Development Department and available for review by the public.

PROJECT DESCRIPTION

Located on 3.25 acres fronting Irwindale Avenue, the existing industrial building is a concrete tilt-up and the proposed renovations will preserve much of the shell building structure. The proposed redesign of the exterior façade is to align the building aesthetics with the company's image of innovative and technological professionalism in the field of advanced plumbing engineering solutions. The proposed design seeks to update the building while blending into the existing adjacent industrial buildings.

Per IMC Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable. Such exemption can only be used once in a ten-year period. There is no proposed addition to the existing floor area and no previous exemptions have been granted for the property. In return for the exemption, the Planning Commission may require one or more of the following conditions, of which will be incorporated into the final Conditions of Approval:

a. Architectural improvements to portions of the existing building that are visible from major arterials and secondary highways (as defined in the General Plan) or any residential property.
b. Architectural improvements to other buildings owned by the property owner that are visible from major arterials, secondary highways, or any residential property.
c. Improvements to portions of the property that are visible from major arterials, secondary highways, or any residential property, such as additional landscaping, a fountain, public art or similar improvement.
d. Implementation of improvements identified by the Planning Commission over a specified time period.

Architecture/Design

The proposed exterior renovation seeks to update the 1980's building aesthetics to align with the GF Signet company image while acknowledging the industrial design style of the existing surrounding buildings. Although the applicant is seeking an exemption from the Commercial and Industrial Design Guidelines, the proposed design includes many of the desired concepts in terms of design principles, architectural detailing, and materials. The goal of the proposed new exterior façade design is to enhance and strengthen the focal nature of the main entry corner, update the landscaping to serve as a visual buffer, and accentuate the structural systems to add visual interest while blending into the existing industrial buildings along Irwindale Avenue. The new landscaping will include palms and canopy trees, along with a sculptural water feature, to soften the transition between Irwindale Avenue and the building. Repetition of the framed windows along the westerly elevation creates rhythm and complements the enhanced main entry area. Materials like river rock and corten steel will also be utlitized to allude to historical and cultural context of the City. The proposed renovation will include a wooden trellis providing shade for an employee break area that is visible from Irwindale Avenue.

ANALYSIS

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

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

   The proposed project includes the renovation of the exterior of the existing building and landscape to create an aesthetic that reflects the company image. There is no proposed increase to floor area and most of the shell building structure will be preserved. The proposed project complies with all Zoning Code development standards established for the M-2 (Heavy Manufacturing) zone with respect to land use, building height, and meets the zoning code requirements for parking.

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

   This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreement involved.

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

   a) Facilities and improvements,
   The proposed project is served by existing improved roadways and utilities. The proposed development does not require the construction or installation of additional public improvements to serve the project.

   b) Pedestrian and vehicular ingress, egress, and internal circulation,
   There are no changes to the existing ingress and egress to and from the site onto existing roadways, public sidewalks, and internal circulation. Ingress and egress for the project site will be accessed from Irwindale Avenue.

   c) Setbacks,
   The project has been designed to comply with the required minimum setbacks for the M-2 (Heavy Manufacturing) zone.

   d) Height of buildings,
   The majority of the building will be twenty-seven feet and ten inches (27'-10") while the entrance to the building will be thirty-two feet and ten inches (32'-10"), which complies with the Irwindale Municipal Code since there are no height limitations within the M-2 (Heavy Manufacturing) zone.

   e) Signs,
   Based on the approximate square footage of the building, the allowable amount of total signage will be ±703.27 square feet.

   f) Mechanical and utility service equipment,
   No mechanical or utility service equipment will be readily visible from the public right of way.

   g) Landscaping,
   The new landscape plan does not reduce existing landscaping.

   h) Grading,
   There are no proposed increase to floor area, therefore there is no large scale grading proposed on site.

i) Lighting,
There are no additional light fixtures that will be added as a result of this project. Furthermore, no existing light fixtures will be removed as a result of this project.

j) Parking,
There are no additional parking spaces required as there is no increase to square footage proposed.

k) Drainage,
Existing drainage will not need to be improved as a result of this project.

l) Intensity of land use,
The site served as an industrial land use by various companies since 1986. There is no proposed increase in square footage and the current use of manufacturing, warehousing, and general office use is permitted by right. The proposed use is consistent with the General Plan designation of Industrial Business Park and Zoning designation of M-2 (Heavy Manufacturing), as well as, adjacent land uses. The proposed exterior renovation and landscaping is not projected to have a significant impact on existing streets.

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

   Per IMC Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area are exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable. Such exemption can only be used once in a ten-year period. There is no proposed increase to square footage. The proposed project is for exterior renovations and landscaping only. In return for the exemption, staff is recommending the following condition be included in lieu of compliance with the Commercial and Industrial Design Guidelines: Improvements to portions of the property that are visible from major arterials, secondary highways, or any residential property, such as additional landscaping, a fountain, public art or similar improvement.

FISCAL IMPACT

The entire cost for this renovation will be covered by the Applicant/Developer. There will be no impact on the City's budget. This project is not subject to Development Impact Fees (DIF) because there is no increase in square footage.

ATTACHMENTS

A: City Council Denial Resolution No. 2021-89-3301
B: City Council Approval Resolution No. 2021-74-3286
C: Project Plans
D: Planning Commission Staff Report and exhibits dated July 21, 2021
E: Planning Commission Staff Report and Resolution No. 806(21), dated August 18, 2021

RESOLUTION NO. 2021-89-3301

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DENYING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2021 FOR EXTERIOR RENOVATION OF AN EXISTING INDUSTRIAL BUILDING AND LANDSCAPING LOCATED AT 5462 IRWINDALE AVENUE (APN: 8619-019-031) IN THE M-2 (HEAVY MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT.

A. RECITALS.

(i) Brendan Dwyer from Carlile Coatsworth, on behalf of GF Signet, has made a request for the approval of a Site Plan and Design Review (SP&DR) (DA) pursuant to Section 17.70 of the Irwindale Municipal Code (IMC), for exterior renovation of an existing industrial building and landscaping located at 5462 Irwindale Avenue (APN: 8619-019-031)("Subject Property"). Hereinafter in this Resolution, the subject application shall be referred to as the "Application."

(ii) The Subject Property is an industrial warehouse located in the M-2 (Heavy Manufacturing) zone.

(iii) The California Environmental Quality Act ("CEQA", California Code of Regulations, Title 14, Section 15000 *et seq.*) lists classes of projects that have been determined not to have a significant effect on the environment and are therefore, categorically exempt from the provisions of CEQA. The City, as the Lead Agency, has determined that the proposed Project is categorically exempt pursuant to CEQA Section 15301 (Existing Facilities), and a Notice of Exemption (Class 1) has been prepared.

(iv) Built in 1985, the Subject Property was occupied by a variety of uses such a manufacturing, wholesale, general office, auto repair and sale of auto parts.

(v) In 2020, GF Signet purchased the Subject Property and began interior tenant improvements.

(vi) In March 2021, GF Signet began operations at the Subject Property.

(vii) On July 21, 2021, the Irwindale Planning Commission conducted a duly noticed public hearing through a conference call/webinar, as required by law on the Application and in compliance with Executive Order N-25-20 (relating to COVID-19), and closed the public hearing.

(viii) Per Irwindale Municipal Code Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area are is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable. In exchange for granting the exemption, the Planning Commission may require

certain conditions to be included into the final Conditions of Approval. The Planning Commission expressed a desire to see more Spanish mission style, arches, and a different color palette in the proposed design, however the applicant declined to accept any changes to proposed design.

(ix) After considering the findings of fact, the Planning Commission deliberated and found that the findings of fact do not support the project and voted four to one (4:1) to direct staff to prepare a resolution of denial to be brought back at the next scheduled Planning Commission meeting of August 18, 2021 for adoption.

(x) On August 18, 2021, the Planning Commission unanimously adopted Resolution No. 806(21) recommending denial of the Site Plan and Design Review (DA) No. 03-2021.

(xi) On September 22, 2021, the hearing on the project was continued to the next regularly scheduled City Council meeting.

(xii) On October 13, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application and upheld the Planning Commission's recommendation to deny the Application and adopted Resolution No. 2021-89-3301.

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

B. RESOLUTION.

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

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

2. Based on substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including staff reports, verbal testimony, site plans attached hereto, the City Council hereby makes the following finding for Site Plan and Design Review (DA) No. 03-2021:

a. The proposed project is inconsistent with applicable City design guidelines and historic design themes, and does not provide for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project, therefore the City Council hereby denies Site Plan and Design Review (DA) No. 04-2017 for the exterior renovation of an existing industrial building and landscaping located at 5462 Irwindale Avenue (APN: 8619-019-031).

3. This Resolution shall be effective upon adoption.

4. The Chief Deputy City Clerk shall:
   a. Certify to the adoption of this Resolution; and
   b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, ADOPTED AND APPROVED this 13th day of October 2021.

H. Manuel Ortiz, Mayor
City of Irwindale City Council

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. 2021-89-3301 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

RECUSE: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT "B"

RESOLUTION NO. 2021-74-3286

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2021 FOR EXTERIOR RENOVATION OF AN EXISTING INDUSTRIAL BUILDING AND LANDSCAPING LOCATED AT 5462 IRWINDALE AVENUE (APN: 8619-019-031) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

A. RECITALS.

(i) Brendan Dwyer from Carlile Coatsworth, on behalf of GF Signet, has made a request for the approval of a Site Plan and Design Review (SP&DR) (DA) pursuant to Section 17.70 of the Irwindale Municipal Code (IMC), for exterior renovation of an existing industrial building and landscaping located at 5462 Irwindale Avenue (APN: 8619-019-031)("Subject Property").

(ii) The Subject Property is zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject application shall be referred to as the "Application."

(iii) The City, as the Lead Agency, has determined that, pursuant to the California Environmental Quality Act (CEQA), which lists classes of projects determined not to have a significant effect on the environment and are therefore, categorically exempt from the provisions of CEQA; the proposed Project is categorically exempt pursuant to Section 15301 (Existing Facilities); and that a Notice of Exemption (Class 1) has been prepared.

(iv) Built in 1985, the industrial warehouse was occupied by a variety of uses such a manufacturing, wholesale, general office, auto repair and sale of auto parts.

(v) In 2020, GF Signet purchased the property and begun interior tenant improvements.

(vi) In March 2021, GF Signet began operations at 5462 Irwindale Avenue.

(vii) On July 21, 2021, the Irwindale Planning Commission conducted a duly noticed public hearing through a conference call/webinar, as required by law on the Application and in compliance with Executive Order N-25-20 (relating to COVID-19), AND closed the public hearing.

(viii) Per Irwindale Municipal Code Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council as applicable. In exchange for granting the exemption, the Planning Commission may require

certain conditions to be included into the final Conditions of Approval. The Planning Commission expressed a desire to see more Spanish mission style, arches, and a different color palette in the proposed design, however the applicant declined to accept any changes to the proposed design.

(ix) After considering the findings of fact, the Planning Commission deliberated and found that the findings of fact do not support the project and voted four to one (4:1) to direct staff to prepare a resolution of denial to the brought back at the next scheduled Planning Commission meeting of August 18, 2021 for adoption.

(x) On August 18, 2021, the Irwindale Planning Commission unanimously adopted Resolution No. 806(21) recommending that the City Council deny Site Plan and Design Review (DA) No. 03-2021.

(xi) On September 22, 2021, the hearing on the project was continued to the next regularly scheduled City Council meeting.

(xii) On October 13, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application and approved the Application at that same meeting subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.

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

B. RESOLUTION.

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

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

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

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

The proposed project includes the renovation of the exterior of the existing building and landscape to create an aesthetic that reflects the company image. There is no proposed increase to floor area and most of the shell building structure will be preserved. The proposed project complies with all Zoning Code

development standards established for the M-2 (Heavy Manufacturing) zone with respect to land use, building height, and meets the zoning code requirements for parking.

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

This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreement involved.

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

1) *Facilities and improvements,*

The proposed project is served by existing improved roadways and utilities. The proposed development does not require the construction or installation of additional public improvements to serve the project.

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

There are no changes to the existing ingress and egress to and from the site onto existing roadways, public sidewalks, and internal circulation. Ingress and egress for the project site will be accessed from Irwindale Avenue.

3) *Setbacks,*

The project has been designed to comply with the required minimum setbacks for the M-2 (Heavy Manufacturing) zone.

4) *Height of buildings,*

The majority of the building will be twenty-seven feet and ten inches (27'-10") while the entrance to the building will be thirty-two feet and ten inches (32'-10"), which complies with the Irwindale Municipal Code since there are no height limitations within the M-2 (Heavy Manufacturing) zone.

5) *Signs,*

Based on the approximate square footage of the building, the allowable amount of total signage will be ±703.27 square feet.

6) *Mechanical and utility service equipment,*

No mechanical or utility service equipment will be readily visible from the public right of way.

7) *Landscaping,*

The new landscape plan does not reduce existing landscaping.

8) *Grading,*

There are no proposed increase to floor area, therefore there is no large-scale grading proposed on site.

9) *Lighting,*

There are no additional light fixtures that will be added as a result of this project. Furthermore, no existing light fixtures will be removed as a result of this project.

10) *Parking,*

There are no additional parking spaces required as there is no increase to square footage proposed.

11) *Drainage,*

Existing drainage will not need to be improved as a result of this project.

12) *Intensity of land use,*

The site served as an industrial land use by various companies since 1986. There is no proposed increase in square footage and the current use of manufacturing, warehousing, and general office use is permitted by right. The proposed use is consistent with the General Plan designation of Industrial Business Park and Zoning designation of M-2 (Heavy Manufacturing), as well as, adjacent land uses. The proposed exterior renovation and landscaping is not projected to have a significant impact on existing streets.

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

Per IMC Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable. Such exemption can only be used once in a ten-year period. There is no proposed increase to square footage. The proposed project is for exterior renovations and landscaping only. In return for the exemption, staff is recommending the following condition be included in lieu of compliance with the Commercial and Industrial Design Guidelines: Improvements to portions of the property that

are visible from major arterials, secondary highways, or any residential property, such as additional landscaping, a fountain, public art or similar improvement.

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

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

5. This Resolution shall be effective upon adoption.

6. The Chief Deputy City Clerk shall:

   a. Certify to the adoption of this Resolution; and

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

PASSED, APPROVED AND ADOPTED this 13th day of October 2021.

_____
H. Manuel Ortiz, Mayor
City of Irwindale City Council

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-74-3286 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

RECUSE: Councilmembers:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY COUNCIL RESOLUTION NO. 2021-74-3286

Site Plan and Design Review No. 03-2021
Exterior renovation and new landscaping
5462 Irwindale Avenue
Irwindale, CA 91706

A. GENERAL CONDITIONS

1. The use and improvements authorized by this Site Plan and Design Review Permit allow for exterior renovation and new landscaping of the existing building at the address 5462 Irwindale Avenue (also known as GF Signet) as shown on the stamped approved drawing set dated September 15, 2021.

2. The Applicant shall agree and consent, in writing, to each and every condition of permit approval set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan & Design Review permit.

3. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the building plan set.

4. Plans for any proposed site improvements shall be submitted to the Los Angeles County Fire Department and City Building and Safety Division for review and approval prior to the issuance of Building Permits.

5. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

6. All graffiti shall be adequately and completely removed or painted over within 48 hours of such graffiti being affixed on any structure or fence at the site.

7. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Site Plan and Design Review Permit No. 03-2021. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

8. City inspectors shall have access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes.

9. The facility and use thereof shall be maintained in full compliance with all codes, standards, policies and regulations imposed by the City, County, State or Federal agencies with jurisdictions over the facility.

10. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permit for this project.

11. All appropriate practices shall be adopted to control dust, order and vermin.

12. Upon receipt of a complaint related to any condition of approval imposed by this Site Plan and Design Review Permit, the City shall notify the Applicant of the alleged violation, and the Applicant shall commence to cure within ten (10) days after the receipt of the notice.

13. The subject site shall be maintained free and clear of any accumulation of trash debris, waste, and combustible and/or flammable materials, other than the related materials specifically authorized under this Site Plan and Design Review Permit.

B. <u>COMMUNITY DEVELOPMENT DEPARTMENT</u>

1. The project shall substantially conform to the submitted plans date-stamped September 15, 2021, except as modified herein. Future modifications that are not in substantial conformance shall be reviewed by the Community Development Director, and may require modification of this approval subject to the provisions of IMC Section 17.70.060 "Expiration and Revisions."

2. The development authorized by this Site Plan and Design Review Permit shall have a Building Permit within one year of the date of permit approval. Thereafter, if the Building Permit has not been obtained, the Site Plan and Design Review approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension of Site Plan and Design Review approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the Planning Commission for determination.

3. This Site Plan and Design Review Permit shall authorize the exterior renovation and new landscaping at the existing industrial building.

4. The proposed exterior renovation and new landscaping shall largely conform in terms of material and color scheme submitted and date stamped September 15, 2021.

5. Future exterior modification and/or additional square footage will be subject to the Commercial and Industrial Design Guidelines if proposed within the ten (10) years of the adoption of this resolution.

6. No additional exemptions to the Commercial and Industrial Design Guidelines shall be granted until October 13, 2031.

7. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans submitted to the Building Division for plan check.

8. The new landscaping shall be maintained in good condition and replaced in the event they die or become diseased.

9. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.

10. A chain link fence with green screening shall be installed and maintained around the perimeter of the site at all times during construction.

11. This project shall be subject to the City of Irwindale's utility tax.

12. Per IMC Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable. The Planning Commission hereby grants the exemption subject to compliance with the following condition: Improvements to portions of the property that are visible from major arterials, secondary highways, or any residential property, such as additional landscaping, a fountain, public art or similar improvement.

C. PUBLIC WORKS/ENGINEERING

STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.

2. The owner/developer shall bear the full cost to remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter along the project frontage as directed by the Director of Engineering. Sidewalk and driveways to be reconstructed shall meet ADA standards.

3. Street lighting fixtures shall be upgraded to LED fixtures along the Irwindale Avenue property frontage and developer/owner shall bear the full cost in accordance with Los Angeles County standards and to the satisfaction of the Director of Engineering.

4. Adequate "on-site" parking shall be provided per City requirements.

5. The owner/developer shall bear the full cost for the actual cost for the installation, replacement or modification of traffic control signs, striping and pavement markings required in conjunction with the development.

6. The owner/developer shall remove and replace existing driveway approaches on Irwindale Avenue to be ADA accessible. All improvements shall be constructed in accordance with the City standards to the satisfaction of the Director of Engineering. Pedestrian easements may be required depending on the design chosen.

CITY UTILITIES

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

8. The owner/developer shall pay for the entire cost for the design, engineering construction, permitting and inspection of any upgrade to the water main and connections as required by the serving water company for the proposed development.

9. The owner/developer shall obtain a Storm Drain Connection Permit from the City of Irwindale and/or Los Angeles County Flood Control District for connection(s) to the existing storm drain system.

10. The owner/developer shall pay for the entire cost for the design, engineering construction, permitting and inspection of any new and/or upgrade to any existing Fire Hydrant as required by the Los Angeles County Fire Department.

11. All existing buildings shall be connected to the sanitary sewers.

TRAFFIC

12. The owner/developer shall install red curb along the Irwindale Avenue frontage to prohibit parking. All improvements shall be constructed in accordance with the City standards to the satisfaction of the Director of Engineering.

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

14. An Easement Agreement for all easements (e.g., reciprocal access; surface drainage; utilities, etc.) shall be prepared and shall be executed and recorded in

the Office of the Los Angeles County Recorder. Such agreements and any CC&Rs shall be subject to the approval of the City Attorney.

SEWER MAINTENANCE FEES

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

MISCELLANEOUS

16. A grading plan shall be submitted for grading/drainage approval to the Director of Engineering. The owner shall pay grading/drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plans under the current City of Irwindale adopted Building Codes at the time of submittals.

17. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.

18. Any changes to the site plan shall be reviewed and approved by the City Planner and Director of Engineering.

D. PUBLIC WORKS SERVICES

1. All walls that face the public right-of-way shall implement anti-graffiti management practices (such as planting vines on the wall). Applicant shall be responsible for graffiti removal to all walls that face the public right-of-way in a timely manner.

2. Onsite trash enclosure areas shall have sufficient space for solid waste and organic waste receptacles and shall be covered from the elements with a solid roof structure per Title 14, Division 7, Section 17313 of the California Code of

Regulations and Building Code Manual County of Los Angeles Department of Public Works Building and Safety Division 312 Article 2.

3. The owner, developer and/or applicant shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter as directed by the Director of Engineering and the Public Services Director.

4. The owner, developer, and/or applicant shall plant landscaping along the public right-of-way to the satisfaction of the Public Services Director.

5. The owner, developer and/or applicant is responsible for obtaining encroachment permit(s) prior to any type of work in the public right-of-way.

6. Any work within easements on the project site shall require proper permits from the easement holder (City of Irwindale, County of Los Angeles, etc.).

7. No dumping or unpermitted discharges are allowed into the San Gabriel River via catch basins, direct discharge, and storm drains.

E. BUILDING AND SAFETY

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

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

F. FIRE DEPARTMENT

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

ATTACHMENT "C"

GF SIGNET
EXTERIOR BUILDING & SITE RENOVATIONS
5462 S. Irwindale Ave,
Irwindale, California 91706

June 30, 2021

ALL CONSTRUCTION SHALL CONFORM WITH ALL APPLICABLE LOCAL STATE AND FEDERAL CODES REGULATION AND LAWS, INCLUDING, BUT NOT LIMITED TO:

BUILDING	2019 CALIFORNIA BUILDING CODE
MECHANICAL	2019 CALIFORNIA MECHANICAL CODE
PLUMBING	2019 CALIFORNIA PLUMBING CODE
ELECTRICAL	2019 CALIFORNIA ELECTRICAL CODE
FIRE	2019 CALIFORNIA FIRE CODE
ACCESSIBILITY	2019 CALIFORNIA BUILDING CODE, CHAPTER 11B
ENERGY	2019 CALIFORNIA ENERGY CODE
HEALTH	2019 GREEN BUILDING STANDARDS CODE

APPLICABLE CODES

ARCHITECTURAL

A-1	COVER SHEET
A-2	EXISTING SITE PLAN
A-3	PROPOSED SITE PLAN (B&W)
A-4	PROPOSED SITE PLAN (COLOR)
A-5	EXISTING BUILDING ELEVATIONS
A-6	PROPOSED BUILDING ELEVATIONS (B&W)
A-7	PROPOSED BUILDING ELEVATIONS (COLOR)
A-8	EXISTING PROPERTY PHOTOS
A-9	PROPOSED SITE / BUILDING RENOVATION RENDERINGS
A-10	SITE & BUILDING SIGN PROGRAM
A-11	500' RADIUS ADDRESS MAP

LANDSCAPE

L-1	PRELIMINARY LANDSCAPE PLAN

SHEET INDEX

APN:	8619-019-031
LAND USE:	M2 - HEAVY MANUFACTURING
OCCUPANCY GROUP:	B, S-1, F-1
CONSTRUCTION TYPE:	III-B

DESCRIPTION OF WORK:

SITE DEMOLITION AND RENOVATION OF SITE AREAS TO THE WEST AND SOUTHWEST OF THE BUILDING (AREAS VISIBLE AND ADJACENT TO IRWINDALE AVE.). SCOPE INCLUDES:

- DEMOLITION OF EXISTING CURBS, PAVING, WALKWAYS, AND NON-CONFORMING LANDSCAPING.
- CONSTRUCTION OF MODIFIED PARKING AREAS, EMPLOYEE BREAK PATIO, UPGRADED ACCESSIBLE PATHS OF TRAVEL, AND SECURITY FENCING / GATES.
- INSTALLATION OF NEW SITE LANDSCAPING AND EXTERIOR FOUNTAIN FEATURE.

BUILDING FACADE DEMOLITION AND RENOVATION AT THE WEST AND SOUTH BUILDING ELEVATIONS (ELEVATIONS VISIBLE FROM IRWINDALE AVE.). SCOPE INCLUDES:

- DEMOLITION OF EXISTING ABANDONED PUMP HOUSE, NORTHERN ENTRY CANOPY, SOUTHERN ENTRY GLAZING, EXTERIOR DECORATIVE CONCRETE PANELS, AND 2nd FLOOR STRIP GLAZING.
- CONSTRUCTION OF NEW ENTRY STOREFRONT, ENTRY CANOPY, METAL CLAD FRAMED POP-OUTS AROUND GLAZING / AT STRUCTURAL COLUMNS, AND GLAZING OPENINGS / GLAZING.

PROJECT SUMMARY

GROSS LOT AREA:			141,750 sf ± 3.25 acres
TOTAL BUILDING AREA:			70,327 sf
1st FLOOR			50,006 sf
2nd FLOOR:			20,321 sf
OVERALL SITE COVERAGE:			35.3 %
FLOOR AREA RATIO:			49.6 %
LANDSCAPE AREA (TOTAL SITE):			7,550 sf ± (5.3%)

PARKING REQUIRED:

OFFICE	40,005 sf	1 SPACE PER 350 sf	115 SPACES
WAREHOUSE	3,671 sf	1 SPACE PER 1,000 sf	4 SPACES
MANUFACTURING	24,161 sf	1 SPACE PER 350 sf (1ST 10,000 sf)	29 SPACES
		1 SPACE PER 500 sf (NEXT 40,000 sf)	29 SPACES
		TOTAL:	177 SPACES

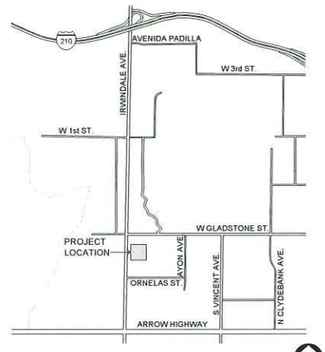
PARKING PROVIDED:

STANDARD PARKING SPACES	145 SPACES
COMPACT PARKING SPACES	33 SPACES
ACCESSIBLE PARKING SPACES	6 SPACES
TOTAL:	184 SPACES

PROJECT TEAM

OWNER / APPLICANT	GF SIGNET 5462 S. IRWINDALE AVE IRWINDALE, CA 91706 PHONE: (626) 570-2770 CONTACT: COLTER DOWNING colter.downing@georgfischer.com
ARCHITECT	CARLILE COATSWORTH ARCHITECTS, INC. 18600 MACARTHUR BOULEVARD SUITE 300 IRVINE, CA 92612 PHONE: (949) 833-1930 CONTACT: BRENDAN DWYER brendand@ccarchitects.com
LANDSCAPE ARCHITECT	SITE DESIGN STUDIO, INC 180 E MAIN ST, SUITE 208 TUSTIN, CA 92780 PHONE: (714) 426-0248 CONTACT: JOSEPH McNICOLL jmcnicoll@sitedesign-studio.com

VICINITY MAP



SCALE: NOT TO SCALE

CITY OF IRWINDALE
COMMUNITY DEVELOPMENT
SEP 15 2021
RECEIVED

COVER SHEET

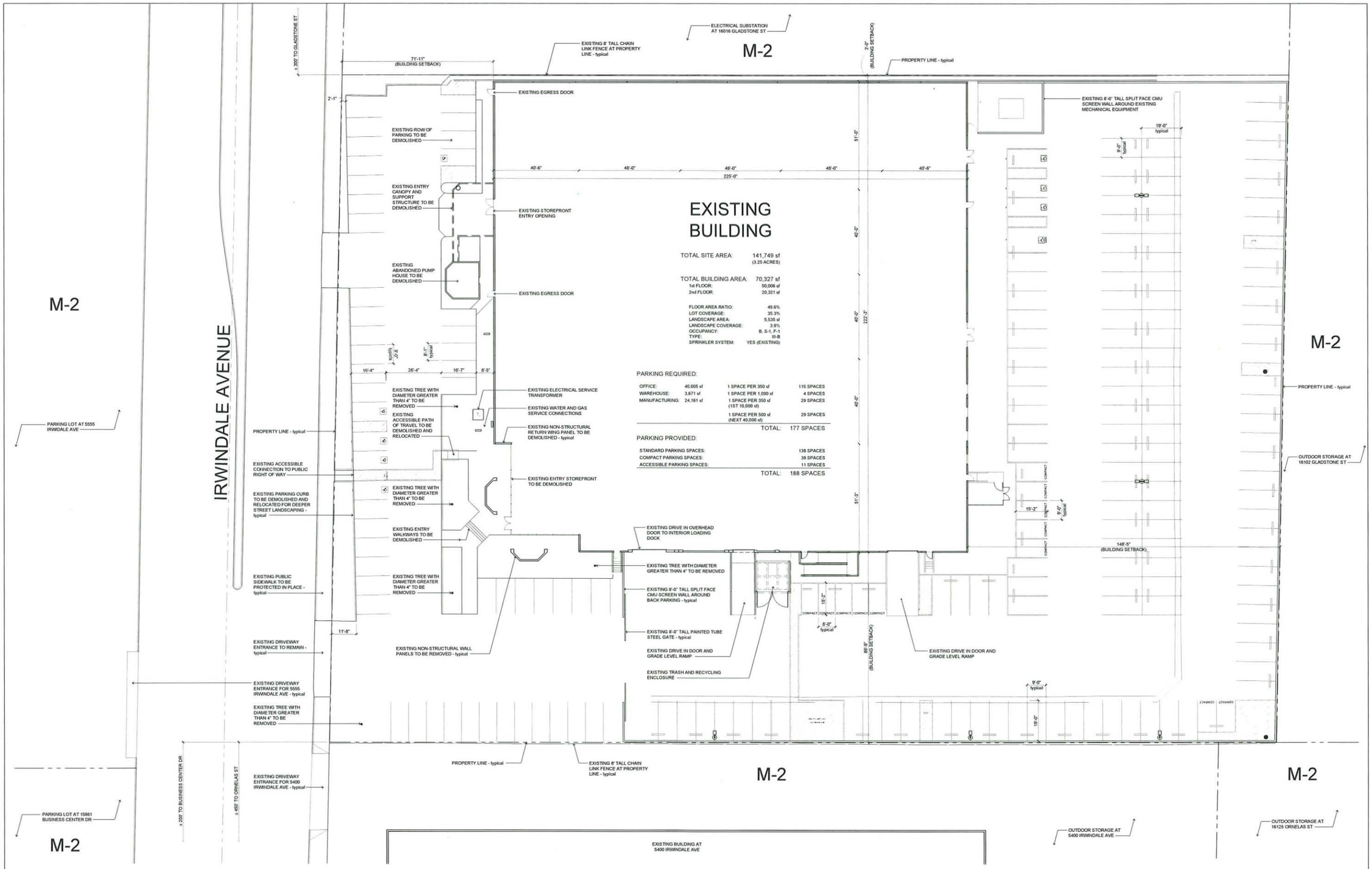
June 30, 2021

A-1

GF SIGNET - Exterior Building & Site Renovation
5462 S Irwindale Ave, Irwindale, 91706

Carlile Coatsworth Architects, Inc
2485 Campus Dr. - Second Floor - Irvine, CA 92612 - Phone: 949.833.1930 - Fax: 949.833.1140

5462 N. IRWINDALE AVE.
IRWINDALE, CA 91706



EXISTING SITE PLAN

April 20, 2021

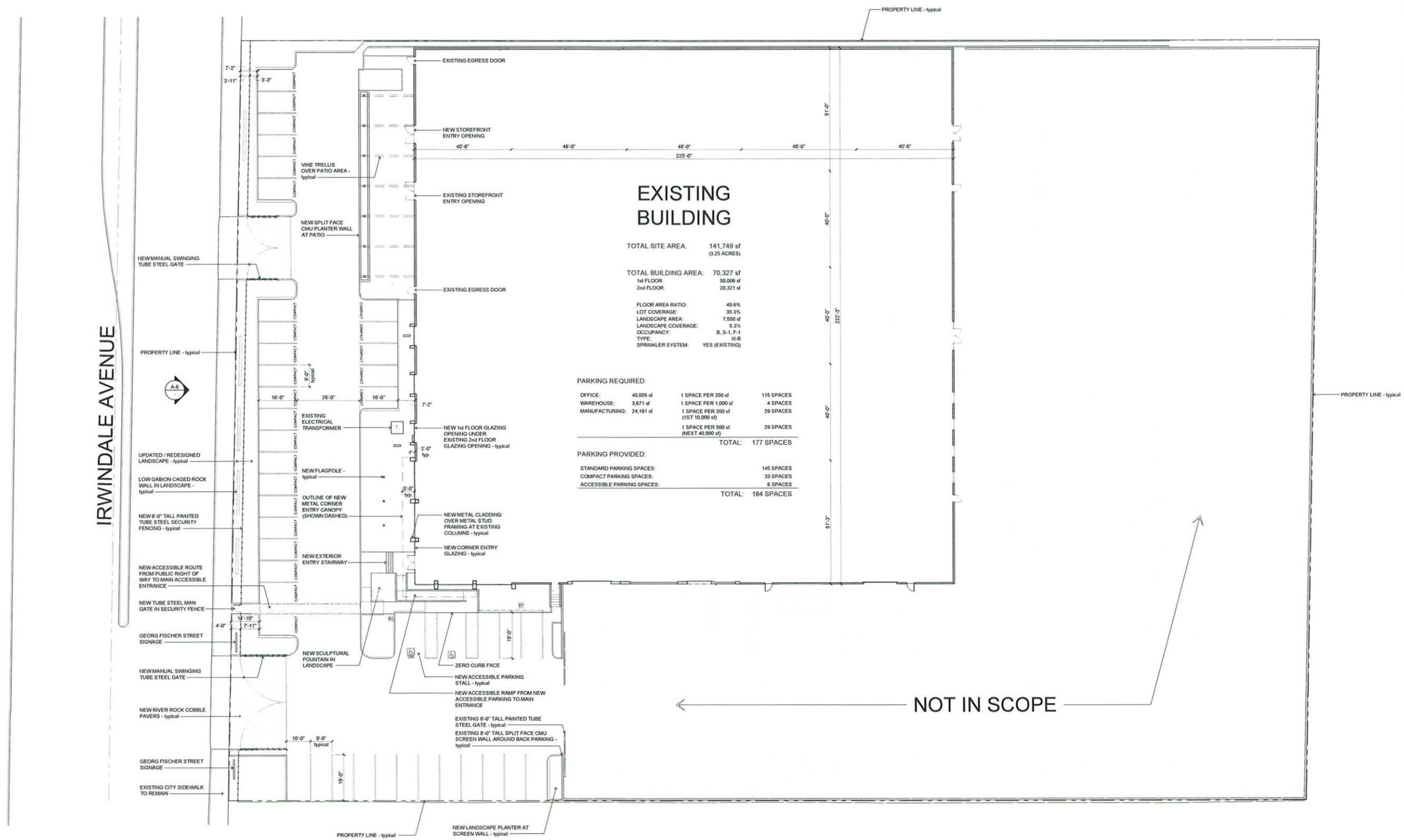
A-2

GF SIGNET - Exterior Building & Site Renovation
5462 S Irwindale Ave, Irwindale, 91706

SCALE: 1/16" = 1'-0"

Carlile Coatsworth Architects, Inc
2460 Campus Dr. - Second Floor - Irvine, CA 92612 - Phone: 949.833.1930 - Fax: 949.833.1140

+GF+
5462 N. IRWINDALE AVE.
IRWINDALE, CA 91706



EXISTING BUILDING

TOTAL SITE AREA: 141,749 sf (3.25 ACRES)

TOTAL BUILDING AREA: 70,327 sf
1st FLOOR: 50,006 sf
2nd FLOOR: 20,321 sf

FLOOR AREA RATIO:	49.6%
LOT COVERAGE:	35.3%
LANDSCAPE AREA:	7,550 sf
LANDSCAPE COVERAGE:	5.3%
OCCUPANCY:	B, S-1, F-1
TYPE:	III-B
SPRINKLER SYSTEM:	YES (EXISTING)

PARKING REQUIRED:

OFFICE:	40,005 sf	1 SPACE PER 350 sf	115 SPACES
WAREHOUSE:	3,671 sf	1 SPACE PER 1,000 sf	4 SPACES
MANUFACTURING:	24,161 sf	1 SPACE PER 350 sf (1ST 10,000 sf)	29 SPACES
		1 SPACE PER 500 sf (NEXT 40,000 sf)	29 SPACES
		TOTAL:	177 SPACES

PARKING PROVIDED:

STANDARD PARKING SPACES:	145 SPACES
COMPACT PARKING SPACES:	33 SPACES
ACCESSIBLE PARKING SPACES:	6 SPACES
TOTAL:	184 SPACES

PROPOSED SITE PLAN (B&W)

June 30, 2021

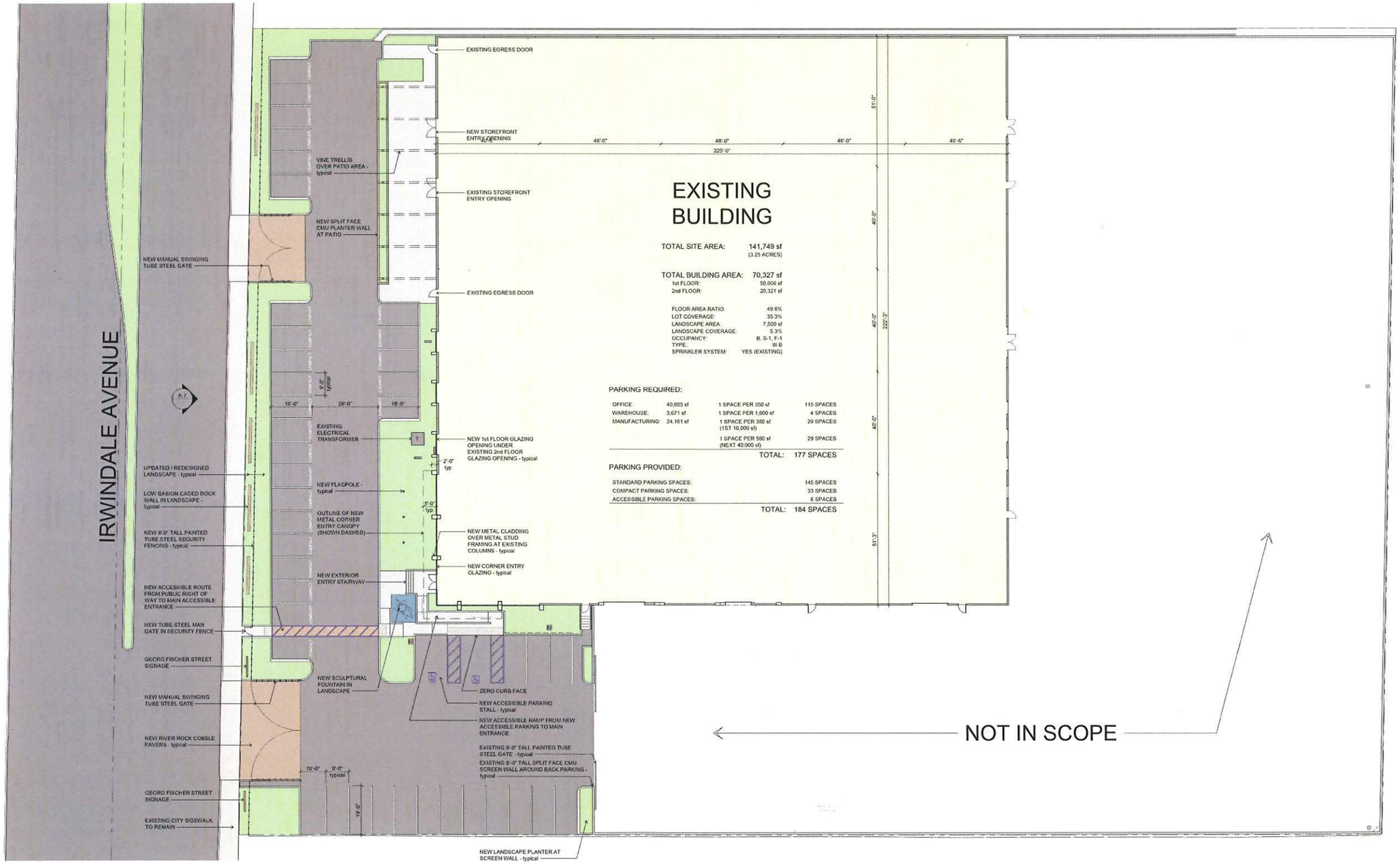
A-3

GF SIGNET - Exterior Building & Site Renovation
5462 S Irwindale Ave, Irwindale, 91706

SCALE: 1/16" = 1'-0"

Carlile Coatsworth Architects, Inc
2495 Campus Dr. - Second Floor - Irvine, CA 92612 - Phone: 949.833.1930 - Fax: 949.833.1940

5462 N. IRWINDALE AVE.
IRWINDALE, CA 91706



EXISTING BUILDING

TOTAL SITE AREA: 141,749 sf (3.25 ACRES)

TOTAL BUILDING AREA: 70,327 sf
- 1st FLOOR: 50,006 sf
- 2nd FLOOR: 20,321 sf

FLOOR AREA RATIO:	49.6%
LOT COVERAGE:	35.3%
LANDSCAPE AREA:	7,550 sf
LANDSCAPE COVERAGE:	5.3%
OCCUPANCY:	B, S-1, F-1
TYPE:	III-B
SPRINKLER SYSTEM:	YES (EXISTING)

PARKING REQUIRED:

OFFICE:	40,005 sf	1 SPACE PER 350 sf	115 SPACES
WAREHOUSE:	3,671 sf	1 SPACE PER 1,000 sf	4 SPACES
MANUFACTURING:	24,161 sf	1 SPACE PER 350 sf (1ST 10,000 sf)	29 SPACES
		1 SPACE PER 500 sf (NEXT 40,000 sf)	29 SPACES
		TOTAL:	177 SPACES

PARKING PROVIDED:

STANDARD PARKING SPACES:	145 SPACES
COMPACT PARKING SPACES:	33 SPACES
ACCESSIBLE PARKING SPACES:	6 SPACES
TOTAL:	184 SPACES

PROPOSED SITE PLAN (COLOR)

June 30, 2021

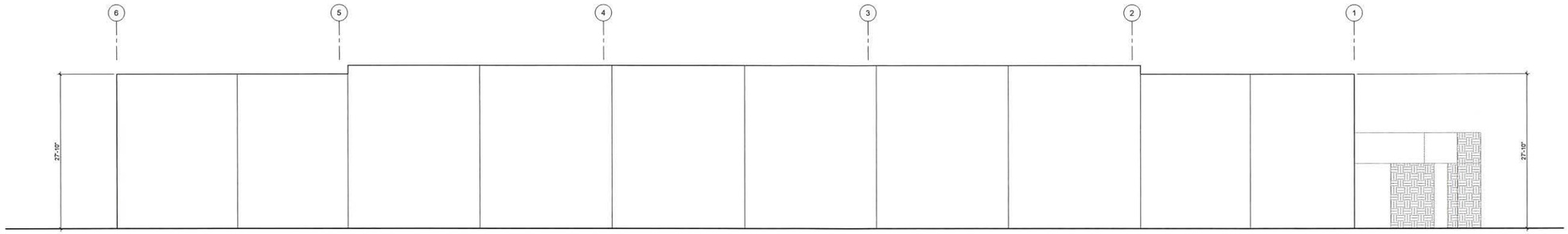
A-4

Carlile Coatsworth Architects, Inc
2455 Campus Dr. - Second Floor - Irvine, CA 92612 - Phone: 949.833.1930 - Fax: 949.833.1140

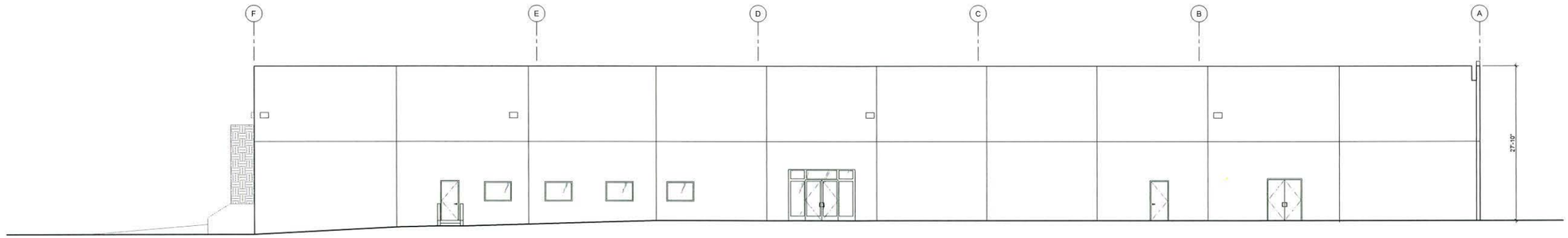
SCALE: 1/16" = 1'-0"

GF SIGNET - Exterior Building & Site Renovation
5462 S Irwindale Ave, Irwindale, 91706

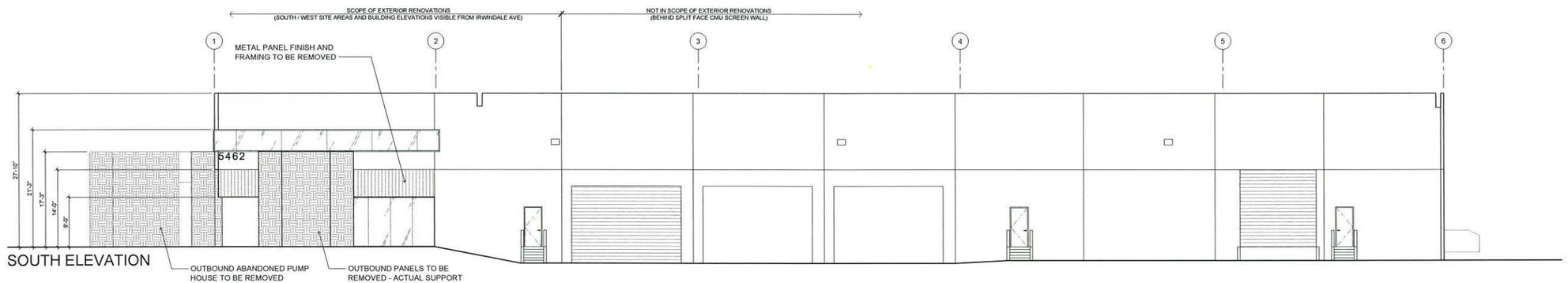
+GF+
5462 N. IRWINDALE AVE.
IRWINDALE, CA 91706



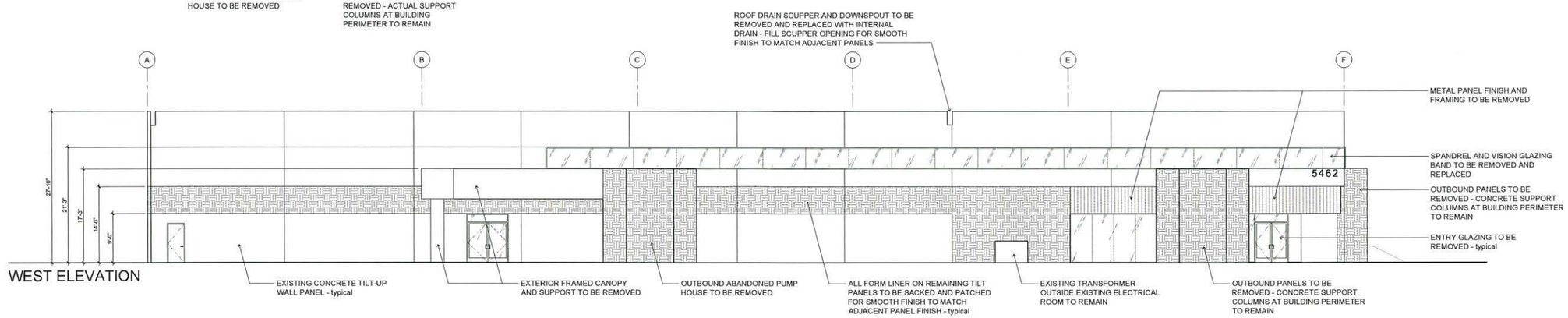
NORTH ELEVATION (NOT IN SCOPE)



EAST ELEVATION (NOT IN SCOPE)



SOUTH ELEVATION



WEST ELEVATION

EXISTING BUILDING ELEVATIONS

April 20, 2021

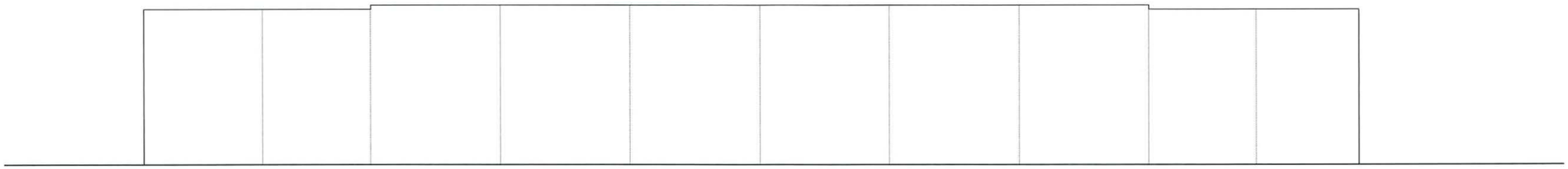
GF SIGNET - Exterior Building & Site Renovation
5462 S Irwindale Ave, Irwindale, 91706

SCALE: 1/8" = 1'-0"

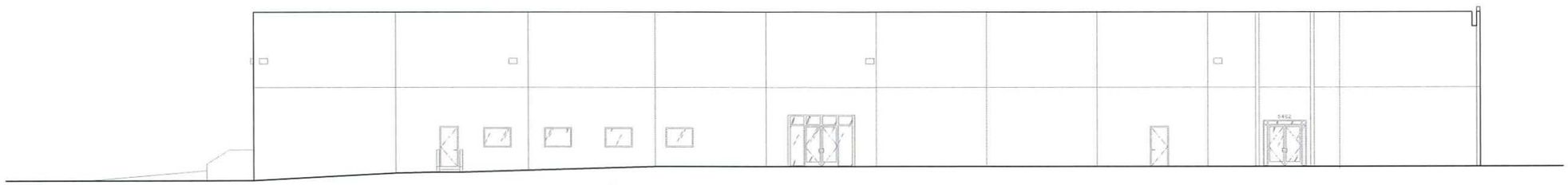
A-5

Carlile Coatsworth Architects, Inc
2030 Campus Dr - Second Floor - Irvine, CA 92612 - Phone: 949.833.1930 - Fax: 949.833.1140

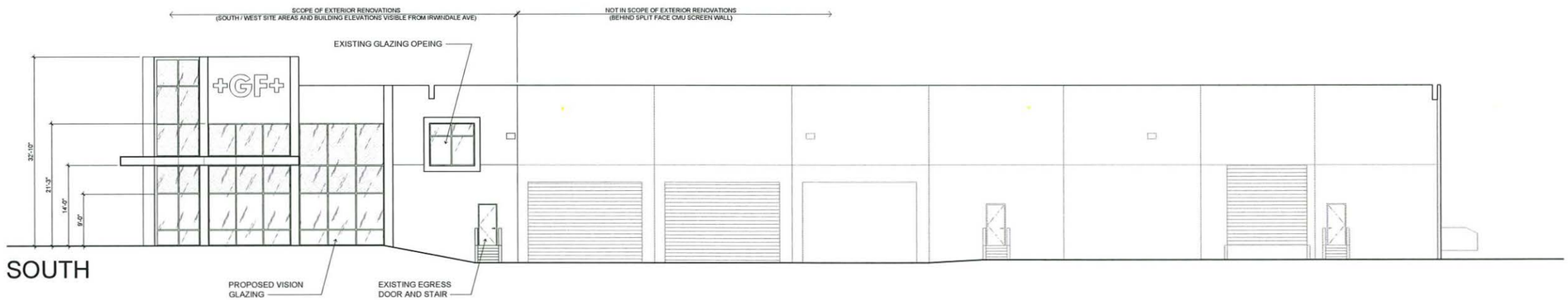
5462 N. IRWINDALE AVE.
IRWINDALE, CA 91706



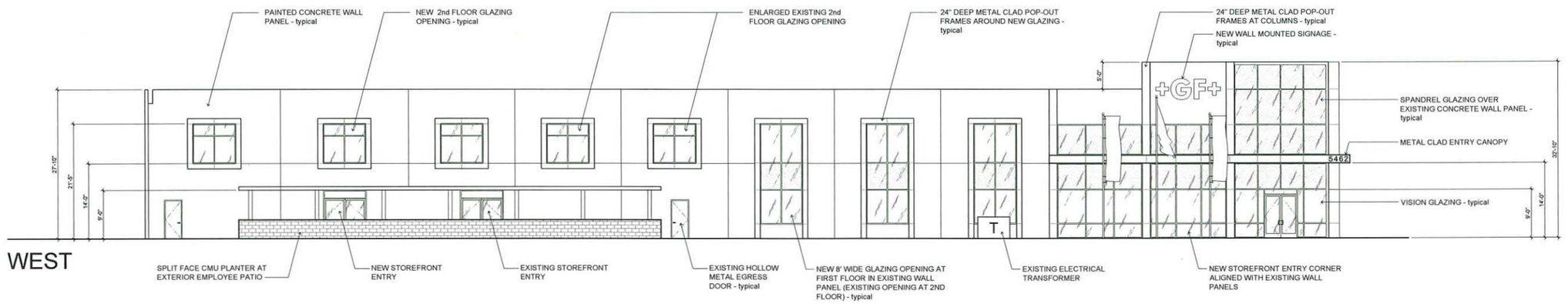
NORTH (NOT IN SCOPE)



EAST (NOT IN SCOPE)



SOUTH



WEST

PROPOSED BUILDING ELEVATIONS (B&W)

April 20, 2021

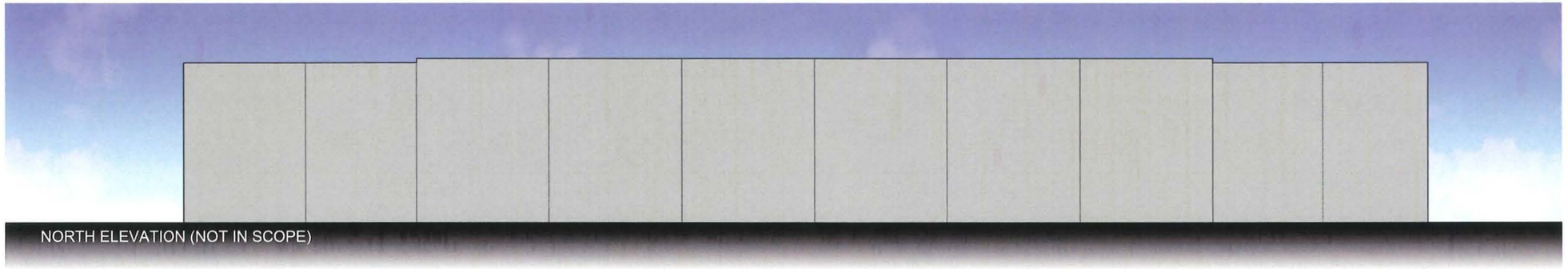
A-6

GF SIGNET - Exterior Building & Site Renovation
5462 S Irwindale Ave, Irwindale, 91706

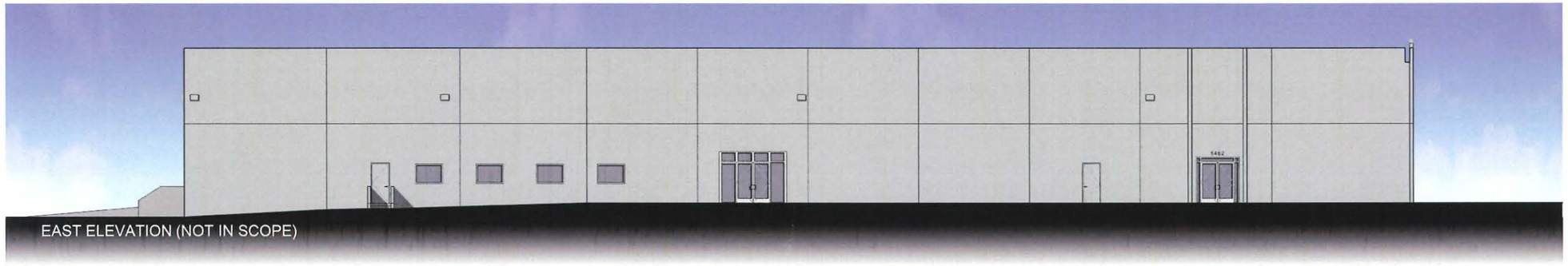
SCALE: 1/8" = 1'-0"

Carlile Coatsworth Architects, Inc
2105 Campus Dr - Second Floor - Irvine, CA 92612 - Phone: 949.833.1000 - Fax: 949.833.1140

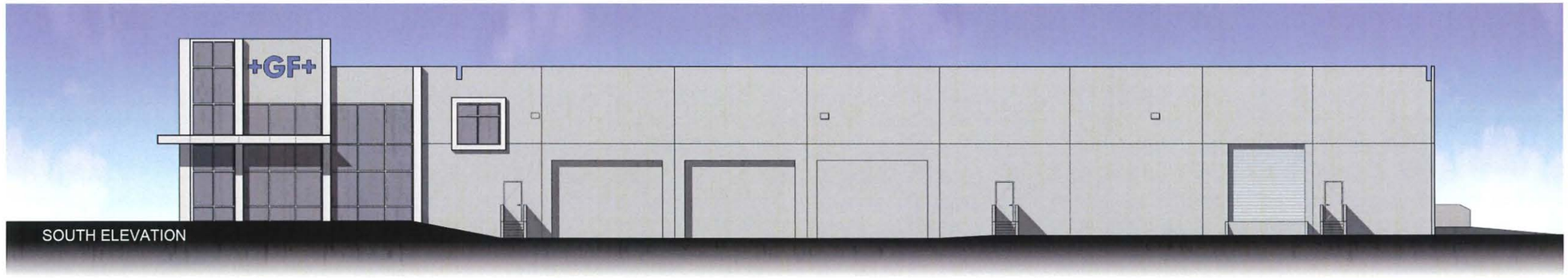
+GF+
5462 N. IRWINDALE AVE.
IRWINDALE, CA 91706



NORTH ELEVATION (NOT IN SCOPE)



EAST ELEVATION (NOT IN SCOPE)



SOUTH ELEVATION



WEST ELEVATION

PROPOSED BUILDING ELEVATIONS (COLOR)

April 9, 2021

GF SIGNET - Exterior Building & Site Renovation
5462 S Irwindale Ave, Irwindale, 91706

Carlile Coatsworth Architects, Inc
2400 Campus Dr - Second Floor - Irvine, CA 92612 - Phone: 949.833.1030 - Fax: 949.833.1140

A-7

+GF+
5462 N. IRWINDALE AVE.
IRWINDALE, CA 91706



STREET ELEVATION FROM IRWINDALE AVE



SOUTHWEST CORNER ENTRY VIEW



NORTH ENTRY CANOPY & ABANDONED PUMP HOUSE



SOUTH ENTRY VIEW

EXISTING PROPERTY PHOTOS

April 9, 2021

GF SIGNET - Exterior Building & Site Renovation
5462 S Irwindale Ave, Irwindale, 91706

A-8

Carlile Coatsworth Architects, Inc
2185 Campus Dr - Second Floor - Irvine, CA 92612 - Phone: 949.833.1930 - Fax: 949.833.1140

5462 N. IRWINDALE AVE.
IRWINDALE, CA 91706



NORTHERN DRIVEWAY ENTRANCE FROM IRWINDALE AVE



SOUTHERN DRIVEWAY ENTRANCE FROM IRWINDALE AVE



NORTH END OF PARKING LOT LOOKING SOUTH



SOUTHWEST CORNER ENTRY VIEW

PROPOSED SITE / BUILDING RENOVATION RENDERINGS

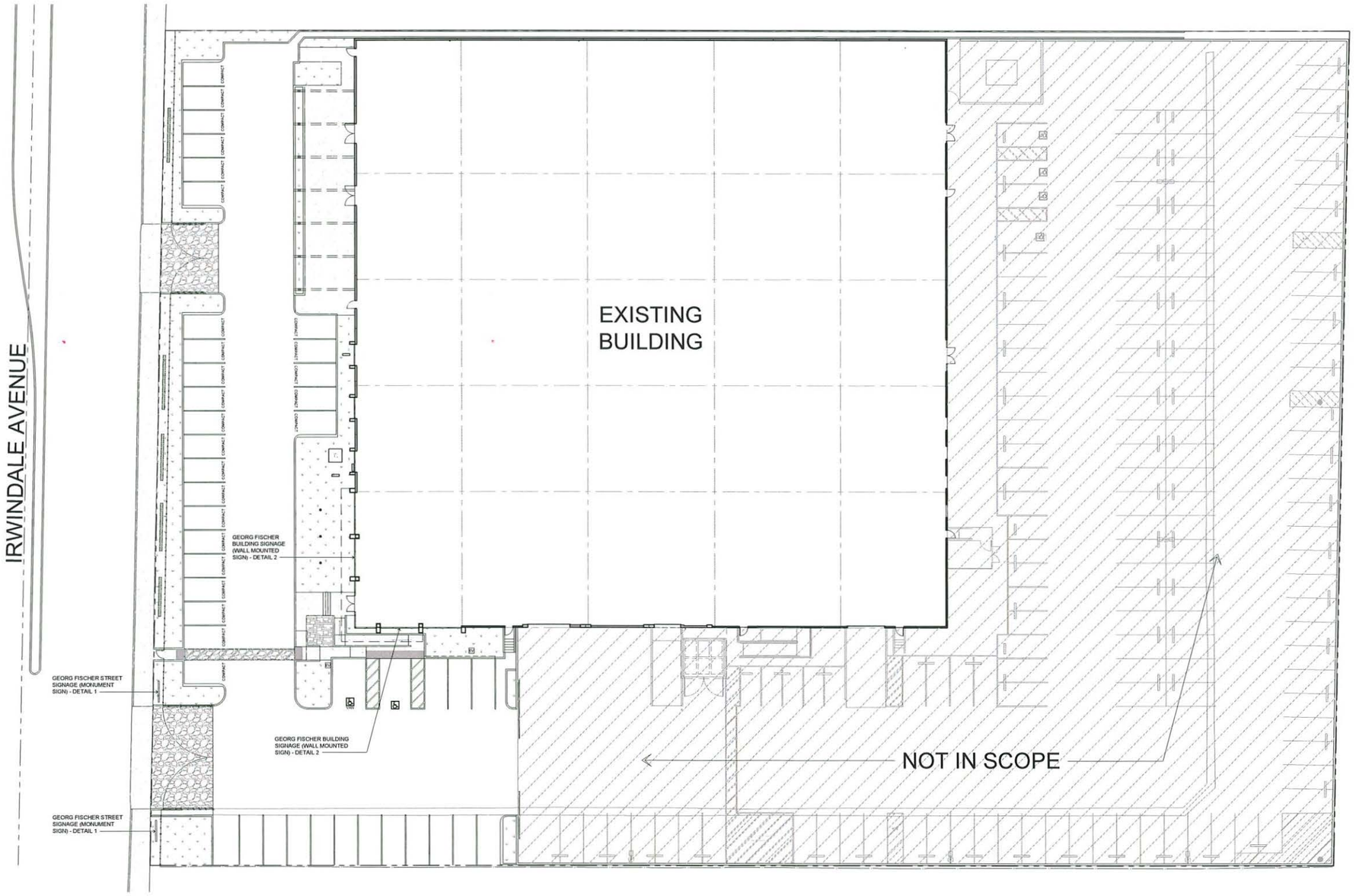
April 13, 2021

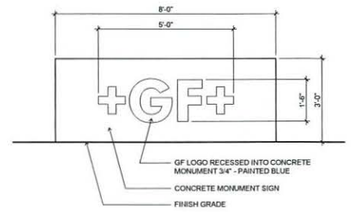
A-9

GF SIGNET - Exterior Building & Site Renovation
5462 S Irwindale Ave, Irwindale, 91706

Carlile Coatsworth Architects, Inc
2485 Campus Dr - Second Floor - Irvine, CA 92612 - Phone: 949.833.1930 - Fax: 949.833.1140

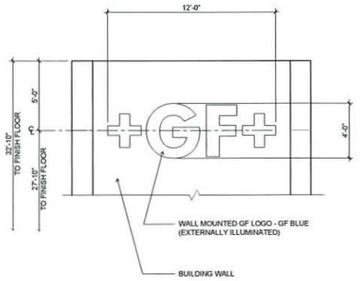
5462 N. IRWINDALE AVE.
IRWINDALE, CA 91706





SIGN DETAIL 1

SCALE: 1/2" = 1'-0"



SIGN DETAIL 2

SCALE: 1/4" = 1'-0"

SITE & BUILDING SIGN PROGRAM

April 20, 2021

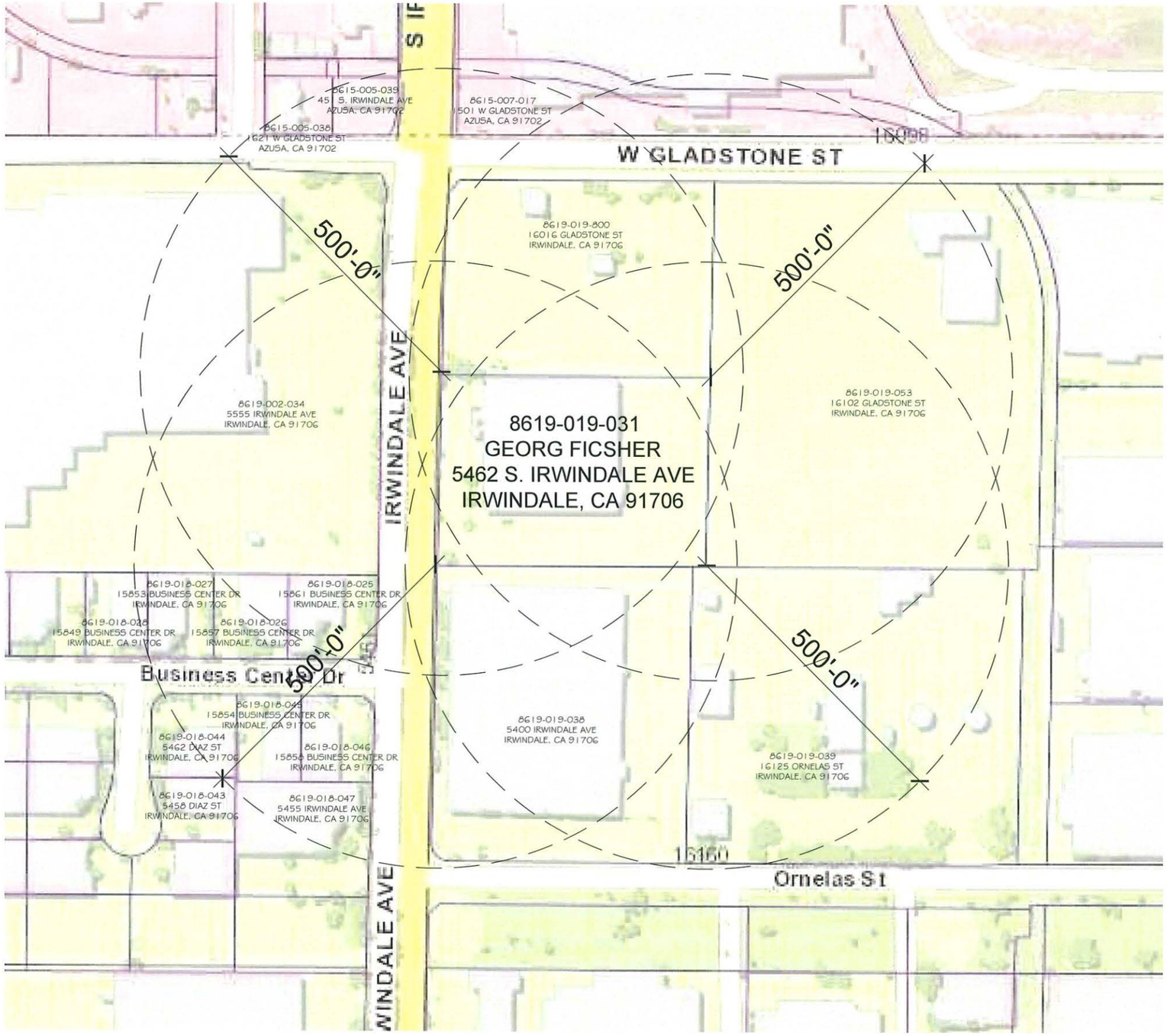
GF SIGNET - Exterior Building & Site Renovation
5462 S Irwindale Ave, Irwindale, 91706

A-10

Carlile Coatsworth Architects, Inc
2400 Campus Dr - Second Floor - Irvine, CA 92612 - Phone: 949.833.1930 - Fax: 949.833.1940

0' 8' 16' 40'
SCALE: 1/16" = 1'-0"

+GF+
5462 N. IRWINDALE AVE.
IRWINDALE, CA 91706



500' RADIUS ADDRESS MAP

April 20, 2021

GF SIGNET - Exterior Building & Site Renovation
5462 S Irwindale Ave, Irwindale, 91706

A-11

Carlile Coatsworth Architects, Inc
2485 Campus Dr. - Second Floor - Irvine, CA 92612 - Phone: 949.833.1930 - Fax: 949.833.1940

+GF+
5462 N. IRWINDALE AVE.
IRWINDALE, CA 91706



STREET ELEVATION



PLANTING LEGEND

TREES				ZONE: 21 REGION:4
KEY/SYMBOL	BOTANICAL/COMMON NAME	SIZE	USE	WUCOLS
	Washingtonia Hybrid Cal/Mex Fan Palm	20' BTH.	Street Frontage	L
	Spathodea camanulata African Tulip Tree	36" Box	Drive Entry Accent	n/a
	Cassia leptophylla Gold Medallion Tree	36" Box	Building Accent	M
	Geijera parviflora Australian Willow	24" Box	Parking Lot	M
	Podocarpus 'Icee Blue' Icee Blue Yellow Wood	24" Box	Vertical Accent	Unk.

SHRUBS / GROUNDCOVER				
BOTANICAL/COMMON NAME	SIZE	SPACING	REMARKS	WUCOLS
Agave 'Blue Glow' Blue Glow Agave	5 Gal	Per Plan		L
Baccharis 'Centennial' Centennial Coyote Brush	5 Gal	36" O.C.		L
Carex divulsa Berkeley Sedge	1 Gal.	18" O.C.		L
Dianella r. 'Cassa Blue' Blue Flax Lily	1 Gal	24" O.C.		L
Laurus nobilis 'Saratoga' Saratoga Laurel	15 Gal	30" O.C.	Train as Hedge	L
Limonium perezii Sea Lavender	1 Gal.	24" O.C.		L
Muhlenbergia capillaris Pink Muhly Grass	1 Gal.	36" O.C.		L
Myoporum 'Putah Creek' Creeping Myoporum	5 Gal	36" O.C.		L
Salvia 'Amistad' Friendship Sage	5 Gal.	36" O.C.		L
Senecio mandraliscae Blue Chalk Sticks	1 Gal.	18" O.C.		L
Westringia 'Morning Light' Dwarf Coast Rosemary	5 Gal	36" O.C.		L

VINES				
BOTANICAL/COMMON NAME	SIZE	SPACING	REMARKS	WUCOLS
Distictus buccinatoria Blood Red Trumpet Vine	5 Gal	Per Plan	Train to Columns of Shade Structure	M
Wisteria f. 'Black Dragon' Japanese Wisteria	5 Gal	Per Plan	Train to Columns of Shade Structure	M

HARDSCAPE LEGEND:

1. Interlocking Concrete Pavers, Mega Arbel by Belgard, 80mm Thick, Bella Color Blend.
2. Integral Color Concrete Paving, Scofield Autumn Beige, with Topcast 03 Finish.
3. Native Cobble-Filled 30" High Gabion Baskets to Screen Parking Area.
4. Monument Sign
5. 6' High Split-Face CMU wall to screen Transformer.
6. Precast Concrete Natural Color Step Pads to Flag Poles.
7. Fountain with Sculptural Element to be determined.
8. Boulders and Cobble swathes at Drive Entries and Pedestrian Path.
9. Security Fence & Gates per Architect's Plans.
10. Existing Sidewalk to Remain, Protect in place.

PLANTING TABULATIONS:

Parking Lot Trees:
43 Parking Stalls @ 1:10 = 4.3 Trees Required.
5 Parking Lot Trees Provided.

Street Frontage Trees:
315 Feet of Street Frontage @ 5 Trees/100 feet = 15 Trees Required.
15 Trees Provided (9 Palms & 6 Spathodea).

Parking Lot Planter Islands:
6,920 Square Feet of Parking Stalls @ 10% = 692 Sq. Ft. Required.
770 Square Feet of Planter Islands
234 Square Feet of Planter for Trellis
1,004 Square Feet Provided

PLANTING NOTES:

1. All Landscape areas shall conform to the City of Irwindale Landscape Standards.
2. All Landscape areas shall be maintained by the Owner.
3. Trees located within five (5) feet of any paved surfaces shall be provided with Root Barriers.
4. Shrubs and Groundcover areas shall have 3" deep 1-2" shredded bark mulch.
5. Agronomic Soils testing shall be provided after rough grading and prior to installation of any plant material.

IRRIGATION NOTES:

1. Irrigation to be provided in accordance with the City of Irwindale Landscape Standards.
2. Permanent automatic irrigation systems shall be provided for all landscaped areas, utilizing a weather based 'Smart' Controller. The system will use in-line drip tubing for all shrub and groundcover areas grouped in hydrozones based on plant water use needs. Trees and vines will be irrigated with pop-up bubbler heads valved separately from shrubs and groundcover, also isolated by water use.
3. The Irrigation Design will conform to the State of California Model Water Use Efficiency Landscape Ordinance, AB 1881.

SITEdesign studio Inc
Landscape Architecture
Planning
Sustainable Site Design
130 E. Main Street, Suite 208 - Tustin, CA 92780 - 714.426.0248

PRELIMINARY LANDSCAPE PLAN

June 30, 2021

Carlile Coatsworth Architects, Inc
2495 Campus Dr - Second Floor - Irvine, CA 92612 - Phone: 949.833.1500 - Fax: 949.833.1140

1/16"=1'-0" 0 8' 16' 32' 48'

GF SIGNET - Exterior Building & Landscape Renovation
5462 S Irwindale Ave, Irwindale, 91706

L-1

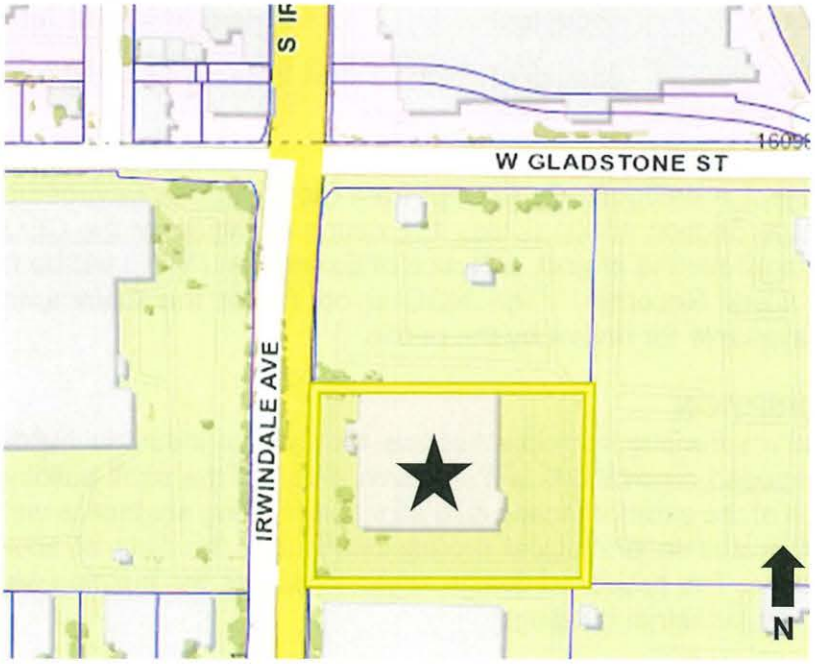
+GF+
5462 N. IRWINDALE AVE.
IRWINDALE, CA 91706

ATTACHMENT "D"

CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Date:	July 21, 2021	**Agenda Item No. 3-A**
To:	Honorable Chair and Members of the Planning Commission	
From:	Marilyn Simpson, AICP, Community Development Director	
Project Planner:	Lisa Chou, Associate Planner	
Project:	Site Plan and Design Review (DA) No. 03-2021 Exterior Renovation	
Applicant:	Brendan Dwyer, Carlile Coatsworth Architects	
Property Owner:	GF Signet	
Project Location:	5462 Irwindale Avenue (APN: 8619-019-031)	



Staff Recommendation: That the Planning Commission adopt Resolution No. 801(21) finding the project exempt from the California Environmental Quality Act (CEQA) and recommending that the City Council approve Site Plan and Design Review (DA) No. 03-2021, subject to the attendant Conditions of Approval.

REQUEST

Brendan Dwyer from Carlile Coatsworth Architects, on behalf of GF Signet, is requesting a Site Plan and Design Review approval for the exterior renovation of an existing industrial building for property located at 5462 Irwindale Avenue.

BACKGROUND/HISTORY

Built in 1985, the industrial building was occupied by a variety of uses such as manufacturing, wholesale, general office, auto repair and sale of auto parts. In 2020, GF Signet purchased the property and begun interior tenant improvements. The company begun operations March 2021.

GENERAL PLAN AND ZONING

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

Direction	Existing Land Use	Zoning District
North	Industrial, Utilty	M-2 Heavy Manufacturing, SCE Power Station
South	Industrial	M-2 Heavy Manufacturing
East	Industrial	M-2 Heavy Manufacturing
West	Industrial	M-2 Heavy Manufacturing

ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301 (Class 1; Existing Facilities) of the CEQA Guidelines. If action is taken to approve the project, a Notice of Exemption (NOE) will be filed with the Los Angeles County Clerk Recorder. The NOE is on file at the Community Development Department and available for review by the public.

PROJECT DESCRIPTION

Located on 3.25 acres fronting Irwindale Avenue, the existing industrial building is a concrete tilt-up and the proposed renovations will preserve much of the shell building structure. The proposed redesign of the exterior façade is to align the building aesthetics with the company's image of innovative and technological professionalism in the field of advanced plumbing engineering solutions. The proposed design seeks to update the building while blending into the existing adjacent industrial buildings.

Per IMC Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as

applicable. Such exemption can only be used once in a ten-year period. There is no proposed addition to the existing floor area and no previous exemptions have been granted for the property. In return for the exemption, the Planning Commission may require one or more of the following conditions, of which will be incorporated into the final Conditions of Approval:

a. Architectural improvements to portions of the existing building that are visible from major arterials and secondary highways (as defined in the General Plan) or any residential property.
b. Architectural improvements to other buildings owned by the property owner that are visible from major arterials, secondary highways, or any residential property.
c. Improvements to portions of the property that are visible from major arterials, secondary highways, or any residential property, such as additional landscaping, a fountain, public art or similar improvement.
d. Implementation of improvements identified by the Planning Commission over a specified time period.

Architecture/Design

The proposed exterior renovation seek to update the 1980's building aesthetics to align with the GF Signet company image while acknowledging the industrial design style of the existing surrounding buildings. Although the applicant is seeking an exemption from the Commercial and Industrial Design Guidelines, the proposed design includes many of the desired concepts in terms of design principles, architectural detailing, and materials. The goal of the proposed new exterior façade design is to enhance and strengthen the focal nature of the main entry corner, update the landscaping to serve as a visual buffer, and accentuate the structural systems to add visual interest while blending into the existing industrial buildings along Irwindale Avenue. The new landscaping will include palms and canopy trees, along with a sculptural water feature, to soften the transition between Irwindale Avenue and the building. Repetition of the framed windows along the westerly elevation creates rhythm and complements the enhanced main entry area. Materials like river rock and corten steel will also be utlitized to allude to historical and cultural context of the City. The proposed renovation will include a wooden trellis providing shade for an employee break area that is visible from Irwindale Avenue.

ANALYSIS

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

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

   The proposed project includes the renovation the exterior of the existing building and landscape to create an aesthetic that reflects the company image. There is no proposed increase to floor area and most of the shell building structure will be preserved. The proposed project complies with all Zoning Code development standards established for the M-2 (Heavy Manufacturing) zone with respect to land use, building height, and meets the zoning code requirements for parking.

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

   This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreement involved.

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

   a) Facilities and improvements,
   The proposed project is served by existing improved roadways and utilities. The proposed development does not require the construction or installation of additional public improvements to serve the project.

   b) Pedestrian and vehicular ingress, egress, and internal circulation,
   There are no changes to the existing ingress and egress to and from the site onto existing roadways, public sidewalks, and internal circulation. Ingress and egress for the project site will be accessed from Irwindale Avenue.

   c) Setbacks,
   The project has been designed to comply with the required minimum setbacks for the M-2 (Heavy Manufacturing) zone.

   d) Height of buildings,
   The majority of the building will be twenty-seven feet and ten inches (27'-10") while the entrance to the building will be thirty-two feet and ten inches (32'-10"), which complies with the Irwindale Municipal Code since there are no height limitations within the M-2 (Heavy Manufacturing) zone.

   e) Signs,
   Based on the approximate square footage of the building, the allowable amount of total signage will be ±703.27 square feet.

   f) Mechanical and utility service equipment,
   No mechanical or utility service equipment will be readily visible from the public right of way.

   g) Landscaping,
   The new landscape plan does not reduce existing landscaping.

   h) Grading,
   There are no proposed increase to floor area therefore there are no large scale grading proposed on site.

i) Lighting,
There are no additional light fixtures that will be added as a result of this project. Furthermore, no existing light fixtures will be removed as a result of this project.

j) Parking,
There are no additional parking spaces required as there are no increase to square footage proposed.

k) Drainage,
Existing drainage will not need to be improved as a result of this project.

l) Intensity of land use,
The site served as an industrial land use by various companies since 1986. There are no proposed increase in square footage and the current use of manufacturing, warehousing, and general office use is permitted by right. The proposed use is consistent with the General Plan designation of Industrial Business Park and Zoning designation of M-2 (Heavy Manufacturing), as well as, adjacent land uses. The proposed exterior renovation and landscaping is not projected to have a significant impact on existing streets.

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

   Per IMC Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area are exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable. Such exemption can only be used once in a ten-year period. There are no proposed increase to square footage. The proposed project is for exterior renovations and landscaping only. In return for the exemption, staff is recommending the following condition be included in lieu of compliance with the Commercial and Industrial Design Guidelines: Improvements to portions of the property that are visible from major arterials, secondary highways, or any residential property, such as additional landscaping, a fountain, public art or similar improvement.

CONCLUSION

That the Planning Commission take the following action:

1. Adopt Resolution No. 801(21) recommending that the City Council approve Site Plan and Design Review (DA) No. 03-2021, subject to the proposed Conditions of Approval.

Alternative Actions:

2. Request that staff prepare a resolution of denial based on recommended Findings of Fact to be brought back at the next regularly scheduled Planning Commission meeting for adoption; OR

3. Request that the applicant revise the project and continue the hearing to a date certain.

ATTACHMENTS

Exhibit A: Resolution No. 801(21) with Conditions of Approval
Exhibit B: Project Plans

RESOLUTION NO. 801(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING CITY COUNCIL APPROVAL OF SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2021 FOR EXTERIOR RENOVATION OF AN EXISTING INDUSTRIAL BUILDING AND LANDSCAPING LOCATED AT 5462 IRWINDALE AVENUE (APN: 8619-019-031) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT EXEMPT FROM CEQA PURSUANT TO SECTION 15301 (CLASS 1; EXISTING FACILITIES).

A. RECITALS.

(i) Brendan Dwyer from Carlile Coatsworth, on behalf of GF Signet, has made a request for the approval of a Site Plan and Design Review (SP&DR) (DA) pursuant to Section 17.70 of the Irwindale Municipal Code (IMC), for exterior renovation of an existing industrial building and landscaping located at 5462 Irwindale Avenue (APN: 8619-019-031)("Subject Property").

(ii) The Subject Property is zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject application shall be referred to as the "Application."

(iii) The City, as the Lead Agency, has determined that, pursuant to the California Environmental Quality Act (CEQA), which lists classes of projects determined not to have a significant effect on the environment and are therefore, categorically exempt from the provisions of CEQA; the proposed Project is categorically exempt pursuant to Section 15301 (Existing Facilities); and that a Notice of Exemption (Class 1) has been prepared.

(iv) Built in 1985, the industrial warehouse was occupied by a variety of uses such a manufacturing, wholesale, general office, auto repair and sale of auto parts.

(v) In 2020, GF Signet purchased the property and begun interior tenant improvements.

(vi) In March 2021, GF Signet began operations at 5462 Irwindale Avenue.

(vii) On July 21, 2021, the Irwindale Planning Commission conducted a duly noticed public hearing through a conference call/webinar, as required by law on the Application and in compliance with Executive Order N-25-20 (relating to COVID-19), closed the public hearing and recommended that the City Council approve the Site Plan and Design Review (DA), subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.

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

RESOLUTION.

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

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

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

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

The proposed project includes the renovation the exterior of the existing building and landscape to create an aesthetic that reflects the company image. There is no proposed increase to floor area and most of the shell building structure will be preserved. The proposed project complies with all Zoning Code development standards established for the M-2 (Heavy Manufacturing) zone with respect to land use, building height, and meets the zoning code requirements for parking.

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

This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreement involved.

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

1) *Facilities and improvements,*

The proposed project is served by existing improved roadways and utilities. The proposed development does not require the construction or installation of additional public improvements to serve the project.

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

There are no changes to the existing ingress and egress to and from the site onto existing roadways, public sidewalks, and internal circulation. Ingress and egress for the project site will be accessed from Irwindale Avenue.

3) *Setbacks,*

The project has been designed to comply with the required minimum setbacks for the M-2 (Heavy Manufacturing) zone.

4) *Height of buildings,*
The majority of the building will be twenty-seven feet and ten inches (27'-10") while the entrance to the building will be thirty-two feet and ten inches (32'-10"), which complies with the Irwindale Municipal Code since there are no height limitations within the M-2 (Heavy Manufacturing) zone.

5) *Signs,*
Based on the approximate square footage of the building, the allowable amount of total signage will be ±703.27 square feet.

6) *Mechanical and utility service equipment,*
No mechanical or utility service equipment will be readily visible from the public right of way.

7) *Landscaping,*
The new landscape plan does not reduce existing landscaping.

8) *Grading,*
There are no proposed increase to floor area therefore there are no large scale grading proposed on site.

9) *Lighting,*
There are no additional light fixtures that will be added as a result of this project. Furthermore, no existing light fixtures will be removed as a result of this project.

10) *Parking,*
There are no additional parking spaces required as there are no increase to square footage proposed.

11) *Drainage,*
Existing drainage will not need to be improved as a result of this project.

12) *Intensity of land use,*
The site served as an industrial land use by various companies since 1986. There are no proposed increase in square footage and the current use of manufacturing, warehousing, and general office use is permitted by right. The proposed use is consistent with the General Plan designation of Industrial Business Park and Zoning designation of M-2 (Heavy Manufacturing), as well as, adjacent land uses. The proposed exterior renovation and landscaping is not projected to have a significant impact on existing streets.

d. *The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building*

design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

Per IMC Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable. Such exemption can only be used once in a ten-year period. There are no proposed increase to square footage. The proposed project is for exterior renovations and landscaping only. In return for the exemption, staff is recommending the following condition be included in lieu of compliance with the Commercial and Industrial Design Guidelines: Improvements to portions of the property that are visible from major arterials, secondary highways, or any residential property, such as additional landscaping, a fountain, public art or similar improvement.

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

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

The Secretary shall:

a. Certify to the adoption of this Resolution; and

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

ADOPTED AND APPROVED this 21st day of July 2021.

_____

Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

_____
Marilyn Simpson, Secretary

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

I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 21st day of July 2021, by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

_____
Marilyn Simpson, Secretary

PLANNING COMMISSION RESOLUTION NO. 801(21)

Site Plan and Design Review No. 03-2021
GF Signet
5462 Irwindale Avenue

A. GENERAL CONDITIONS

1. The use and improvements authorized by this Site Plan and Design Review Permit allow for exterior renovation and new landscaping of the existing building at the address 5462 Irwindale Avenue (also known as GF Signet) as shown on the stamped approved drawing set dated July 7, 2021.

2. The Applicant shall agree and consent, in writing, to each and every condition of permit approval set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan & Design Review permit.

3. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the building plan set.

4. Plans for any proposed site improvements shall be submitted to the Los Angeles County Fire Department and City Building and Safety Division for review and approval prior to the issuance of Building Permits.

5. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

6. All graffiti shall be adequately and completely removed or painted over within 48 hours of such graffiti being affixed on any structure or fence at the site.

7. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Site Plan and Design Review Permit No. 03-2021. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

8. City inspectors shall have access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes.

9. The facility and use thereof shall be maintained in full compliance with all codes, standards, policies and regulations imposed by the City, County, State or Federal agencies with jurisdictions over the facility.

10. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permit for this project.

11. All appropriate practices shall be adopted to control dust, order and vermin.

12. Upon receipt of a complaint related to any condition of approval imposed by this Site Plan and Design Review Permit, the City shall notify the Applicant of the alleged violation, and the Applicant shall commence to cure within ten (10) days after the receipt of the notice.

13. The subject site shall be maintained free and clear of any accumulation of trash debris, waste, and combustible and/or flammable materials, other than the related materials specifically authorized under this Site Plan and Design Review Permit.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The project shall substantially conform to the submitted plans date-stamped July 7, 2021, except as modified herein. Future modifications that are not in substantial conformance shall be reviewed by the Community Development Director, and may require modification of this approval subject to the provisions of IMC Section 17.70.060 "Expiration and Revisions."

2. The development authorized by this Site Plan and Design Review Permit shall have a Building Permit within one year of the date of permit approval. Thereafter, if the Building Permit has not been obtained, the Site Plan and Design Review approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension of Site Plan and Design Review approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the Planning Commission for determination.

3. This Site Plan and Design Review Permit shall authorize the exterior renovation and new landscaping at the existing industrial building.

4. The proposed exterior renovation and new landscaping shall largely conform in terms of material and color scheme submitted and date stamped July 7, 2021.

5. Future exterior modification and/or additional square footage will be subject to the Commercial and Industrial Design Guidelines if proposed within the ten (10) years of the adoption of this resolution.

6. No additional exemptions to the Commercial and Industrial Design Guidelines shall be granted until August 25, 2031.

7. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans submitted to the Building Division for plan check.

8. The new landscaping shall be maintained in good condition and replaced in the event they die or become diseased.

9. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.

10. A chain link fence with green screening shall be installed and maintained around the perimeter of the site at all times during construction.

11. This project shall be subject to the City of Irwindale's utility tax.

12. Per IMC Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable. The Planning Commission hereby grants the exemption subject to compliance with the following condition: Improvements to portions of the property that are visible from major arterials, secondary highways, or any residential property, such as additional landscaping, a fountain, public art or similar improvement.

C. PUBLIC WORKS/ENGINEERING

STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.

2. The owner/developer shall bear the full cost to remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter along the project frontage as directed by the Director of Engineering. Sidewalk and driveways to be reconstructed shall meet ADA standards.

3. Street lighting fixtures shall be upgraded to LED fixtures along the Irwindale Avenue property frontage and developer/owner shall bear the full cost in accordance with Los Angeles County standards and to the satisfaction of the Director of Engineering.

4. Adequate "on-site" parking shall be provided per City requirements.

5. The owner/developer shall bear the full cost for the actual cost for the installation, replacement or modification of traffic control signs, striping and pavement markings required in conjunction with the development.

6. The owner/developer shall remove and replace existing driveway approaches on Irwindale Avenue to be ADA accessible. All improvements shall be constructed in accordance with the City standards to the satisfaction of the Director of Engineering. Pedestrian easements may be required depending on the design chosen.

CITY UTILITIES

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

8. The owner/developer shall pay for the entire cost for the design, engineering construction, permitting and inspection of any upgrade to the water main and connections as required by the serving water company for the proposed development.

9. The owner/developer shall obtain a Storm Drain Connection Permit from the City of Irwindale and/or Los Angeles County Flood Control District for connection(s) to the existing storm drain system.

10. The owner/developer shall pay for the entire cost for the design, engineering construction, permitting and inspection of any new and/or upgrade to any existing Fire Hydrant as required by the Los Angeles County Fire Department.

11. All existing buildings shall be connected to the sanitary sewers.

TRAFFIC

12. The owner/developer shall install red curb along the Irwindale Avenue frontage to prohibit parking. All improvements shall be constructed in accordance with the City standards to the satisfaction of the Director of Engineering.

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

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

SEWER MAINTENANCE FEES

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

MISCELLANEOUS

16. A grading plan shall be submitted for grading/drainage approval to the Director of Engineering. The owner shall pay grading/drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plans under the current City of Irwindale adopted Building Codes at the time of submittals.

17. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.

18. Any changes to the site plan shall be reviewed and approved by the City Planner and Director of Engineering.

D. PUBLIC WORKS SERVICES

1. All walls that face the public right-of-way shall implement anti-graffiti management practices (such as planting vines on the wall). Applicant shall be responsible for graffiti removal to all walls that face the public right-of-way in a timely manner.

2. Onsite trash enclosure areas shall have sufficient space for solid waste and organic waste receptacles and shall be covered from the elements with a solid roof structure per Title 14, Division 7, Section 17313 of the California Code of Regulations and Building Code Manual County of Los Angeles Department of Public Works Building and Safety Division 312 Article 2.

3. The owner, developer and/or applicant shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter as directed by the Director of Engineering and the Public Services Director.

4. The owner, developer, and/or applicant shall plant landscaping along the public right-of-way to the satisfaction of the Public Services Director.

5. The owner, developer and/or applicant is responsible for obtaining encroachment permit(s) prior to any type of work in the public right-of-way.

6. Any work within easements on the project site shall require proper permits from the easement holder (City of Irwindale, County of Los Angeles, etc.).

7. No dumping or unpermitted discharges are allowed into the San Gabriel River via catch basins, direct discharge, and storm drains.

E. BUILDING AND SAFETY

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

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

F. FIRE DEPARTMENT

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

ATTACHMENT "E"

CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Date: August 18, 2021 **Agenda Item No. 1-B**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, AICP, Community Development Director

Project Planner: Lisa Chou, Associate Planner

Project: Site Plan and Design Review (DA) No. 03-2021
Exterior Renovation

Applicant: Brendan Dwyer, Carlile Coatsworth Architects

Property Owner: GF Signet

Project Location: 5462 Irwindale Avenue (APN: 8619-019-031)

Subject: Resolution Recommending Denial to the City Council of the Site Plan and Design Review (DA) No. 03-2021; a request to approval for the exterior renovation of an exiting industrial building for property located at 5462 Irwindale Avenue (APN: 8619-019-031) in the M-2 (Heavy Manufacturing) Zone

Summary:

This item came before the Planning Commission on July 21, 2021. Following staff's presentation and recommendation of approval, the Planning Commission opened the hearing for public comment, closed the hearing, and deliberated on the merits of the proposed project. Following deliberation, the Planning Commission voted four to one (4:1) to recommend denial to the City Council for the applicant's request for an exemption from the Commercial and Industrial Design Guidelines for the the project and requested that staff bring back a resolution of denial at the next regularly scheduled meeting.

Per Irwindale Municipal Code (IMC) Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable. In return for the exemption, the Planning Commission or City Council may require one or more of the following conditions, to be incorporated into the final Conditions of Approval:

a. Architectural improvements to portions of the existing building that are visible from major arterials and secondary highways (as defined in the General Plan) or any residential property.
b. Architectural improvements to other buildings owned by the property owner that are visible from major arterials, secondary highways, or any residential property.
c. Improvements to portions of the property that are visible from major arterials, secondary highways, or any residential property, such as additional landscaping, a fountain, public art or similar improvement.
d. Implementation of improvements identified by the Planning Commission over a specified time period.

At the July 21, 2021 meeting,the Planning Commission expressed a desire to see more Spanish mission style features and color palette in the proposed design. The Planning Commission could not make the findings that the proposed project is consistent with applicable City design guidelines and historic design themes. Therefore, the Planning Commission is recommending denial of SP&DR(DA) No. 03-2021 based on the following findings of fact:

Per IMC Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable. In exchange for granting the exemption, the Planning Commission may require certain conditions to be included into the final Conditions of Approval. The Planning Commission expressed a desire to see more Spanish mission style, arches, and a different color palette in the proposed design, however the applicant declined to accept any changes to proposed design. Therefore, the Planning Commission declined to grant the applicant an exemption from the Commercial and Industrial Design Guidelines and, therefore, the Planning Commission is recommending denial of SP&DR(DA) No. 03-2021.

The Planning Commission has revised the finding as follows:

"That the proposed development is inconsistent with applicable City design guidelines and historic design themes, and does not provide for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project."

ATTACHMENT:
Exhibit A: PC Resolution No. 806(21) Recommending Denial of SP&DR(DA) No. 03-2021

RESOLUTION NO. 806(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL DENY SITE PLAN AND DESIGN REVIEW (DA) NO. 03-2021 FOR EXTERIOR RENOVATION OF AN EXISTING INDUSTRIAL BUILDING AND LANDSCAPING LOCATED AT 5462 IRWINDALE AVENUE (APN: 8619-019-031) IN THE M-2 (HEAVY MANUFACTURING) ZONE.

A. RECITALS.

(i) Brendan Dwyer from Carlile Coatsworth, on behalf of GF Signet, has made a request for the approval of a Site Plan and Design Review (SP&DR) (DA) pursuant to Section 17.70 of the Irwindale Municipal Code (IMC), for exterior renovation of an existing industrial building and landscaping located at 5462 Irwindale Avenue (APN: 8619-019-031)("Subject Property"). Hereinafter in this Resolution, the subject application shall be referred to as the "Application."

(ii) The Subject Property is an industrial warehouse located in the M-2 (Heavy Manufacturing) zone.

(iii) The California Environmental Quality Act ("CEQA", California Code of Regulations, Title 14, Section 15000 *et seq.*) lists classes of projects that have been determined not to have a significant effect on the environment and are therefore, categorically exempt from the provisions of CEQA. The City, as the Lead Agency, has determined that the proposed Project is categorically exempt pursuant to CEQA Section 15301 (Existing Facilities), and a Notice of Exemption (Class 1) has been prepared.

(iv) Built in 1985, the Subject Property was occupied by a variety of uses such a manufacturing, wholesale, general office, auto repair and sale of auto parts.

(v) In 2020, GF Signet purchased the Subject Property and began interior tenant improvements.

(vi) In March 2021, GF Signet began operations at the Subject Property.

(vii) On July 21, 2021, the Irwindale Planning Commission conducted a duly noticed public hearing through a conference call/webinar, as required by law on the Application and in compliance with Executive Order N-25-20 (relating to COVID-19), and closed the public hearing.

(viii) Per Irwindale Municipal Code Section 17.70.010, subsection B.1, any alteration or addition of floor area less than thirty percent of existing floor area are is exempt from the Commercial and Industrial Design Guidelines, subject to the discretion of the Planning Commission or City Council, as applicable. In exchange for granting the exemption, the Planning Commission may require certain conditions to be included into the final Conditions of Approval. The Planning Commission expressed a desire to see more Spanish mission style, arches, and a different

color palette in the proposed design, however the applicant declined to accept any changes to proposed design.

(ix) After considering the findings of fact, the Planning Commission deliberated and found that the findings of fact do not support the project and requested that staff prepare a resolution of denial to be brought back at the next scheduled Planning Commission meeting of August 18, 2021 for adoption.

(x) On August 18, 2021, this resolution was presented to the Planning Commission for consideration and adoption.

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

B. RESOLUTION.

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

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

2. The Planning Commission could not make the findings that the proposed project is consistent with applicable City design guidelines and historic design themes. The Planning Commission expressed a desire to see more Spanish mission style, arches, and a different color palette in the proposed design, however the applicant declined to accept any changes to proposed design. Therefore, the Planning Commission declined to grant the applicant an exemption from the Commercial and Industrial Design Guidelines and voted four to one (4:1) to direct staff to prepare a resolution for a recommendation of denial of SP&DR(DA) No. 03-2021 for exterior renovation of an existing industrial building and landscaping located at 5462 Irwindale Avenue (APN: 8619-019-031) based on the following findings of fact:

    a. That the proposed development is inconsistent with applicable City design guidelines and historic design themes, and does not provide for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project.

3. The Secretary shall:

    a. Certify to the adoption of this Resolution; and

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

ADOPTED AND APPROVED this 18th day of August 2021.

Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, Secretary

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

I, Marilyn Simpson, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 18th day of August 2021 by the following vote:

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

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS: E. Burrola

ABSTAIN: COMMISSIONERS:

Marilyn Simpson, Secretary

CC ITEM 3B

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

City of
IRWINDALE
AGENDA REPORT

Date: October 13, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Final Environmental Impact Report (SCH#2018121056), General Plan Amendment No. 02-2017 and Site Plan & Design Review (DA) No. 04-2017 ±545,735 square-foot speculative concrete tilt-up building located at 5175 Vincent Avenue. (APNs: 8417-034-015, 8417-034-016)

City Manager's Recommendation:

That the City Council consider the Planning Commission's Resolution Nos. 808(21), 809(21) and 810(21) recommending the City Council not certify the project Environmental Impact Report (EIR) (SCH# 2018121056) and deny General Plan Amendment No. 02-2017 and Site Plan & Design Review (DA) No. 04-2017 to allow the development of a ±545,735 square-foot speculative concrete tilt-up building for property located at 5175 Vincent Avenue; and

Adopt:

1) **Resolution No. 2021-79-3291**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DENYING THE ADOPTION AND CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT, STATE CLEARING HOUSE NUMBER SCH# 2018121056, TO CHANGE THE DESIGNATION OF A PORTION OF THE SUBJECT PROPERTY FROM RESIDENTIAL TO INDUSTRIAL/BUSINESS PARK AND FOR THE CONSTRUCTION OF A NEW ±545,735 SQUARE-FOOT, SPECULATIVE INDUSTRIAL CONCRETE TILT-UP BUILDING LOCATED AT 5175 VINCENT AVENUE (APNS 8417-034-015 AND 8417-034-016), INCLUDING DENIAL OF THE CORRESPONDING PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM, AND STATEMENT OF OVERRIDING CONSIDERATIONS"; and

2) **Resolution No. 2021-80-3292**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DENYING GENERAL PLAN AMENDMENT NO. 02-2017 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FOR A PORTION OF THE SITE FROM RESIDENTIAL TO INDUSTRIAL/BUSINESS PARK FOR PROPERTY LOCATED AT 5175

VINCENT AVENUE, IRWINDALE, CA 91706 (APN: 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) AND MAKING CERTAIN FINDINGS OF FACT"; and

3) **Resolution No. 2021-81-3293**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DENYING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2017 FOR THE CONSTRUCTION OF A ±545,735 SQUARE-FOOT CONCRETE TILT-UP BUILDING AND ASSOCIATED PARKING ON PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APNS: 8417-034-015 AND 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) AND MAKING CERTAIN FINDINGS OF FACT".

OR if the City Council desires to approve the proposed project, it is recommended that the City Council:

Adopt:

4) **Resolution No. 2021-82-3294**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) FOR THE CONSTRUCTION OF A ±545,735 SQUARE-FOOT CONCRETE TILT-UP BUILDING AND ASSOCIATED PARKING WITH RESPECT TO THE PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APNS: 8417-034-015 AND 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) ZONE, ADOPTING THE FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM (MMRP), PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT"; and

5) **Resolution No. 2021-83-3295**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING GENERAL PLAN AMENDMENT NO. 02-2017 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FOR A PORTION OF THE SITE FROM RESIDENTIAL TO INDUSTRIAL/BUSINESS PARK FOR PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APN: 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) AND MAKING CERTAIN FINDINGS OF FACT"; and

6) **Resolution No. 2021-84-3296**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2017 FOR THE CONSTRUCTION OF A ±545,735 SQUARE-FOOT CONCRETE TILT-UP BUILDING AND ASSOCIATED PARKING WITH RESPECT TO THE PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APNS: 8417-034-015

AND 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT"; or

7) **Resolution No. 2021-88-3300**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2017 FOR THE CONSTRUCTION OF A THREE (3) BUILDING, INDUSTRIAL TILT-UP DEVELOPMENT, TOTALING ±544,483 SQUARE FEET AND ASSOCIATED PARKING ON PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APNS: 8417-034-015 AND 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) AND MAKING CERTAIN FINDINGS OF FACT."

Administrative Actions:

Submitted by:

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

Electronically Approved

Prepared by:

Brandi Jones, Senior Planner

Reviewed by:

Adrian Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William Tam, City Manager

REQUEST

The Applicant is requesting a General Plan Amendment (Map) to change the designation of a portion of the subject property from Residential to Industrial/Business Park and a Site Plan and Design Review (DA) for the construction of a ±545,735 square-foot concrete tilt-up building and associated parking.

PLANNING COMMISSION REVIEW

This item came before the Planning Commission on July 21, 2021. Due to time constraints, the meeting for this item was adjourned to August 9, 2021. On August 9, 2021, the Planning Commission conducted a duly noticed public hearing on the FEIR

(SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017. Chair Tapia and Commissioners Chico and Gomez recused themselves due to property owned by each that was located within 1000 feet from the Subject Site. Additionally, Commissioner Gomez recused herself because she had previously signed a petition opposing the Project. To provide a quorum for the meeting, Chair Tapia and Commissioner Chico drew straws and Commissioner Chico was recused. Following Staff's presentation, the Planning Commission opened the hearing for public comment, closed the hearing, and deliberated on the merits of the project. Following deliberation, the Planning Commission voted 3 – 0, with two Commissioners recused, to recommend denial of the project to the City Council and requested that Staff bring back resolutions of denial at the next scheduled meeting based on the following findings:

That the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the FEIR is recommended to be denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable SCAQMD mass emission threshold.

On September 15, 2021, the Planning Commission adopted Planning Commission Resolution Nos. 808(21), 809(21), and 810(21) recommending to the City Council denial of the certification of the FEIR , General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017, respectively.

BACKGROUND/HISTORY

Mining of the 26.05-acre site began in the 1930s and was completed in the 1970s. The City's portion of the site was subsequently used to dispose of silt, clay, and sand wash product (fines) from an onsite aggregate processing facility. The City acquired the northern portion of the pit in the late 1980s from Los Angeles County. The City then began backfilling the Proposed Project site with a variety of construction debris (e.g., soil, concrete, asphalt, rebar, bricks, and cinder blocks) and other inert materials.

On October 10, 2007, Windrow Earth Transport (Dispatch) was awarded the contract to perform remediation of the site. On November 6, 2008, the Planning Commission approved Conditional Use Permit No. 9-08 and adopted Mitigated Negative Declaration (MND) No. 4-08 for the remediation and filling of the former Manning Pit. On October 1, 2009, the Planning Commission approved Modification No. 4-09 to Conditional Use Permit No. 9-08 and adopted an amendment to the MND to modify hours of operation. Operations began approximately May 2010 and was completed on April 11, 2019.

Purchase and Sale

On December 13, 2013, the City, Dispatch and the Developer entered into an Exclusive Negotiating Agreement (ENA). The ENA stated that the subject property was to be developed to include light industrial and/or commercial development. On October 28,

2015, the City and the Developer entered into an agreement for the purchase, sale and development of the subject property. The following excerpts are from the approved Purchase and Sale Agreement (PSA) and Resolution No. 2015-70-2799:

"G. In accordance with Irwindale Charter Section 607(j) and Irwindale Municipal Code Section 3.44.160, the City Council has considered the sale of the Site pursuant to this Agreement for the full, appraised fair market value and, per Resolution No. 2015-70-2799 approved concurrently with this Agreement, found that the sale is appropriate to further the City Council's goals of providing for economic development of underutilized and blighted property in the City."

"H. The City Council found that the proposed Project will result in a significant economic opportunity. The Site will be revitalized from an extreme blighted condition, including the excavation of contaminated soils and back-filling of clean fill for abandoned mining pits. The City Council finds and determines that the Project is likely to result in employment of City residents, substantial increases in tax revenues to the City, and provide other amenities. City acknowledges the public benefit of such results and wishes to encourage expansion of job opportunities in the City. This Agreement is in accord with applicable state and federal laws and is in the vital and best interests of the community, will serve the health, safety, and general welfare of the City of Irwindale, and their citizens, will serve to strengthen the City's land use and social structure, and alleviate economic and physical blight within the City."

"10.8 Use of the Site & Project: CC&Rs.
The Buyer covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, that the Buyer and such successors and such assigns shall devote the Site to the uses specified therefore in the Project Scope of Development (Exhibit "B") or any plans as may be approved in writing by the City. Buyer agrees to use, devote, and maintain the Site for (i) light industrial and commercial improvements on approximately two-thirds (2/3) of the easterly portion of the Site, including attendant streets, lighting, landscaping and other public improvements, and (ii) aesthetic landscaping in the residential buffer to be maintained in such a manner as to effectively and attractively screen the residential area from visual, noise and dust impacts associated with the Project. Buyer shall maintain all landscaping in the Residential Buffer at its sole cost and expense in a manner so as to allow for an attractive, seamless and efficient tie to the residential area and pursuant to the Covenants, Conditions & Restrictions ("CC&Rs") in a form materially similar to that attached hereto as Exhibit "D"."

"Scope of Development from Resolution No. 2015-70-2799 stated:

Any proposed future project shall be consistent with the City's General Plan and Zoning Code. The "Project" to be developed on the Site, when submitted at a future date, shall be light industrial and/or commercial in nature and shall include improvements to enhance the aesthetics of the surrounding neighborhood and protect the residential uses; improvements shall include but not be limited to, attendant streets, lighting, landscaping,

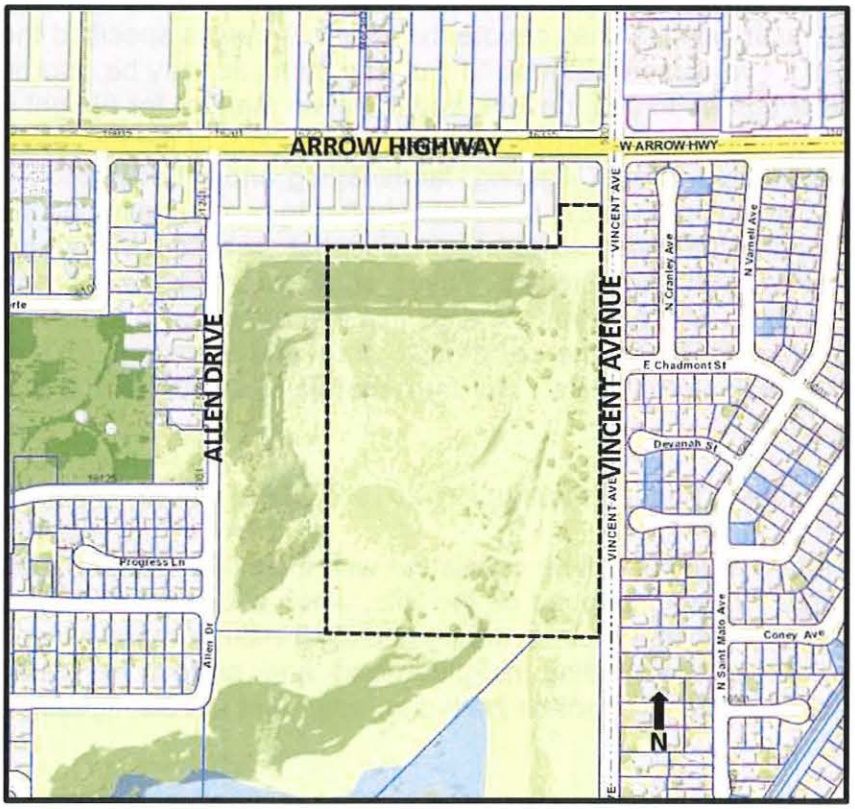
decorative perimeter walls, and other public improvements. The Project shall include a landscaped "buffer area" ("Residential Buffer") to separate the Project's industrial components from the residential areas. Since a project has yet to be identified and submitted for review, project impacts cannot be identified at this time. Therefore, any proposed future project on this property shall comply with the requirements of the California Environmental Quality Act through the preparation of an Initial Study that may result in the preparation of a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report."

The minutes of the October 28, 2015 have been attached hereto as Attachment "W" for additional background.

GENERAL PLAN AND ZONING

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

Direction	Existing Land Use	Zoning District
North	Industrial Business Park/Restaurant	M-2, Heavy Manufacturing
South	Los Angeles County pit	M-2, Heavy Manufacturing
East	Single Family Residential	LA County Regional Planning A-1
West	Vacant Land	M-2, Heavy Manufacturing



PROJECT DESCRIPTION

The proposed project is for the construction of a ±545,735 square-foot speculative concrete tilt-up building and associated passenger vehicle and truck parking. The building consists of ±10,000 square feet of office (5,000 square feet ground floor/5,000 square feet mezzanine) and ±535,735 of warehouse. An alternative design comprised of ±544,483 has also been analyzed per CEQA requirements. At this time, there is no prospective user.

Community Meeting

On August 9, 2018, the Planning Division hosted a community meeting at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and understand the process. Representatives from Five Points, LLC and City staff attended. The meeting was well attended and the primary areas of concern were current issues with dust, trucks and the potential impact of the proposal. Staff answered questions and made themselves available for assistance after the meeting via email and phone.

Tribal Consultation

A formal consultation was held on December 6, 2018 with the representatives for the Gabrieleno Band of Mission Indians - Kizh Nation. The results of this consultation are summarized in the DEIR. As a result of this consultation, mitigation for impacts to tribal cultural resources that have been included in the EIR.

Scoping Meeting

A Scoping meeting was held on February 20, 2020 to gather information for the scope of the environmental document to be prepared, at which time, attendees voiced comments regarding the project to the environmental consultant. After additional community and external agency input, the project's environmental review shifted from an MND to an EIR.

Public Outreach

The developer scheduled a non-City sponsored community meeting on July 15, 2021 at Family Christian Church. Prior to the meeting, their team distributed 1500 flyers to nearby Irwindale and County of Los Angeles neighborhoods and followed up with door-to-door direct contact.

General Plan Amendment

The map, which was used to determine the General Plan designation of the site was taken from the 2008 General Plan and the property boundaries, are ambiguous. Staff believes the ±6.93 acres designated as Residential is a simple map error due to the age and sophistication of the original software and method of reproduction used.

Site Plan and Design Review

Pursuant to the provisions of Chapter 17.70 (Site Plan and Design Review) of the Irwindale Municipal Code (IMC), "No person shall construct any building or structure or make structural and physical improvements, additions, extensions and/or exterior

alterations, and no permit shall be issued for such construction until the site plan and design review has been submitted to, reviewed by, and approved in accordance with this chapter. The property may only be developed, used and maintained in accordance with the approved site plan and design review."

Lot Line Adjustment

The subject property is comprised of two (2) individual parcels that will be combined into one through the administrative lot line adjustment process.

Development Standards

Development Standard	Minimum Requirement	Project Proposal (Single Building)	Alternate Proposal (Three Buildings)
Front Yard Setback	20'-0"	167'-0" – 205'-0"	20'-0"
Side Yard Setback	0'-0"	75'-8" – 93'-9"	82'-0" – 110'-0"
Rear Yard Setback	N/A	155'-0" – 196'-4"	44'-10"
Floor Area Ratio (F.A.R.)	1:1.0	.48:1.0	.48:1.0
Building Height[1]	N/A	51'-0"	TBD
Landscaping	10%	10%	10%
Parking	183/303	199	396
Truck/Trailer Parking	N/A	181	96

Building Design/Design Guidelines

The proposed project is a single-story building located on the former Manning Pit. The proposed tilt-up building incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping.

The large building incorporates tower elements as focal points and breaks up the expansive exterior walls with architectural projections and details around the windows. The vertical and horizontal reveals, arched parapets and multi-color palette also work to add depth and character to the building. The design is similar to many of the recently approved developments, which have been designed to closely adhere to the guidelines, while maintaining function and aesthetic uniqueness.

---

[1] Per IMC subsection 17.08.085 "Building Height" means the vertical distance from the finished grade of the lot to the highest average point of the building or structure.

Alternative Option – Multiple Building

Part of an EIR analysis requires the consideration of alternatives to the proposed project. Under the multiple building alternative, the Project site would be developed with three (3) separate industrial warehouse buildings: Building 1 (121,397 sf with 111 parking stalls); Building 2 (121,373 sf with 91 parking stalls); and Building 3 (301,713 sf with 194 parking stalls). As shown in Figure 5.0-1, Buildings 1 and 2 would be located along Vincent Avenue (on the eastern half of the site), and Building 3 would be located on the western half of the site. Buildings 1 and 2 would each contain two 5,000 sf office areas, and Building 3 would contain four 5,000 sf office areas. Automobile parking among the three buildings would not be shared and would be dedicated to each building. However, the trailer parking for the trucks would be shared. Overall, the multiple building alternative would include development of up to 544,483 sf of industrial uses (a reduction of 1,252 sf compared to the Project). The same architectural treatments, consistent with the Commercial and Industrial Design Guidelines, would be incorporated into these buildings. This alternative has been fully analyzed in the EIR.

Operation

The prospective use is currently unknown but there are many potential uses that are permitted by right due to the current zoning designation. However, certain uses would not be allowed or would be subject to a Conditional Use Permit. These uses would require Planning Commission approval and be subject to a set of Conditions of Approval and a signed Affidavit of Acceptance from the property owner and tenant acknowledging and agreeing to abide by the imposed conditions. Some uses, such as fulfillment centers, parcel hubs and cold storage have been expressly prohibited for this site without further future environmental analysis. The overwhelming majority of industrial development in the City is speculative.

Landscaping, Project Fencing and Screening

Approximately 112,749 square feet (10%) of the project site is proposed to be landscaped in compliance with the "City of Irwindale Commercial and Industrial Design Guidelines" and the Zoning Code requirements for parking area landscaping. The proposed landscape plan is comprised of a combination of parking lot shade trees, shrubs, and groundcover. The proposed overhead trellis acts as an architectural feature which simultaneously supports vertical landscaping and provides additional visual screening of the trailer court and roll-up doors. This trellis sits atop of the proposed 8'-0" screen wall and the remaining three (3) property lines are enclosed by 8'-0", black tube steel. A 10'-0" wide area of land along the southern property line will be deeded back to the owner upon approval of the project. This area measures 8,874 square feet and will function as an easement with public access. There is also an 11'-4" wide landscaped buffer along western property line, which is shared with the future residential development.

Access and Circulation

Ingress and egress to the site are provided via a two (2) driveways, both fronting onto Vincent Avenue. The proposed building is setback approximately 150'-0" feet from vehicle ingress to accommodate projected queuing, thus avoid overflow onto Vincent Avenue.

Parking
IMC Subsection 17.64.030.P(2) "Offices not providing customer service on the premises" requires a minimum one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 square feet of gross floor area, whichever is the greater and IMC Subsection 17.64.030(V) "Warehouse and storage buildings" requires one (1) parking space for each 1,000 square feet of the first 20,000 square feet of gross floor area, one (1) space for each 2,000 square feet for the next 20,000 square feet of gross floor area and one (1) space for each 4,000 square feet for all floor area over 40,000 square feet of gross floor area.

Based on the proposed square footage, the project requires 183 stalls and 199 standard-sized stalls are being proposed. In addition to providing parking for passenger vehicles, there are 18 bicycle parking stalls and space for 181 trailer stalls. The current IMC does not have a minimum stall size for trailers; however, the proposed stalls measure 10'-0 x 53'-0. All parking is surface parking; there are no proposed parking structures or subterranean lots.

Building Height
There is no established maximum allowable height standard in the M-2 (Heavy Manufacturing) zone. The proposed tilt-up will be 51'-0". The following examples are building heights of approved projects over the past five (5) years:

- 16203 – 16233 Arrow Highway – 35'-0"
- 5010 Azusa Canyon Road – 44'-0"
- 13131 Los Angeles Street – 53'-5"
- 12761 Schabarum Avenue – 59'-0"
- 1200, 1220, 1270 Arrow Highway – 60'-0"
- 1500 Duarte Road – 74'-6"

Signage
IMC Section 17.56.050 "Signs" provides the maximum allowable sign area for freestanding and wall signs. Based on the approximate square footage of the medical office building, the allowable amount of wall signage would equate to ±5,457 square feet. Freestanding signs would be limited to 150 square feet regardless of building size. Like other recently approved, large-scale projects, staff incorporates a Condition of Approval that requires the applicant to prepare a comprehensive sign program. The sign program includes but is not be limited to sign type, square footage allowances, placement, illumination, quantity, colors and materials.

ENVIRONMENTAL REVIEW
An Environmental Impact Report (EIR) has been prepared to analyze environmental impacts, discuss feasible alternatives and recommend mitigation measures related to implementation of the proposed project. The California Environmental Quality Act (CEQA) requires that local government agencies consider the environmental consequences before taking action on projects over which they have discretionary approval authority. An EIR analyzes potential environmental consequences in order to inform the public and

support informed decisions by local and state governmental agency decision makers. An EIR is the most comprehensive form of environmental documentation under CEQA and the CEQA Guidelines; it is intended to provide an objective, factually supported analysis and full disclosure of the environmental consequences of a proposed project with the potential to result in significant, adverse environmental impacts. Certification of an EIR will enable the applicant/developer to pursue their development goal to construct an industrial warehouse building.

The Draft Environmental Impact Report (DEIR) was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the DEIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk. (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue, and the FEIR is included herein as Attachment "J". All technical appendices are also available on the website.

The environmental consultant has analyzed the project under 21 environmental study areas, prepared two (2) project alternatives, offered a series of mitigation measures, and identified one (1) significant and unavoidable environmental impacts area.

The EIR analyzed the environmental impacts to the following study areas: 1) air quality, 2) cultural resources, 3) energy, 4) greenhouse gas emissions, 5) hazards and hazardous materials, 6) hydrology and water quality, 7) land use planning, 8) noise, 9) transportation, 10) tribal cultural resources, 11) utilities and service systems, 12) aesthetics, 13) agriculture and forestry resources, 14) biological resources, 15) geology and soils, 16) mineral resources, 17) population and housing, 18) public services, 19) recreation, 20) wildfire, and 21) mandatory findings of significance. Impacts related to agriculture and forestry resources, biological resources, mineral resources, population and housing, public services, recreation, and wildfire were determined to be less than significant. Impacts related to aesthetics, geology and soils, hydrology and water quality, greenhouse gas emissions, transportation, energy, hazards and hazardous materials and mandatory findings of significance were determined to be significant, but less than significant after incorporation of mitigation measures.

The EIR analysis determined that the proposed project, with implementation of mitigation measures, would result in significant and unavoidable environmental impacts in the area of air quality; and because of this, the EIR will require the City Council to approve a Statement of Overriding Considerations.

Each EIR is required to consider alternatives to the proposed project that are capable of eliminating significant adverse environmental effects or reducing them to less than significant levels, even if these alternatives would impede, to some degree, the attainment of the proposed project objectives.

Three alternatives to the proposed Project were developed based on input from City staff, the public during the NOP review period, and the technical analysis performed to identify the environmental effects of the proposed Project. The alternatives analyzed in this EIR include the following three alternatives in addition to the proposed Project (Section 5.2).

• **No Project (No Build) Alternative**: Under this alternative, development of the Project site would not occur, and the Project site would remain in its current existing condition.

• **Multiple Building Alternative:** Under this alternative, the proposed Project would be developed with the same type of use as described in the Project Description, but the warehouse building would be split into three smaller warehouse buildings as detailed above.

• **Maximum FAR Alternative:** Under this alternative, the proposed Project would be developed using the maximum floor-area-ratio (FAR).

The EIR provides a description of the potential environmental impacts of the proposed project scenario and recommends mitigation measures to reduce impacts to a less than significant level, where possible. After implementation of mitigation measures, most of the potentially significant impacts associated with the proposed project would be reduced to less than significant levels. However, the EIR analysis determined that the proposed project, with implementation of mitigation measures, would result in significant environmental impact in the areas of air quality; and because of this, the EIR will require the City Council to approve a Statement of Overriding Considerations.

This EIR identifies one (1) significant and unavoidable adverse impact, as defined by CEQA that would result from implementation of the proposed project. Unavoidable adverse impacts may be considered significant on a project-specific basis, cumulatively significant, and/or potentially significant. The significant impacts of the project that have not been reduced to a level of insignificance will have been substantially reduced in their impacts by the imposition of mitigation measures. Staff recommends that the City Council find that the significant unavoidable adverse impacts of the industrial warehouse project are clearly outweighed by the economic, social, technological, and other benefits of the project, as set forth in the Statement of Facts and Findings and Statement of Overriding Considerations. The project benefits include additional employment opportunities to the community, development of an industrial warehouse building on a site that is consistent with the policies of the General Plan and zoning, and is accessible to regional markets, and conforms to the City's design guidelines in an effort to promote quality urban design. The impacts that were found in the EIR to be significant and unavoidable are related to:

- Air Quality

Although the EIR identifies certain significant environmental effects that will result if the project is implemented, all significant effects that can feasibly be avoided or mitigated will be by the imposition of conditions and/or mitigation measures. Based on current State

Law, unavoidable air quality impacts are common with many projects such as the proposed industrial warehouse project.

The Notice of Availability related to the Draft EIR was released by the City for public comment on February 17, 2021 and concluded on May 2, 2021. A total of eleven (11) letters were received. These comments were provided by: Sanitation District of Los Angeles County, Edward and Margaret Curren, County of Los Angeles Public Health, Golden State Environmental Justice Alliance, Frederick S. Barbosa and Rebecca A. Barbosa, SWAPE, James Trenkamp and Charlotte Santos, John Chico, Los Angeles Country Sanitation Districts, California Air Resources Board (CARB) and State of California Department of Justice (DOJ). The comment letter from the DOJ was not included in the Response to Comments and not a part of the FEIR because it was received May 25, 2021, almost two (2) months after the closing of the comment period. The letter was still fully analyzed and has been included as an attachment. The remaining comment letters and responses to comments have been included in the FEIR.

ANALYSIS

General Plan Analysis

In order to adopt a General Plan Amendment, the amendment must be in the public interest. Staff recommends that the City Council make the following findings:

1. The approval of the proposed General Plan Amendment for property located at 5175 Vincent Avenue, specifically APN 8417-034-016, will resolve the inconsistency between M-2 "Heavy Manufacturing" zoning designation on a portion of the lot and the Residential General Plan land use designation. Therefore, the proposed General Plan Amendment is consistent with Section California Government Code Section 65358(a) (Amendments), "If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan."

2. The site is adequate in size, shape, topography, location, and other factors to accommodate an industrial development in that the subject property is approximately ±26.05 acres.

3. Adequate street access is available via Vincent Avenue.

4. Adequate utilities and public services are or will be available to serve the proposed development.

5. The use, as described herein, will be compatible with the existing and intended character of the area, in that the site is located in an area zoned with industrial, residential and outdoor uses and is surrounded by uses of similar and greater intensity. Therefore, the proposed use is compatible with the surrounding uses.

6. The proposed use, as described herein, will not be materially detrimental to the public welfare or injurious to the adjacent properties in that the development of an industrial building will continue to be industrial and consistent with abutting uses.

Site Plan & Design Review Analysis

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

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

   The subject site is zoned M-2 (Heavy Manufacturing) and has a General Plan land use designation of Industrial/Business Park and Residential. A General Plan Amendment (Map) is proposed to change the designation of a small portion of the subject property from Residential to Industrial/Business Park. The proposed construction of a new building exceeding 10,000 square feet is subject to a Site Plan and Design Review (DA). The prospective use is currently unknown but there are many potential uses that are permitted by right due to the current zoning designation but certain uses would be not be allowed or would be subject to a Conditional Use Permit.

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

   This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists.

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

   a) Facilities and improvements,
      The proposed building is setback approximately 150'-0" feet from vehicle ingress to accommodate projected queuing, thus avoid overflow onto Vincent Avenue. All structures and infrastructure improvements will be constructed to current code and completed prior to Certificate of Occupancy.

   b) Pedestrian and vehicular ingress, egress, and internal circulation,
      There is no proposed through-site access. The site is bordered by industrial buildings to the north, a County-owned pit to the south, unincorporated residential to the east and a vacant lot the west. Vincent Avenue serves as the only vehicular access to the site.

   c) Setbacks,
      The project has been designed to comply with the required minimum setbacks for the M-2 (Heavy Manufacturing) zone.

d) Height of buildings,
There is no maximum building height restriction within the M-2 (Heavy Manufacturing) zone. Nonetheless, the proposed building has been designed to complement the massing and height of the existing buildings in the area, as well as, take advantage of the prominence of the location to serve as an attractive gateway statement.

e) Signs,
Based on the approximate square footage of the medical office building, the allowable amount of wall signage would equate to ±5,457 square feet. Freestanding signs would be limited to 150 square feet regardless of building size. Like other recently approved, large-scale projects, staff incorporates a Condition of Approval that requires the applicant to prepare a comprehensive sign program. The sign program includes but is not limited to sign type, square footage allowances, placement, illumination, quantity, colors and materials.

f) Mechanical and utility service equipment,
Site has been designed to attractively screen all rooftop and surface level mechanical equipment and storage area.

g) Landscaping,
The landscaping requirement has been met through considered choices of plantings appropriate to the location, building type, and building scale.

h) Grading,
Project has been designed to take advantage of the existing topography, thus reducing grading activities on site.

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

j) Parking,
IMC Subsection 17.64.030.P(2) "Offices not providing customer service on the premises" requires a minimum one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 square feet of gross floor area, whichever is the greater and IMC Subsection 17.64.030(V) "Warehouse and storage buildings" requires one (1) parking space for each 1,000 square feet of the first 20,000 square feet of gross floor area, one (1) space for each 2,000 square feet for the next 20,000 square feet of gross floor area and one (1) space for each 4,000 square feet for all floor area over 40,000 square feet of gross floor area. Based on the proposed square footage, the project requires 183 stalls and 199 standard-sized stalls are being proposed. In addition to providing parking for passenger vehicles, there are 18 bicycle parking stalls and

space for 181 trailer stalls. The current IMC does not have a minimum stall size for trailers; however, the proposed stalls measure 10'-0 x 53'-0. All parking is surface parking; there are no proposed parking structures or subterranean lots.

k) Drainage,
A Water Quality Management Plan (WQMP) has been prepared to address hydrology and drainage.

l) Intensity of land use.
The project is located on a flat, primarily rectangular lot. Mining of the site began in the 1930s and was completed in the 1970s. The City then began backfilling the site with a variety of construction debris (e.g., soil, concrete, asphalt, rebar, bricks, and cinder blocks) and other inert materials. The last entitlement, approved by the Planning Commission on October 1, 2009, was for the remediation and filling of the pit. Operations began approximately May 2010 and were completed on April 11, 2019. The proposed industrial warehouse building is consistent with the General Plan designation of Industrial/Business Park and Zoning designation of M-2 (Heavy Manufacturing), as well as adjacent industrial land uses.

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

   The proposed tilt-up building incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines including but not limited to façade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping.

FISCAL IMPACT

The entire cost for the development will be covered by the Applicant/Developer. There will be no impact on the City's budget. This project is not subject to Development Impact Fees (DIF) because it was submitted prior to the adoption of Ordinance No. 726 (July 11, 2018).

ATTACHMENTS

A. Project Plans and General Plan Maps
B. CC EIR Denial Resolution No. 2021-79-3291
C. CC GPA No. 02-2017 Denial Resolution No. 2021-80-3292
D. CC SP&DR(DA) No. 04-2017 Denial Resolution No. 2021-81-3293
E. CC EIR Approval Resolution No. 2021-82-3294

F. CC GPA No. 02-2017 Approval Resolution No. 2021-83-3295
G. CC SP&DR(DA) No. 04-2017 Approval Resolution No. 2021-84-3296 (Single Building)
H. CC SP&DR(DA) No. 04-2017 Approval Resolution No. 2021-88-3300 (Three Building)
I. Draft EIR (SCH# 2018121056) – Electronic Files via: USB Drive and download: https://www.irwindaleca.gov/400/5175-Vincent-Avenue
J. Final EIR, Findings of Fact & Statement of Overriding Consideration (SCH# 2018121056) – Electronic Files via: USB Drive and download: https://www.irwindaleca.gov/400/5175-Vincent-Avenue
K. Technical Appendices – Electronic Files via: USB Drive and download: https://www.irwindaleca.gov/400/5175-Vincent-Avenue
L. PC Staff Reports, July 21, 2021 & September 15, 2021
M. PC Resolution Nos. 808(21), 809(21) and 810(21)
N. State of California Department of Justice Letter, received May 25, 2021
O. San Gabriel Valley Economic Partnership Letter, received June 14, 2021
P. Shepherd's Pantry Letter, received June 14, 2021
Q. Irwindale Chamber of Commerce Letter, received July 1, 2021
R. Irwindale Lions Club, received July 14, 2021
S. Email from Alex Zamora, received September 15, 2021
T. Email from Richard Licerio, received September 15, 2021
U. Purchase and Sale Agreement
V. Resolution No. 2015-70-2799
W. City Council Meeting Minutes, October 28, 2015
X. Ordinance No. 726, adopted July 11, 2018
Y. Draft PC Meeting Minutes, August 9, 2021

CITY OF IRWINDALE
COMMUNITY DEVELOPMENT

OCT 07 2021

RECEIVED

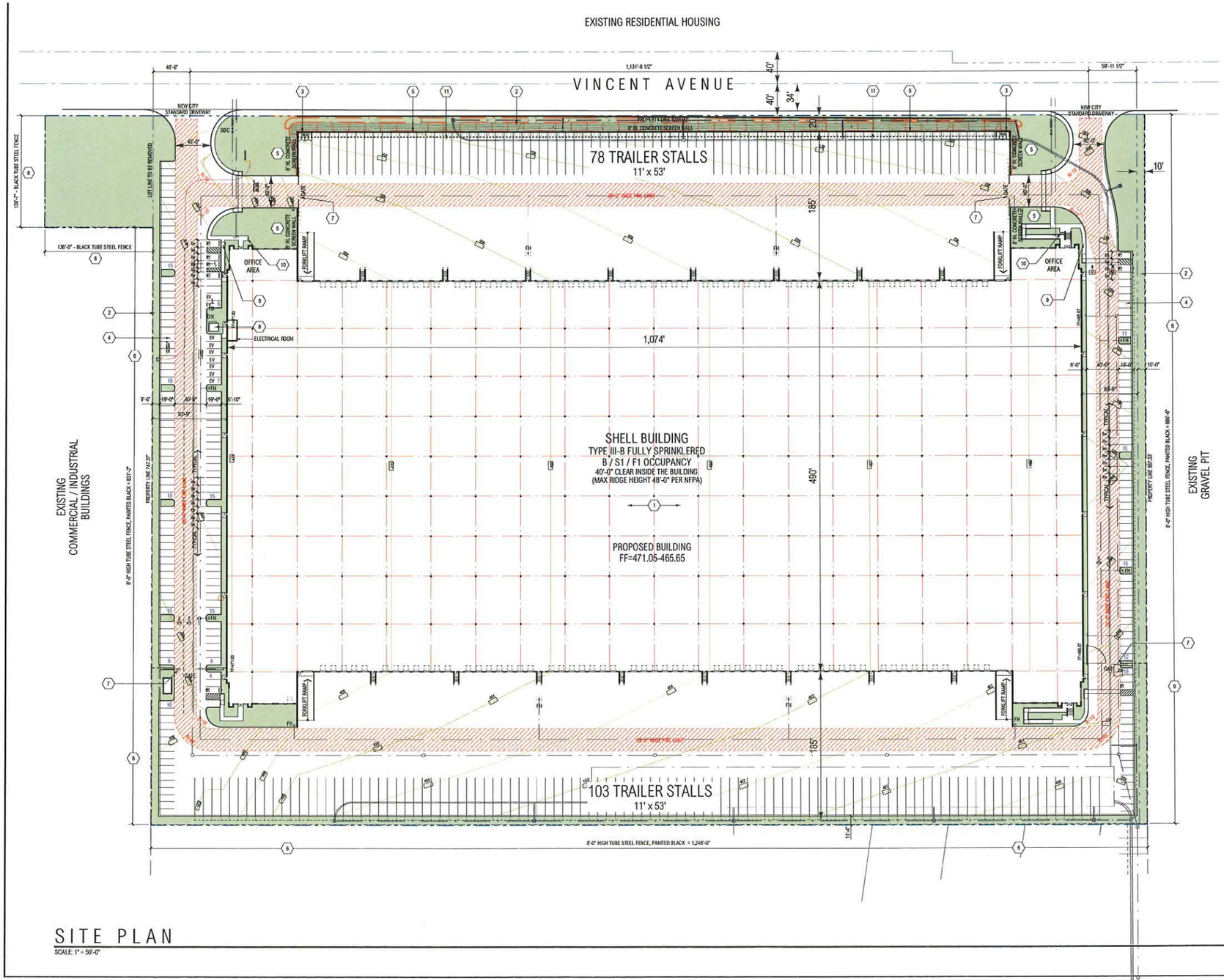
Attachment "A"

GENERAL NOTES

1. THE PROPOSED PROJECT SHALL COMPLY WITH THE PROVISIONS OF THE CITY OF IRWINDALE PLANNING PLAN
2. A LANDSCAPING PLAN SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT FOR APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMITS AND SHALL BE IMPLEMENTED PRIOR TO OCCUPANCY.
3. THE PROJECT DOES NOT PROPOSE ANY TENANT SIGNAGE AT THIS TIME.
4. THERE ARE NO PROTECTED PLANTS ON SITE.
5. ALL ROOF DRAINS AT STREET FRONTAGES SHALL BE IN THE INTERIOR OF THE BUILDING ENVELOPE.
6. ALL LANDSCAPE SHALL BE BOUND BY A 6" HIGH CONCRETE CURB.
7. A LIGHT PLAN SHALL BE SUBMITTED SHOWING CONFORMANCE WITH MINIMUM FOOTCANDLE LEVELS STANDARDS.
8. ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED WITH ADDITIONAL LANDSCAPE.
9. ALL ROOF TOP EQUIPMENT SHALL BE SCREEN BY ROOF PARAPET OR ROOF SCREEN.
10. ALL ACCESS GATES SHALL BE ELECTRONICALLY OPERATED TO BE PROVIDED WITH KNOX KEY SWITCHES FOR ACCESS.
11. PER CALGREEN STANDARDS, THIS DEVELOPMENT WILL INCLUDE FUTURE CONDUITS AND J-BOXES FOR FUTURE ELECTRIC CAR CHARGING STATIONS TO 5% OF REQUIRED STALLS.

SITE LEGEND:

- ON-SITE LANDSCAPED AREA
- OFF-SITE LANDSCAPED AREA
- SITE PROPERTY LINES
- CITY CURB AND GUTTER LINES
- STREET CENTERLINES
- ON-SITE CURB LINES
- ON-SITE PARKING



SITE PLAN

SCALE: 1" = 50'-0"

PROJECT DATA

SITE AREA:	1,117,617 SF / 25.656 AC
S PL DEED BACK TO OWNER	8,874 SF / 0.203 AC
NET SITE AREA	1,126,491 SF / 25.859 AC

BUILDING AREA:

GROUND FLOOR	540,735 SF
MEZZANINE	5,000 SF
TOTAL	545,735 SF

COVERAGE	48.38 %
NET LOT COVERAGE	48.00 %
FAR COVERAGE	48.44 %

PARKING REQUIRED - BLDG 1:

10K SF OFFICE @ 1/350	29 STALLS
0 SF MANUF @ 1/350	0 STALLS
0K - 20K SF WH @ 1/1000	20 STALLS
20K - 40K SF WH @ 1/2000	10 STALLS
40K + SF WH @ 1/4000	124 STALLS
TOTAL REQUIRED	183 STALLS

PARKING PROVIDED:

STANDARD STALLS	199 STALLS
COMPACT STALLS (25% MAX)	0 STALLS
FUTURE STALLS IN TRUCK YARD	0 STALLS
TOTAL STALLS	199 STALLS

BICYCLE PARKING (5% OF REQUIRED PARKING)

SHORT TERM	9 STALLS
LONG TERM	9 STALLS

LANDSCAPE REQUIRED (10%)	112,491 SF

LANDSCAPE PROVIDED:

ON-SITE LANDSCAPE	98,026 SF
SOUTHERN 10'-0" STRIP	8,896 SF
LANDSCAPED OVERHEAD TRELLIS	5,827 SF
TOTAL	112,749 SF

ASSESSOR'S PARCEL NUMBERS:

8417-034-904, 8417-034-910

ZONING INFORMATION

BUILDING:	OFFICE / WAREHOUSE
CONSTRUCTION TYPE:	III-N
OCCUPANCY:	B/S-1/F-1
ZONE:	M-2 HEAVY MANUFACTURING

LEGAL DESCRIPTION:

LOT 2:
THOSE PORTIONS OF THE LOT LINE ADJUSTMENT NO. LLA-01-2015 IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA RECORDED DECEMBER 10, 2015 AS DOCUMENT NO. 20151354265 IN OFFICIAL RECORDS AT THE RECORDER'S OFFICE OF SAID COUNTY ALSO BEING THAT PORTION OF THE NORTHERNLY 1574.00 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS:

AT THE CENTERLINE INTERSECTION OF ARROW HIGHWAY AND VINCENT AVENUE AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 128, PAGE 61 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

KEYNOTES (000)

1. PAINTED CONCRETE TILT-UP WAREHOUSE / OFFICE / MANUFACTURING FACILITY.
2. SHADED AREA: PROPOSED IRRIGATED LANDSCAPING WITH MIN 6" CONCRETE CURBS AT ALL PERIMETERS.
3. PAINTED CONCRETE TRASH ENCLOSURE. SCREEN WALLS SHALL BE MIN. 6'-0" HIGH.
4. TYPICAL STANDARD PARKING STALL MIN. 9' X 19' - STRIPE PER CITY STANDARDS.
5. NEW 8'-0" CONCRETE TILT-UP SCREEN WALLS AT TRUCK YARD. SEE PLAN FOR MINIMUM HEIGHTS AS MEASURED FROM INSIDE THE TRUCK YARD.
6. NEW 8'-0" TUBE STEEL FENCE, PAINTED BLACK.
7. ROLLING 8'-0" HIGH WROUGHT IRON FENCE INTO THE TRUCK COURT.
8. TRANSFORMER PAD LOCATION.
9. ACCESSIBLE PRIMARY ENTRANCE TO THE BUILDING.
10. PROIVIDE BIKE RACKS PER CALGREEN REQUIREMENTS.
11. AREA OF LANDSCAPED TRELLIS ABOVE.

DEVELOPER / OWNER:
CHARLES COMPANY
9034 WEST SUNSET BLVD
WEST HOLLYWOOD, CA 90069
CONTACT: MARK GABAY

PREPARED BY:
RGA, OFFICE OF ARCHITECTURAL DESIGN
15231 ALTON PARKWAY
SUITE 100
IRVINE, CA. 92618
CONTACT: MIKE GILL

VICINITY MAP:



RGA
Office of Architectural Design
15231 Alton Parkway, Suite 100
Irvine, CA 92618
T 949-341-0920
FX 949-341-0922

CONSULTANT

PROFESSIONAL SEALS

VINCENT AVENUE INDUSTRIAL BUILDING

MANNING PIT
VINCENT AVENUE
CITY OF IRWINDALE, CA

CHARLES COMPANY
9034 WEST SUNSET BLVD
WEST HOLLYWOOD, CA 90069
CONTACT: MARK GABAY
310-247-0900

CD		
BID		
PC		
DD		
SD	11/22/2017	SCHEMATIC DESIGN
MARK	DATE	DESCRIPTION

RGA PROJECT NO:	16175.00
OWNER PROJECT NO:	00000.00
CAD FILE NAME:	16175-00-A1-1P
DRAWN BY:	CF
CHK'D BY:	DR

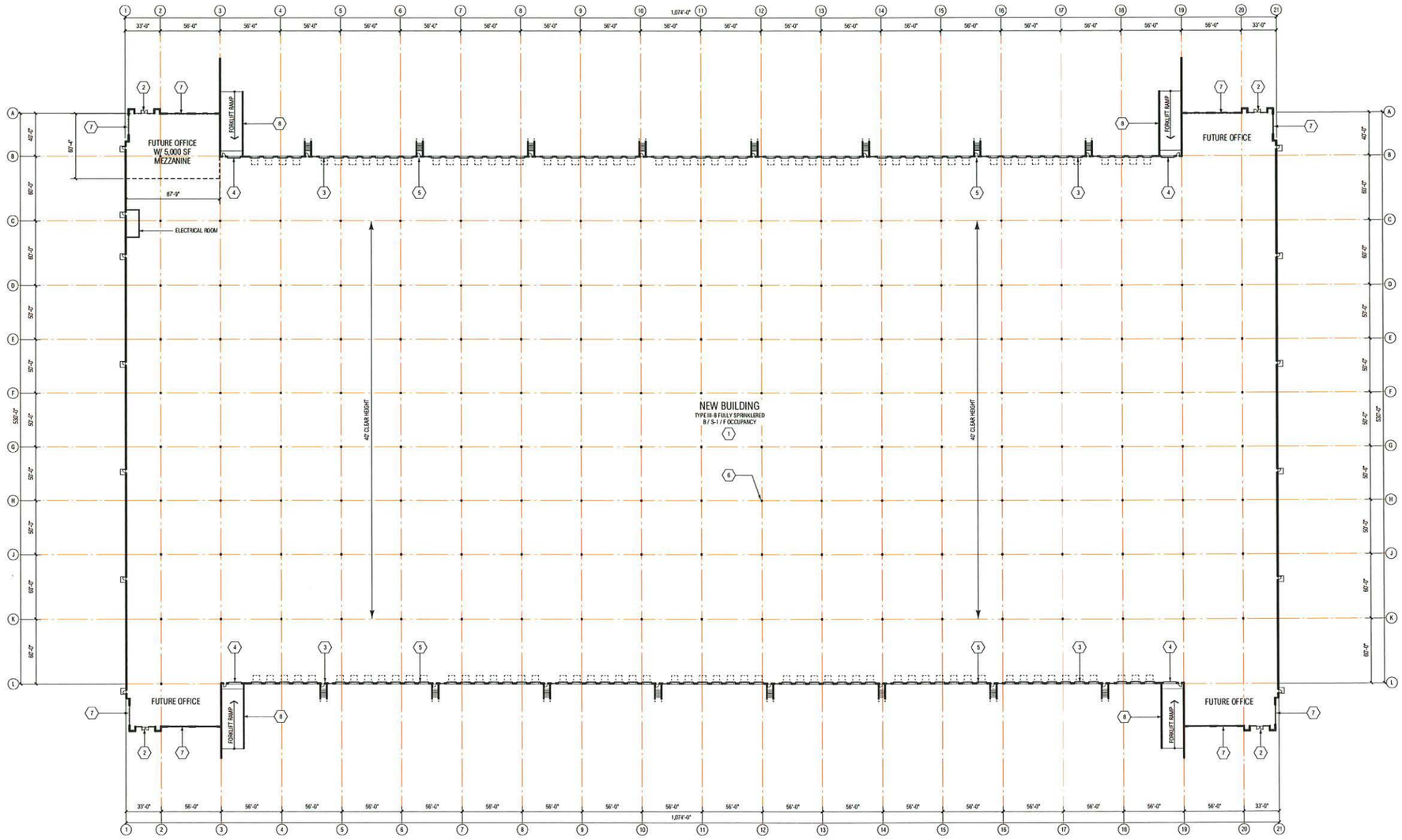
COPYRIGHT
RGA, OFFICE OF ARCHITECTURAL DESIGN

SHEET TITLE
SITE PLAN

SHEET: A1-1P

KEYNOTES

1. PAINTED CONCRETE TILT-UP WAREHOUSE / OFFICE FACILITY.
2. PRIMARY BUILDING ENTRANCE.
3. PAINTED 9' X 10' DOCK HIGH METAL TRUCK DOORS.
4. PAINTED 12' X 14' GRADE LEVEL METAL TRUCK DOORS.
5. PAINTED 3' X 7' METAL ACCESS MAN DOORS.
6. STRUCTURAL BUILDING COLUMN.
7. STOREFRONT: GLAZING SET IN CLEAR ANODIZED ALUMINUM 2" X 4 1/4" MIN. OFF-SET GLAZING SYSTEM
8. CONCRETE TILT-UP SCREEN WALL. PAINT TO MATCH BUILDING.



FLOOR PLAN

SCALE: 1" = 40'-0"

RGA
Office of Architectural Design
15231 Alton Parkway, Suite 100
Irvine, CA 92618
T 949-341-0920
FX 949-341-0922

CONSULTANT

PROFESSIONAL SEALS

VINCENT AVENUE
INDUSTRIAL BUILDING

MANNING PIT
VINCENT AVENUE
CITY OF IRWINDALE, CA

CHARLES COMPANY
9034 WEST SUNSET BLVD
WEST HOLLYWOOD, CA 90069
CONTACT: MARK GABAY
310-247-0900

MARK	DATE	DESCRIPTION
SD	11/22/2017	SCHEMATIC DESIGN
DD		
PC		
BID		
CD		

REA PROJECT NO:	16175.00
OWNER PROJECT NO:	00000.00
CAD FILE NAME:	16175-00-A2-1P
DRAWN BY:	CF
CHK'D BY:	DR

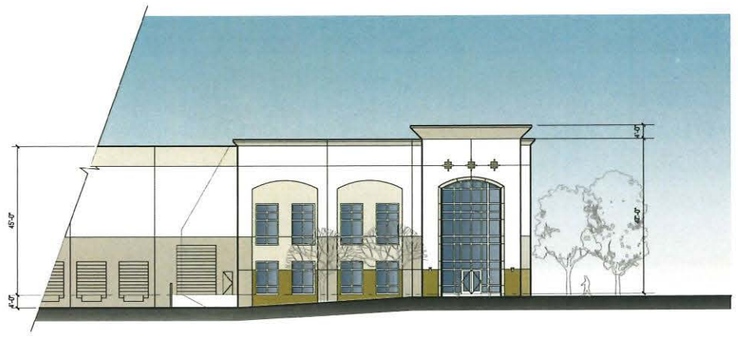
COPYRIGHT
REA, OFFICE OF ARCHITECTURAL DESIGN

SHEET TITLE
FLOOR PLAN

SHEET: A2-1P



SOUTH ELEVATION
SCALE: 1" = 30'-0"



PARTIAL EAST ELEVATION
SCALE: 1/16" = 1'-0"



EAST ELEVATION
SCALE: 1" = 30'-0"



NORTH ELEVATION
SCALE: 1" = 30'-0"

KEYNOTES

1. PRIMARY ENTRANCE.
2. PAINTED 12' WIDE X 15' HIGH LEVEL VERTICAL LIFT TRUCK DOOR.
3. PAINTED 9' WIDE X 10' HIGH VERTICAL LIFT TRUCK DOOR.
4. 3' X 7' PAINTED METAL MAN DOOR.
5. TYPICAL 2" WIDE X 3/4" DEEP HORIZONTAL / VERTICAL REVEAL.
6. BLUE GLASS IN ANODIZED ALUMINUM STOREFRONT FRAME SYSTEM.
7. PAINTED CONCRETE TILT-UP EXTERIOR WALL CONSTRUCTION.
8. PROPOSED FUTURE TENANT SIGNAGE LOCATION TO BE APPROVED UNDER A SEPARATE PERMIT.
9. DOWNSPOUTS ON THE EAST & WEST ELEVATIONS SHALL BE EXTERNAL AND PAINTED TO MATCH THE BUILDING.
10. PAINTED CONCRETE TILT-UP SCREEN WALL (ADJACENT TO OFFICE PODS ONLY) WITH REVEAL SCORES.

FINISH SCHEDULE

1. FIELD COLOR - KI TREASURED MOMENT A1849
2. ACCENT COLOR - KI FOSSIL GREY A1836
3. ACCENT COLOR - KI LAS CAUX CAVE A1859
4. ACCENT COLOR - KI COURTYARD STONE A1874
5. GLAZING - SEE KEYNOTE 5 - PPG VISTACOOL PACIFICA REFLECTIVE #2.



WEST ELEVATION
SCALE: 1" = 30'-0"

RGA
Office of Architectural Design
15231 Alton Parkway, Suite 100
Irvine, CA 92618
T 949-341-0920
FX 949-341-0922

CONSULTANT

PROFESSIONAL SEALS

VINCENT AVENUE INDUSTRIAL BUILDING

MANNING PIT
VINCENT AVENUE
CITY OF IRWINDALE, CA

CHARLES COMPANY
9034 WEST SUNSET BLVD
WEST HOLLYWOOD, CA 90069
CONTACT: MARK GABAY
310-247-0900

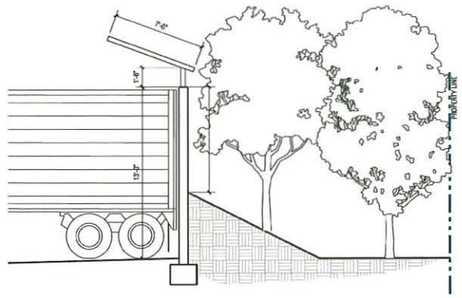
MARK	DATE	DESCRIPTION
CD		
BID		
PC		
DD		
SD	11/22/2017	SCHEMATIC DESIGN

RGA PROJECT NO:	16175.00
OWNER PROJECT NO:	00000.00
CAD FILE NAME:	16175-00-A3-1P
DRAWN BY:	CF
CHK'D BY:	DR

COPYRIGHT
RGA, OFFICE OF ARCHITECTURAL DESIGN

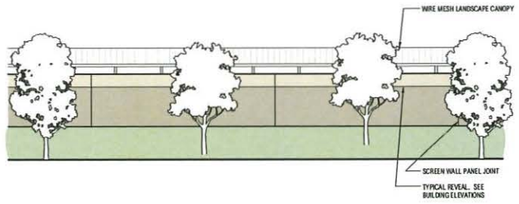
SHEET TITLE
ELEVATIONS

SHEET: A3-1P



SCREENWALL SECTION

SCALE: 1/4" = 1'-0"



SCREENWALL BLOW-OUT

SCALE: 1/8" = 1'-0"

KEYNOTES

1. PRIMARY ENTRANCE.
2. PAINTED 12' WIDE X 15' HIGH LEVEL VERTICAL LIFT TRUCK DOOR.
3. PAINTED 9' WIDE X 10' HIGH VERTICAL LIFT TRUCK DOOR.
4. 3' X 7' PAINTED METAL MAN DOOR.
5. TYPICAL 2" WIDE X 3/4" DEEP HORIZONTAL / VERTICAL REVEAL.
6. BLUE GLASS IN ANODIZED ALUMINUM STOREFRONT FRAME SYSTEM.
7. PAINTED CONCRETE TILT-UP EXTERIOR WALL CONSTRUCTION.
8. PROPOSED FUTURE TENANT SIGNAGE LOCATION TO BE APPROVED UNDER A SEPARATE PERMIT.
9. DOWNSPOUTS ON THE EAST & WEST ELEVATIONS SHALL BE EXTERNAL AND PAINTED TO MATCH THE BUILDING.
10. PAINTED CONCRETE TILT-UP SCREEN WALL (ADJACENT TO OFFICE PODS ONLY) WITH REVEAL SCORES.

FINISH SCHEDULE

1. FIELD COLOR - KI TREASURED MOMENT A1849
2. ACCENT COLOR - KI FOSSIL GREY A1836
3. ACCENT COLOR - KI LAS CAUX CAVE A1859
4. ACCENT COLOR - KI COURTYARD STONE A1874
5. GLAZING - SEE KEYNOTE 5 - PPG VISTACOOL PACIFICA REFLECTIVE #2.



EAST ELEVATION - WITH SCREEN WALL

SCALE: 1" = 30'-0"



EAST ELEVATION - WITHOUT SCREEN WALL

SCALE: 1" = 30'-0"

RGA
Office of Architectural Design
15231 Alton Parkway, Suite 100
Irvine, CA 92618
T 949-341-0920
FX 949-341-0922

CONSULTANT

PROFESSIONAL SEALS

VINCENT AVENUE
INDUSTRIAL BUILDING

MANNING PIT
VINCENT AVENUE
CITY OF IRWINDALE, CA

CHARLES COMPANY
9034 WEST SUNSET BLVD
WEST HOLLYWOOD, CA 90069
CONTACT: MARK GABAY
310-247-0900

MARK	DATE	DESCRIPTION
SD	11/22/2017	SCHEMATIC DESIGN
DD		
PC		
BID		
CD		

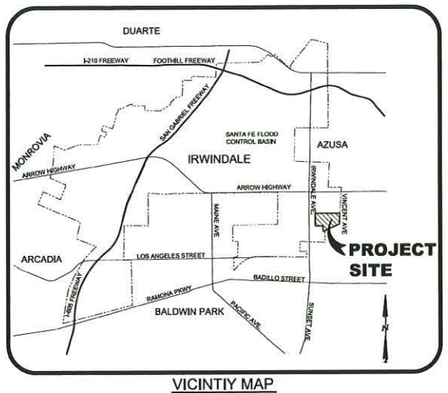
RGA PROJECT NO:	16175.00
OWNER PROJECT NO:	00000.00
CAD FILE NAME:	16175-00-A3-2P
DRAWN BY:	MG
CHK'D BY:	DR

COPYRIGHT
RGA, OFFICE OF ARCHITECTURAL DESIGN

SHEET TITLE
SCREENWALL ELEVATIONS

SHEET: A3-2P

PRELIMINARY ENGINEERING PLANS
FOR
VINCENT AVENUE INDUSTRIAL BUILDING
IRWINDALE, CA



VICINTIY MAP
N.T.S.

SHEET INDEX

SHEET NO.	SHEET TITLE
C-101	CONCEPTUAL GRADING & DRAINAGE PLAN
C-102	CONCEPTUAL UTILITY PLAN
C-103	SECTIONS
C-104	HYDROLOGY/ BMP'S/ LID EXHIBIT

LEGAL DESCRIPTION

LOT 2 OF LOT LINE ADJUSTMENT NO. 01-2015 IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED ON JULY 25, 2016 AS DOCUMENT NUMBER 20160805675 AT THE RECORDER'S OFFICE OF SAID COUNTY.

SUMMARY NOTES:

AREA
GROSS: ±25.22 ACRES (1,098,566 SF)
NET: ±25.22 ACRES (1,098,566 SF)

FLOOR AREA
GROSS: ±540,447 SF

DENSITY (FLOOR AREA RATIO)
±44.8%

LOT COVERAGE RATIO
±50.0%

LANDSCAPE COVERAGE RATIO
10.0%

USE - INDUSTRIAL WAREHOUSE BUILDING
GROUND FLOOR: ±526,260 SF
MEZZANINE: ±14,187 SF

PARKING SPACES
REQUIRED: 182 STALLS
PROVIDED: 208 STALLS

ON-SITE NOTES

1. PROPOSED AC PAVEMENT
2. PROPOSED PCC PAVEMENT
3. PROPOSED CONCRETE SIDEWALK
4. PROPOSED 6" PCC CURB ONLY
5. PROPOSED 6" PCC CURB & GUTTER
6. NOT USED
7. PROPOSED ACCESSIBILITY CURB RAMP
8. PROPOSED CONCRETE CHANNEL (W=2') W/ RIP RAP @ OUTLET
9. PROPOSED 1.5' WIDE CLOSED CONCRETE CULVERT
10. NOT USED
11. PROPOSED 8' HIGH TUBE STEEL FENCE
12. PROPOSED BIO-RETENTION BASIN
13. PROPOSED 13' HIGH CONCRETE SCREEN/RETAINING WALL
14. PROPOSED TRASH ENCLOSURE (BY OTHERS)
15. PROPOSED 4" STORM DRAIN CURB OPENING

LEGEND

- PROPOSED STORM DRAIN
- PROPOSED STORM DRAIN CMP
- PROPOSED SEWER
- PROPOSED WATER
- PROPOSED FIREWATER
- EXISTING STORM DRAIN – RCP
- EXISTING SEWER
- EXISTING WATER
- EXISTING ELECTRICAL OVER-HEAD
- EXISTING GAS
- ASPHALT PAVEMENT
- PCC PAVEMENT (ACCESS DRIVE AISLE, CAG)
- PCC PAVEMENT (SIDEWALK)
- LANDSCAPE
- PROPOSED WQ TREATMENT AREA

SCALE: 1" = 50'

RGA
Office of Architectural Design
15231 Alton Parkway, Suite 100
Irvine, CA 92618
T 949-341-0929
FX 949-341-0922

PLAN PREPARED BY:
WestLAND Group, Inc. Land Surveyors • Civil Engineers • GIS
4150 CONCOURS, SUITE 100
ONTARIO, CA 91764
TEL: 909-989-9789
FAX: 909-989-9660

PREPARED UNDER THE SUPERVISION OF:
GLENN MATTHEW CHUNG RCE 62794 DATE:

REGISTERED PROFESSIONAL ENGINEER — GLEN MATTHEW CHUNG — No.62794 Exp. 6/30/2018 — CIVIL — STATE OF CALIFORNIA

CITY OF IRWINDALE

VINCENT AVENUE INDUSTRIAL BUILDING

MANNING PIT
VINCENT AVENUE
CITY OF IRWINDALE, CA

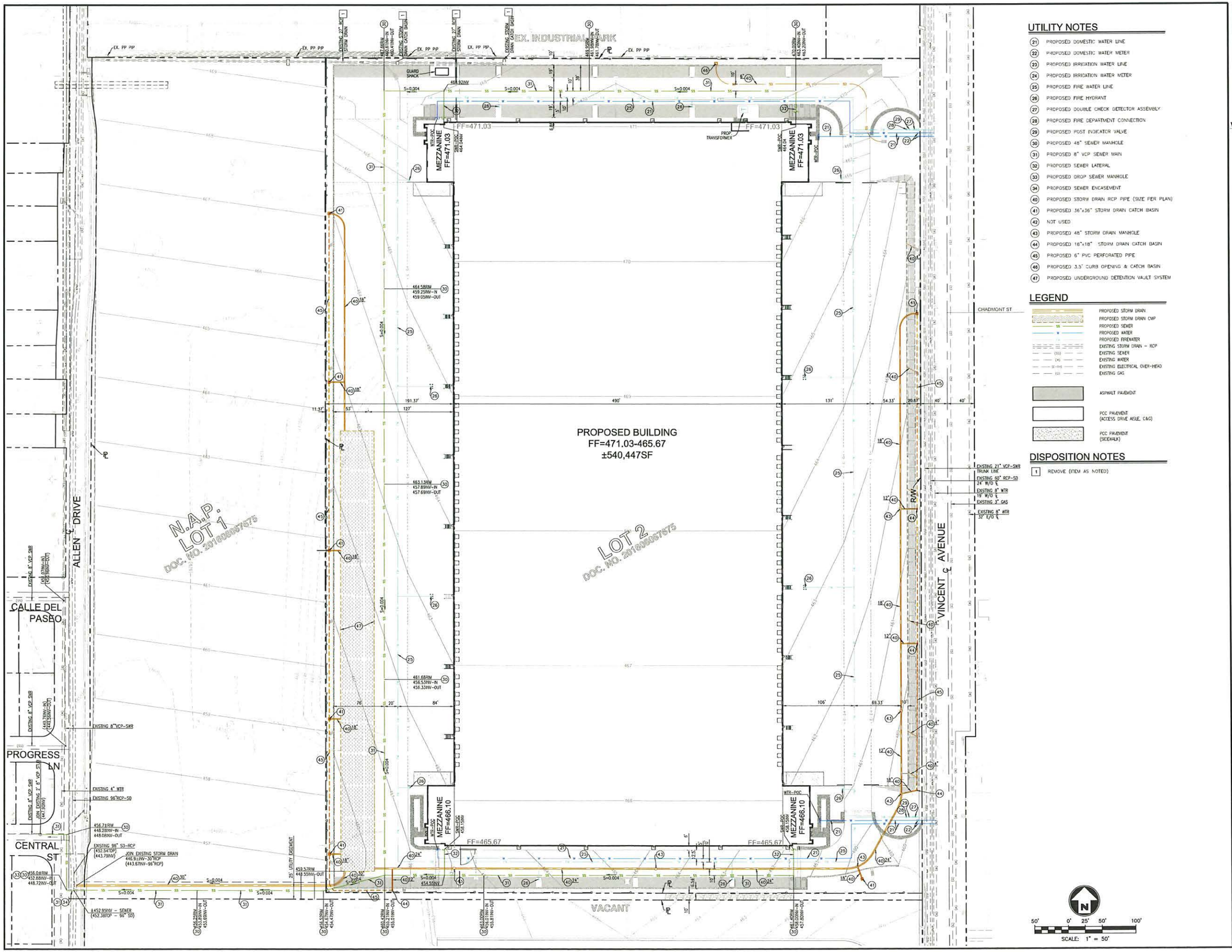
CHARLES COMPANY
9034 WEST SUNSET BLVD
WEST HOLLYWOOD, CA 90069
CONTACT: MARK GABAY
310-247-0900

MARK	DATE	DESCRIPTION

WLG PROJECT NO: 2016-230
OWNER PROJECT NO: 00000.00
CAD FILE NAME:
DRAWN BY: WLG
CHK'D BY: JG
COPYRIGHT
RGA, OFFICE OF ARCHITECTURAL DESIGN
SHEET TITLE
CONCEPTURAL GRADING AND DRAINAGE PLAN

SHEET: C-101

P:\Year_2016\2016-230 Proposed Industrial Building – Manning Pit – Irwindale\05 Engineering\Sheets\ENTITLEMENTS\2016-230_CC101 – Conceptual Grading & Drainage.dwg



UTILITY NOTES

21. PROPOSED DOMESTIC WATER LINE
22. PROPOSED DOMESTIC WATER METER
23. PROPOSED IRRIGATION WATER LINE
24. PROPOSED IRRIGATION WATER METER
25. PROPOSED FIRE WATER LINE
26. PROPOSED FIRE HYDRANT
27. PROPOSED DOUBLE CHECK DETECTOR ASSEMBLY
28. PROPOSED FIRE DEPARTMENT CONNECTION
29. PROPOSED POST INDICATOR VALVE
30. PROPOSED 48" SEWER MANHOLE
31. PROPOSED 8" VCP SEWER MAIN
32. PROPOSED SEWER LATERAL
33. PROPOSED DROP SEWER MANHOLE
34. PROPOSED SEWER ENCASEMENT
40. PROPOSED STORM DRAIN RCP PIPE (SIZE PER PLAN)
41. PROPOSED 36"x36" STORM DRAIN CATCH BASIN
42. NOT USED
43. PROPOSED 48" STORM DRAIN MANHOLE
44. PROPOSED 18"x18" STORM DRAIN CATCH BASIN
45. PROPOSED 6" PVC PERFORATED PIPE
46. PROPOSED 3.5' CURB OPENING & CATCH BASIN
47. PROPOSED UNDERGROUND DETENTION VAULT SYSTEM

LEGEND

- PROPOSED STORM DRAIN
- PROPOSED STORM DRAIN CMP
- PROPOSED SEWER
- PROPOSED WATER
- PROPOSED FIREWATER
- EXISTING STORM DRAIN - RCP
- EXISTING SEWER
- EXISTING WATER
- EXISTING ELECTRICAL OVER-HEAD
- EXISTING GAS
- ASPHALT PAVEMENT
- PCC PAVEMENT (ACCESS DRIVE AISLE, C&G)
- PCC PAVEMENT (SIDEWALK)

DISPOSITION NOTES

1. REMOVE (ITEM AS NOTED)

RGA
Office of Architectural Design
15231 Alton Parkway, Suite 103
Irvine, CA 92618
T 949-341-0929
FX 949-341-0922

PLAN PREPARED BY:
WestLAND Group, Inc. Land Surveyors • Civil Engineers • GIS
4150 CONCOURS, SUITE 100
ONTARIO, CA 91764
TEL: 909-989-9789
FAX: 909-989-9660

PREPARED UNDER THE SUPERVISION OF:
GLENN MATTHEW CHUNG RCE 62794 DATE

REGISTERED PROFESSIONAL ENGINEER GLENN MATTHEW CHUNG No.62794 Exp. 6/30/2018 CIVIL STATE OF CALIFORNIA

CITY OF IRWINDALE

VINCENT AVENUE INDUSTRIAL BUILDING

MANNING PIT
VINCENT AVENUE
CITY OF IRWINDALE, CA

CHARLES COMPANY
9034 WEST SUNSET BLVD
WEST HOLLYWOOD, CA 90069
CONTACT: MARK GABAY
310-247-0900

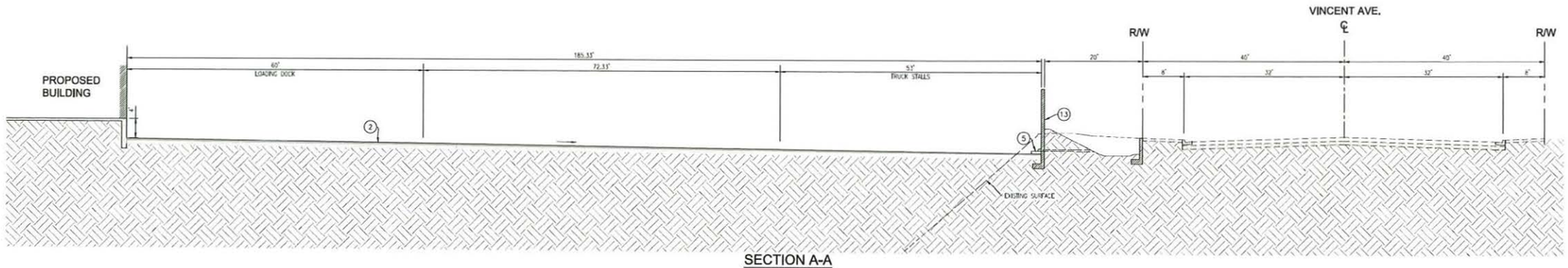
MARK	DATE	DESCRIPTION

WLG PROJECT NO: 2016-230
OWNER PROJECT NO: 00000.00
CAD FILE NAME:
DRAWN BY: WLG
CHK'D BY: JC
COPYRIGHT
RGA, OFFICE OF ARCHITECTURAL DESIGN

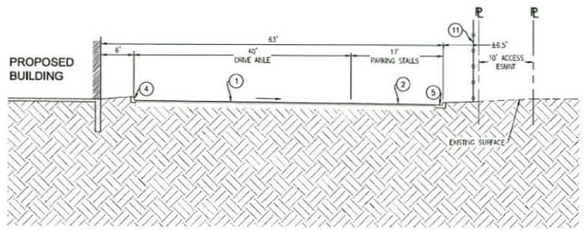
SHEET TITLE
CONCEPTUAL UTILITY AND DRAINAGE PLAN

SHEET: C-102

P:\Year_2016\2016-230 Proposed Industrial Building - Manning Pit - Irwindale\05 Engineering\Sheets\ENTITLEMENTS\2016-230_CC102 - Conceptual Utility Plan.dwg



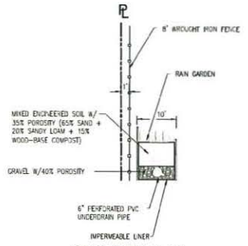
SECTION A-A
NTS



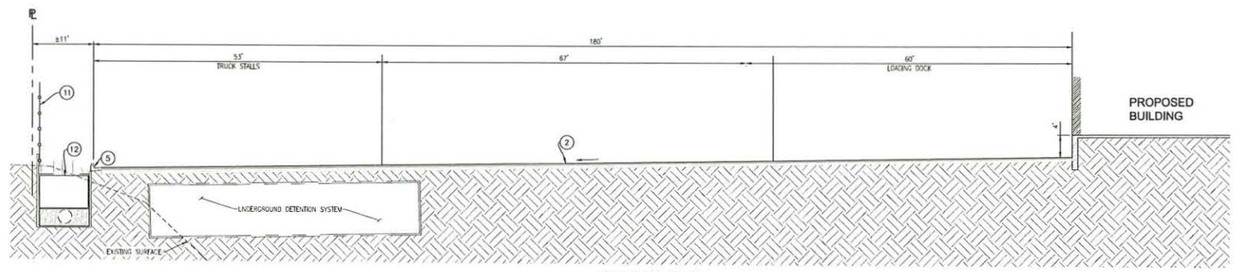
SECTION B-B
NTS

ON-SITE NOTES

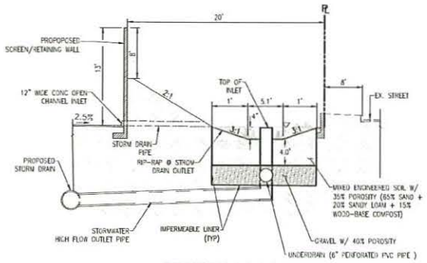
1. PROPOSED AC PAVEMENT
2. PROPOSED PCC PAVEMENT
4. PROPOSED 6" PCC CURB ONLY
5. PROPOSED 6" PCC CURB & GUTTER
11. PROPOSED 8' HIGH TUBE STEEL FENCE
12. PROPOSED BIO-RETENTION BASIN
13. PROPOSED 1.5' HIGH CONCRETE SCREEN/RETAINING WALL



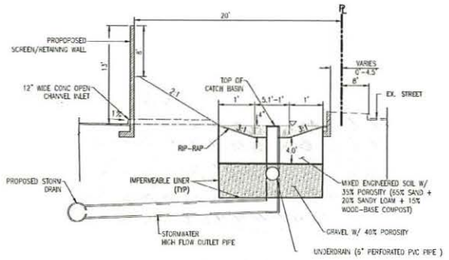
SECTION C1-C1
RAIN GARDEN
NOT TO SCALE



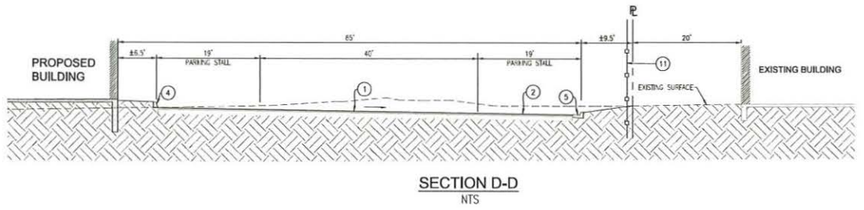
SECTION C-C
NTS



SECTION A1-A1
RAIN GARDEN
NOT TO SCALE



SECTION A2-A2
RAIN GARDEN
NOT TO SCALE



SECTION D-D
NTS

RGA
Office of Architectural Design
15231 Alton Parkway, Suite 103
Irvine, CA 92618
T 949-341-0920
FX 949-341-0922

PLAN PREPARED BY:
WestLAND Group, Inc. Land Surveyors • Civil Engineers • GIS
4150 CONCOURS, SUITE 100
ONTARIO, CA 91764
TEL: 909-989-9789
FAX: 909-989-9660

PREPARED UNDER THE SUPERVISION OF:
GLENN MATHER CIVIL RCE 62794 DATE:

REGISTERED PROFESSIONAL ENGINEER GLENN MATHER No.62794 Exp. 6/30/2018 CIVIL STATE OF CALIFORNIA

CITY OF IRWINDALE

VINCENT AVENUE
INDUSTRIAL BUILDING

MANNING PIT
VINCENT AVENUE
CITY OF IRWINDALE, CA

CHARLES COMPANY
9034 WEST SUNSET BLVD
WEST HOLLYWOOD, CA 90069
CONTACT: MARK GABAY
310-247-0900

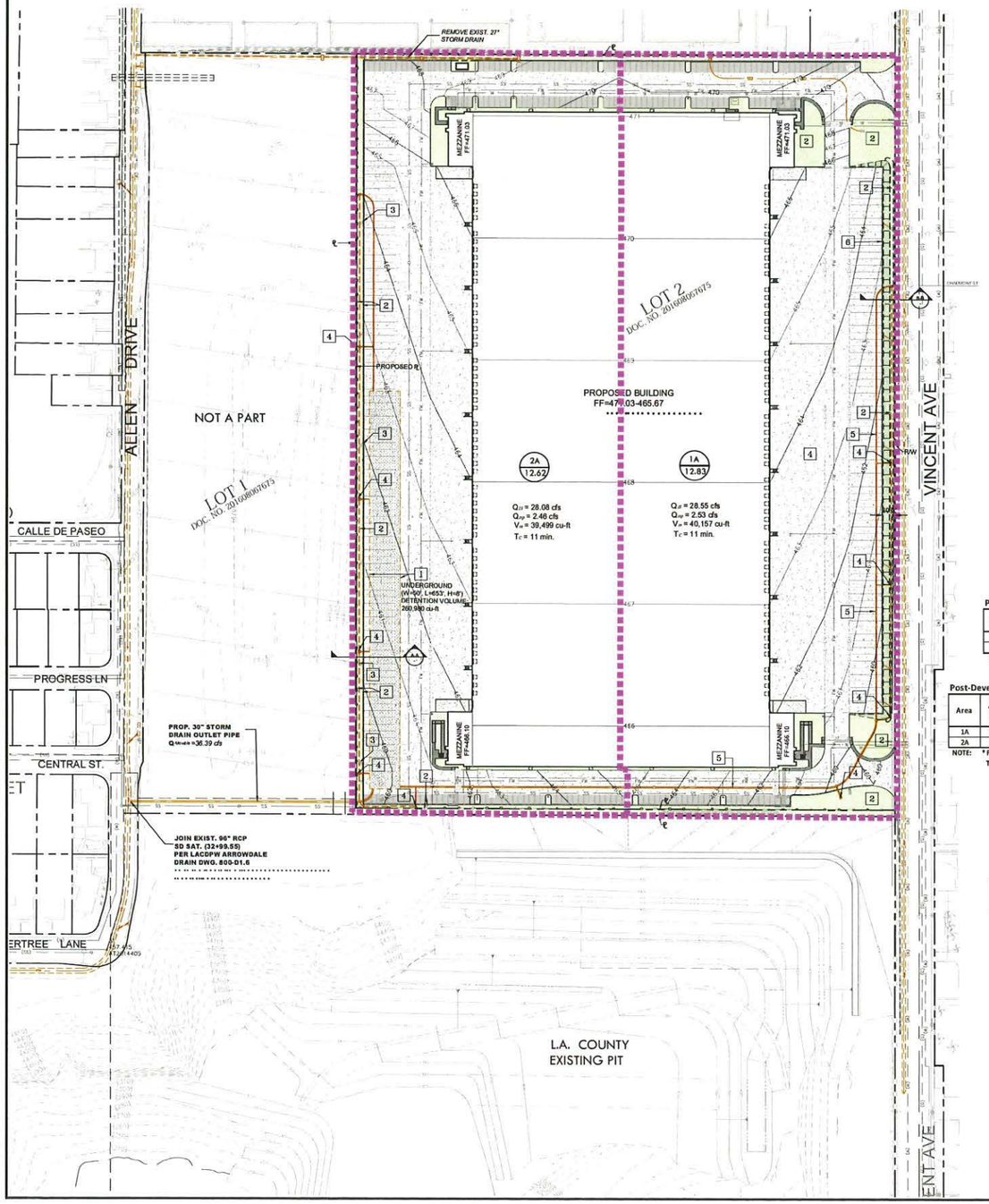
MARK	DATE	DESCRIPTION

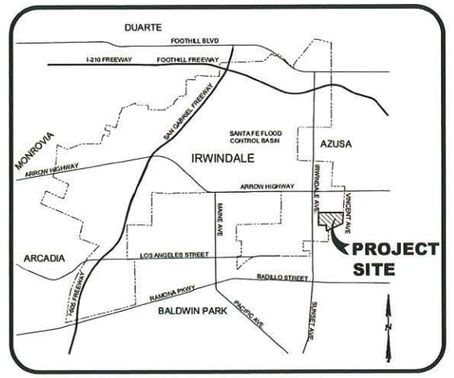
WLG PROJECT NO:	2016-230
OWNER PROJECT NO:	00000.00
CAD FILE NAME:	
DRAWN BY:	WLG
CHK'D BY:	JG
COPYRIGHT:	
	RGA, OFFICE OF ARCHITECTURAL DESIGN
SHEET TITLE:	
	SECTIONS

SHEET: C-103

P:\Vcw_2016\2016-230 Proposed Industrial Building - Manning Pit - Irwindale\05 Engineering\Sheets\ENTITLEMENTS\2016-230_C0103 - Sections.dwg

CITY OF IRWINDALE
HYDROLOGY/ BMP'S/ LID EXHIBIT
FOR
VINCENT AVENUE INDUSTRIAL BUILDING
IRWINDALE, CA





VICINITY MAP
N.T.S.

LEGEND

- DRAINAGE AREA BOUNDARY
- FLOW DIRECTION
- LONGEST WATERCOURSE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING INLET CATCH BASIN
- PROPOSED INLET CATCH BASIN W/ FILTER INSERT
- 2A / X.XX — DRAINAGE AREA NUMBER / AREA ACREAGE (AC)
- PROPOSED RAIN GARDEN AREA
- PROPOSED LANDSCAPED AREA

A=4.2 AC — TOTAL DRAINAGE AREA
Q_{25} = 15.0 cfs — 25-YEAR STORM PEAK FLOW RATE
Q_{WQ} = 6.9 cfs — STORMWATER TREATMENT PEAK FLOW RATE
V_m = 4567 cu-ft — STORMWATER TREATMENT VOLUME

HYDROLOGY INFORMATION

SITE AREA:	25.45 ACRE	
SOIL NUMBER:	008	
IMPERVIOUS:	91%	(PROPOSED CONDITION)
ISOHYET:	7.1"	(50-YEAR, 24-HOUR)
	6.23"	(25-YEAR, 24-HOUR)
FREQUENCY:	25 YEAR STORM	
LID:	1.05"	(85th PERCENTILE, 24-HOUR)
METHOD:	LOS ANGELES COUNTY HYDROLOGY MANUAL RATIONAL METHOD (2006)	

DRAINAGE NOTES:

1. PROPOSED UNDERGROUND DETENTION SYSTEM
2. PROPOSED BIO-RETENTION
3. PROPOSED 12" CURB OPENING
4. PROPOSED CATCH BASIN WITH FILTER INSERT
5. PROPOSED STORM DRAIN PIPE
6. PROPOSED UNDER DRAIN

NOTE: ALL ON-SITE STORM DRAIN/ BMP's & LID TO BE MAINTAINED BY OWNER

Post-Development Hydrology Summary Table:

Area	Area (ac)	length (ft)	Slope	Depth (in)	Impervious ness	Soil No.	Tc (min)	Q25 (cfs)	Total Q25 (cfs)
1A	12.83	1055	0.0095	7.1	0.91	84	11	28.55	
2A	12.62	1092	0.0092	7.1	0.91	84	11	28.08	56.63
Total:	25.45								Allowable Q = 36.39 cfs

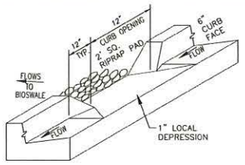
Post-Development LID Summary Table:

Area	Area (ac)	length (ft)	Slope	Depth (in)	Impervious ness	Soil No.	Tc (min)	Q_{mp} (cfs)	V_m (cu-ft)	Rain Garden Volume: V (cu-ft)
1A	12.83	1055	0.0095	7.1	0.91	84	11	2.53	40,157	41,688
2A	12.62	1092	0.0092	7.1	0.91	84	11	2.46	39,499	39,500

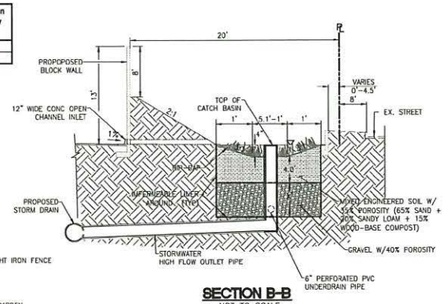
NOTE: * RUNOFF THROUGH RAINGARDEN, HIGH FLOW CLLECTED INTO CATCH BASINS WITH FILTER INSERTS, THROUGH STORM DRAIN PIPE DRAINS TO THE UNDERGROUND CMP DETENTION SYSTEM

BEST MANAGEMENT PRACTICES (BMP's) LIST

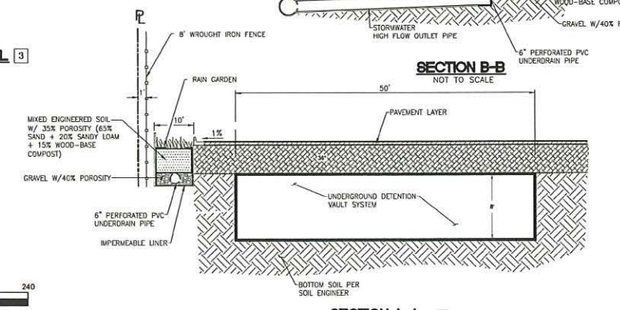
1. USE LANDSCAPED AREA (BIO-RETENTION) TO TREAT STORMWATER TREATMENT RUNOFF
2. ALL CATCH BASINS AND INLETS SHALL BE STENCILED WITH "WARNING! DRAINS TO OCEAN" NOTES & SYMBOLS PER NPDES BMP STANDARDS OR AS APPROVED BY D.P.W.
3. RUNOFF FROM SITE SHALL BE COLLECTED INTO CATCH BASINS WITH FILTER INSERTS, THROUGH PIPE DRAINS TO THE THE PROPOSED UNDERGROUND DETENTION SYSTEM THEN OUTLET TO THE EXISTING STORM DRAIN PIPE
4. DIRECT ROOFTOP RUNOFF TO THE YARDS OR VEGETATED AREAS



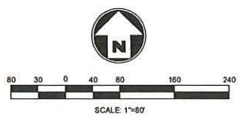
CURB OPENING DETAIL 3
NOT TO SCALE



SECTION B-B
NOT TO SCALE



SECTION A-A 1
NOT TO SCALE



RGA
Office of Architectural Design
15231 Alton Parkway, Suite 100
Irvine, CA 92618
T 949-341-0920
FX 949-341-0922

PLAN PREPARED BY:
WestLAND Group, Inc. Land Surveyors • Civil Engineers • GIS
4150 CONCOURS, SUITE 100
ONTARIO, CA 91764
TEL: 909-989-9789
FAX: 909-989-9660

PREPARED UNDER THE SUPERVISION OF:
GLENN MATTHEW CHUNG RCE: 62794 DATE:

REGISTERED PROFESSIONAL ENGINEER GLENN MATTHEW CHUNG No.62794 Exp. 6/30/2018 CIVIL STATE OF CALIFORNIA

CITY OF IRWINDALE

VINCENT AVENUE INDUSTRIAL BUILDING

MANNING PIT
VINCENT AVENUE
CITY OF IRWINDALE, CA

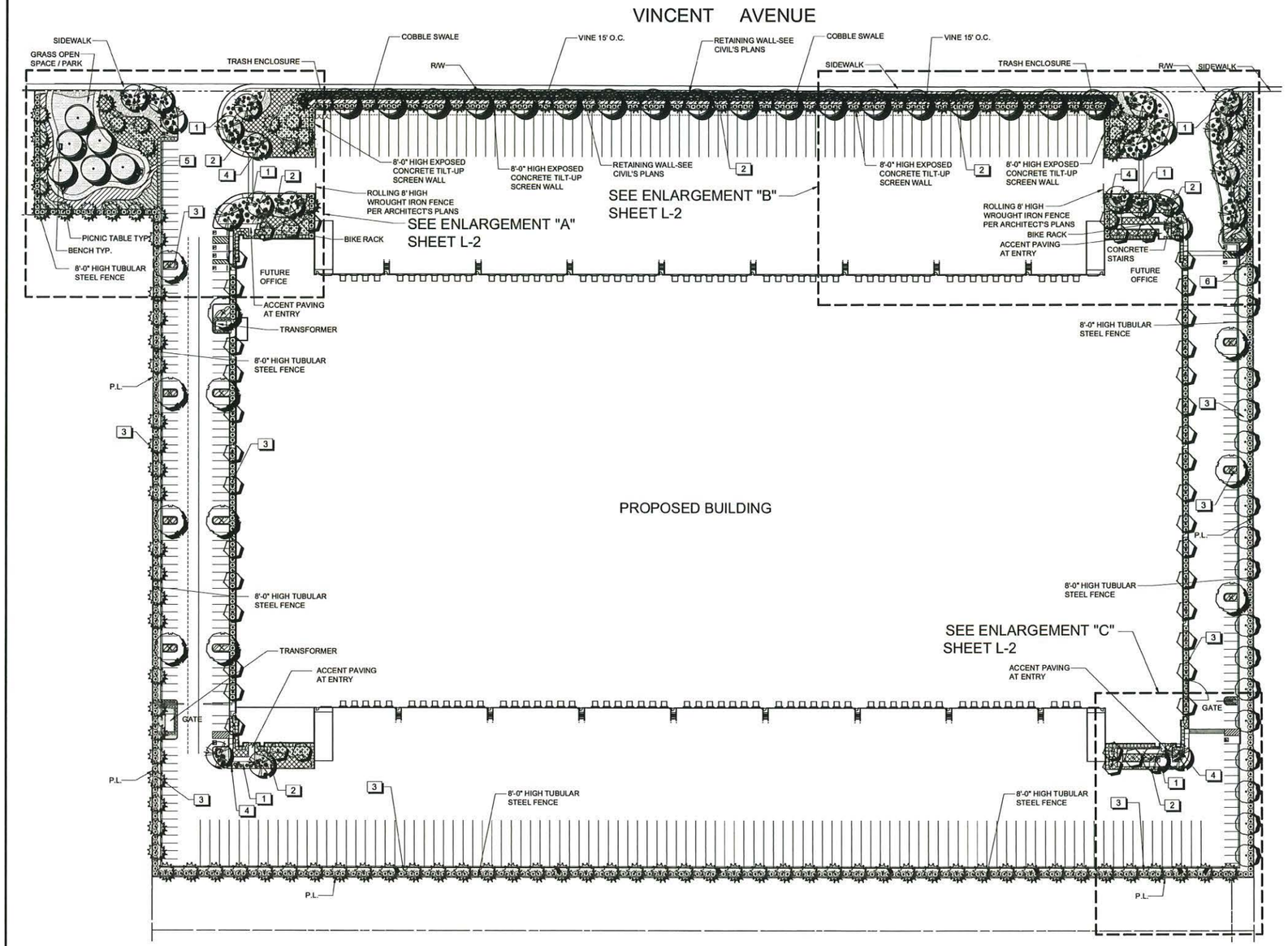
CHARLES COMPANY
9034 WEST SUNSET BLVD
WEST HOLLYWOOD, CA 90069
CONTACT: MARK GABAY
310-247-0900

MARK	DATE	DESCRIPTION

WLG PROJECT NO: 2016-230
OWNER PROJECT NO: 00000.00
CAD FILE NAME:
DRAWN BY: WLG
CHK'D BY: JC
COPYRIGHT
RGA, OFFICE OF ARCHITECTURAL DESIGN
SHEET TITLE
HYDROLOGY/ BMPS/ LID EXHIBIT

SHEET: C-104

P:\Proj_2016\2016-230 Proposed Industrial Building – Manning Pit – Irwindale\05 Engineering\Reports\Hydrology\2016-230_Hydrology.dwg



PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	WUCOLS	QTY
	Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	36"box	Low	24
	Pinus eldarica / Afghan Pine	15 gal	Low	66
	Pinus eldarica / Afghan Pine SIZE - 24" BOX - WATER USE - WULCOL - LOW	24"box	Low	44
	Platanus x acerifolia / London Plane Tree	24"box	Med	24
	Quercus virginiana / Southern Live Oak	24"box	Low	12
	Rhus lancea / African Sumac	24"box	Low	16
	Tristania conferta / Brisbane Box	24"box	Med	40

CONCEPT PLANT SCHEDULE

ACCENT PLANTING / HEDGE SCREEN - 5 GAL - MED WATER
Buxus microphylla japonica 'Green Beauty' / Green Beauty Boxwood - Space 30" o.c.
Ligustrum texanum / Texas Privet - Space 3'-6" o.c.
Nandina domestica / Heavenly Bamboo- Space 3' o.c.
Phormium tenax 'Amazing Red' / Dwarf Red Flax
Podocarpus gracilior 'Columi' / Fern Pine - Space 4' o.c.
Rhaphiolepis indica 'Jack Evans' / Indian Hawthorn - 5 gal. Space 4' o.c.
Rosa floribunda 'Iceberg' / Iceberg Rose
Xylosma congestum / Shiny Xylosma - Space 4' o.c.

GRASSES - LOW WATER - 5 GAL
Muhlenbergia capillaris / Pink Muhly - Space 4' o.c.
Muhlenbergia lindheimeri 'Autumn Glow' TM / Lindheimer's Muhly Space 4' o.c.
Pennisetum 'Fairy Tails' / Fairy Tails Fountain Grass

LARGE ACCENT SHRUBS - 5 GAL - LOW WATER
Agave americana / Century Plant - Space 6' o.c.
Agave americana 'Marginata' / Variegated Century Plant - Space 6' o.c.

LARGE SCALE FOUNDATION SHRUB - 5 GAL - LOW WATER
Callistemon citrinus / Lemon Bottlebrush Shrub- Space 5' o.c.
Dodonaea viscosa 'Purpurea' / Purple Leafed Hopseed Bush
Heteromeles arbutifolia / Toyon - Space 6' o.c.
Nerium oleander / Oleander
Umbellularia californica / California Laurel - Space 5' o.c.

SMALL SCALE FOUNDATION PLANTING - 5 GAL - LOW WATER
Arbutus unedo / Strawberry Tree Shrub - Space 5' o.c.
Elaeagnus pungens / Silverberry
Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger
Nerium oleander 'Petite Pink' / Petite Pink Oleander - Space 4' o.c.
Westringia fruticosa / Coast Rosemary - Space 4' o.c.

SMALLER ACCENT SHRUBS - 5 GAL - LOW WATER
Agave attenuata / Agave - Space 4' o.c.
Anigozanthos flavidus 'Big Red' / Red Kangaroo Paw - Space 3' o.c.
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw - Space 3' o.c.
Bougainvillea x 'Rosenka' / Rosenka Bougainvillea
Callistemon citrinus 'Little John' / Dwarf Bottle Brush
Lantana x 'New Gold' / New Gold Lantana
Leucophyllum frutescens 'Compacta' / Compact Texas Ranger
Muhlenbergia capillaris 'Autumn Blush' / Pink Muhly
Pennisetum 'Fairy Tails' / Fairy Tails Fountain Grass
Salvia greggii 'Furmans Red' / Furman's Red Salvia

VINES FOR SCREENING - 5 GAL
Bougainvillea x 'San Diego Red' / San Diego Red Bougainvillea Trellis
Distictis buccinatoria / Blood Red Trumpet Vine spaced @ 10' o.c.
Macfadyena unguis-cati / Yellow Trumpet Vine spaced @ 10' o.c.

SHRUB PALETTE - LOW WATER USE
Shrubs
Anigozanthos flavidus 'Big Red' / Red Kangaroo Paw - Space 3' o.c.
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw - Space 3' o.c.
Arbutus unedo / Strawberry Tree Shrub - Space 5' o.c.
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Callistemon citrinus 'Little John' / Dwarf Bottle Brush- Space 3' o.c.
Elaeagnus pungens 'Fruitlandii' / Silverberry
Leucophyllum frutescens 'Compacta' / Compact Texas Ranger
Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger
Macfadyena unguis-cati / Yellow Trumpet Vine spaced @ 10' o.c.
Muhlenbergia mucroserma / 2' Ultra Aire
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Nerium oleander 'White' / White Oleander
Pennisetum setaceum 'Rubrum' / Purple Fountain Grass
Rosmarinus officinalis 'Tuscan Blue' / Tuscan Blue Rosemary
Westringia fruticosa / Coast Rosemary - Space 4' o.c.

SHRUB PALETTE - MEDIUM WATER USE
Buxus x 'Green Gem' / Green Gem Boxwood
Ligustrum texanum / Texas Privet - Space 3'-6" o.c.
Nandina domestica / Heavenly Bamboo- Space 3' o.c.
Podocarpus gracilior 'Column' / Fern Pine - Space 4' o.c.
Rhaphiolepis indica 'Clara' / Indian Hawthorn
Rosa floribunda 'Iceberg' / Iceberg Rose
Xylosma congestum / Shiny Xylosma - Space 4' o.c.

GROUND COVER PALETTE - LOW WATER USE - 1 GAL
Acacia redolens 'Desert Carpet' TM / Dark Catclaw
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Baccharis x 'Centennial' / Centennial Coyote Brush
Lantana montevidensis 'New Gold' / Trailing Lantana
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Rosmarinus officinalis 'Huntington Carpet' / Huntington Carpet Rosemary - Space 3' o.c.

GROUND COVER PALETTE - MEDIUM WATER USE - 1 GAL
Dianella tasmanica 'Variegata' / Flax Lily
Hemerocallis x 'Stella' / Yellow Daylily Space 2' o.c.
Rosa x 'Flower Carpet Pink' / Rose Space 3' o.c.
Rosa x 'Flower Carpet Red' / Rose Space 3' o.c.
Trachelospermum jasminoides / Star Jasmine Space 18" o.c.

GRASS - HIGH WATER USE
Festuca arundinacea 'Marathon' / Dwarf Cool Season Turf

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	3" THICK 3/4" - 1" SILVER HAWK GRAVEL OVER WEED BARRIER (ROCK AVAILABLE FROM SOUTHWEST BOULDER - (877) 792-7625)
2	6"-12" RIVER ROCK COBBLE AVAILABLE FROM SOUTHWEST BOULDER
3	3" THICK 3/4" NATURAL COLORED CRUSHED ROCK OVER WEED BARRIER
4	2'-3' BOULDERS TYPICAL - DESERT GOLD - AVAILABLE FROM SOUTHWEST BOULDER & STONE (877) 792-7625
5	6' WIDE X 3" THICK STABILIZED D.G. (MOJAVE GOLD) PATH. CONTRACTOR TO INSTALL WEED BARRIER UNDERNEATH.
6	6"X6" CONCRETE MOW CURB TO SEPARATE SHRUB AREAS FROM GRAVEL

NOTES

1. ALL TREES WITHIN 8'-0" OF HARDSCAPE SHALL BE IN A SHANTOWN LINEAR (WRAP AROUND NOT ALLOWED) ROOT BARRIER 24" HIGH LINEAR ROOT BARRIER SHALL BE CENTERED ON TREE AND EXTEND 8' IN BOTH DIRECTIONS FOR A TOTAL OF 16'.
2. NOTE: CONTRACTOR TO INSTALL CONCRETE MOWCURBS TO DEFINE THE FOLLOWING AREAS BETWEEN GRAVEL AND PLANTING AREAS.
3. NOTE: QUANTITIES AND AREA CALCULATIONS SHOWN IN LEGEND ARE FOR REFERENCE ONLY. CONTRACTOR REPONSIBLE FOR ALL QUANTITY TAKE-OFFS AND AREA CALCULATIONS FOR DETERMINING COST AND DELIVERY OF MATERIALS TO SITE.

SHREDDED MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF SHREDDED COVER MULCH AVAILABLE FROM EARTHWORKS (951) 782-0300

0 50 100 150 feet
1" = 50'

NORTH

LICENSED LANDSCAPE ARCHITECT — BRETT K. FRY — 3419 — Signature — 10/31/18 — Renewal Date — STATE OF CALIFORNIA

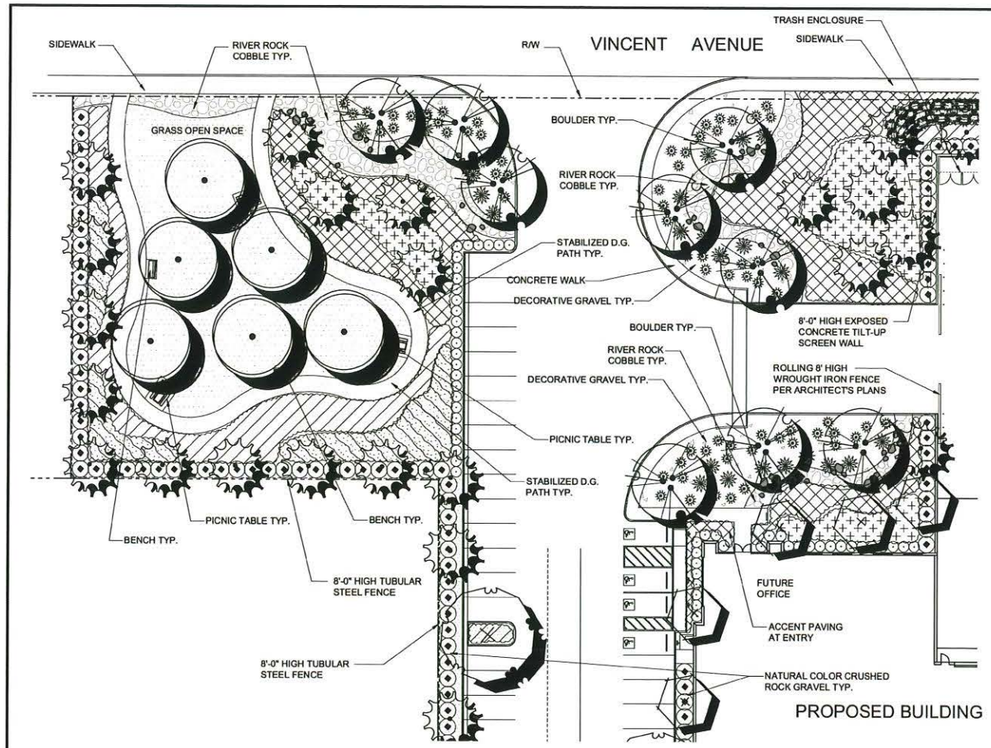
REVISIONS

Environs LANDSCAPE ARCHITECTURE
Creating Sustainable & Water Conserving Solutions
1746 N. Shelgrove Avenue * Claremont, CA 91711
Ph: (909) 626-8962 * Fax (909) 626-8964

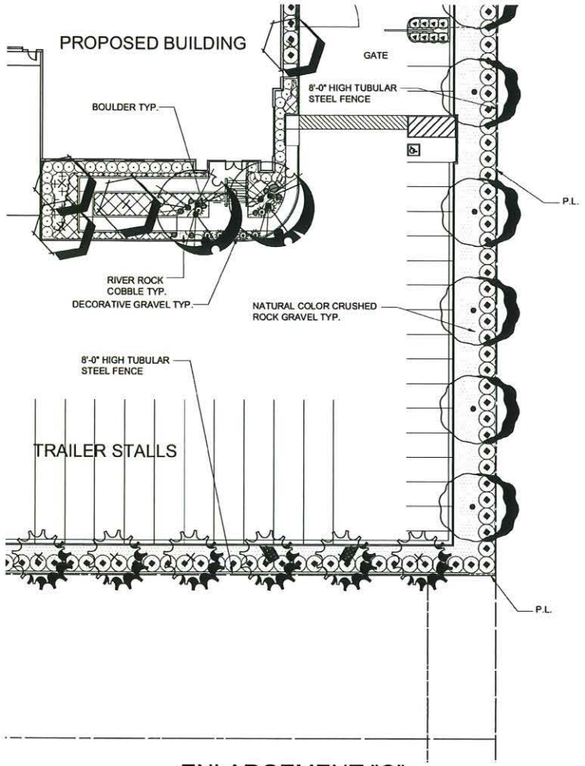
DEVELOPED BY:
CHARLES COMPANY
9034 WEST SUNSET BLVD. WEST HOLLYWOOD, CA 90069
CONTACT: MARK GABAY (310) 247-0900

SHEET TITLE: PRELIMINARY LANDSCAPE PLAN
PROPOSED DEVELOPMENT:
VINCENT AVENUE INDUSTRIAL
MANNING PIT, VINCENT AVENUE,
CITY OF IRWINDALE, CA

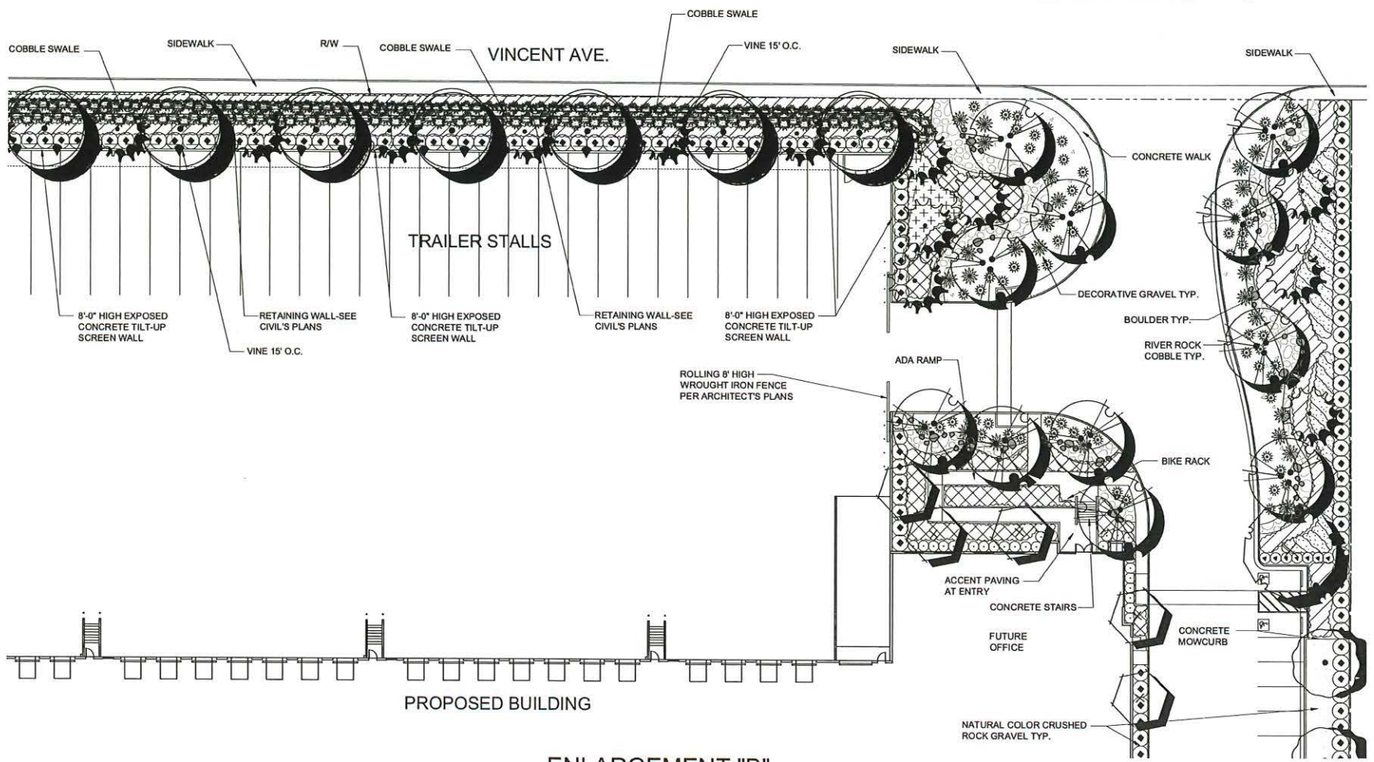
DRAWN BY: BFK | DATE: 11/16/17
JOB NO.: RGA0082
SHEET NO.: L-1
1 OF 2 SHTS.



ENLARGEMENT "A"



ENLARGEMENT "C"



ENLARGEMENT "B"

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	WUCOLS	QTY
	Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	36"box	Low	24
	Pinus eldarica / Afghan Pine	15 gal	Low	66
	Pinus eldarica / Afghan Pine SIZE - 24" BOX - WATER USE - WUCOL - LOW	24"box	Low	44
	Platanus x acerifolia / London Plane Tree	24"box	Med	24
	Quercus virginiana / Southern Live Oak	24"box	Low	12
	Rhus lancea / African Sumac	24"box	Low	16
	Tristania conferta / Brisbane Box	24"box	Med	40

CONCEPT PLANT SCHEDULE

ACCENT PLANTING / HEDGE SCREEN - 5 GAL - MED WATER
Buxus microphylla japonica 'Green Beauty' / Green Beauty Boxwood - Space 30" o.c.
Ligustrum texanum / Texas Privet - Space 3'-6" o.c.
Nandina domestica / Heavenly Bamboo- Space 3' o.c.
Phormium tenax 'Amazing Red' / Dwarf Red Flax
Podocarpus gracilior 'Column' / Fern Pine - Space 4' o.c.
Rhaphiolepis indica 'Jack Evans' / Indian Hawthorn - 5 gal. Space 4' o.c.
Rosa floribunda 'Iceberg' / Iceberg Rose
Xylosma congestum / Shiny Xylosma - Space 4' o.c.

GRASSES - LOW WATER - 5 GAL
Muhlenbergia capillaris / Pink Muhly - Space 4' o.c.
Muhlenbergia lindheimeri 'Autumn Glow' TM / Lindheimer's Muhly Space 4' o.c.
Pennisetum 'Fairy Tails' / Fairy Tails Fountain Grass

LARGE ACCENT SHRUBS - 5 GAL - LOW WATER
Agave americana / Century Plant - Space 6' o.c.
Agave americana 'Marginata' / Variegated Century Plant - Space 6' o.c.

LARGE SCALE FOUNDATION SHRUB - 5 GAL - LOW WATER
Callistemon citrinus / Lemon Bottlebrush Shrub- Space 5' o.c.
Dodonaea viscosa 'Purpurea' / Purple Leafed Hopseed Bush
Heteromeles arbutifolia / Toyon - Space 6' o.c.
Nerium oleander / Oleander
Umbellularia californica / California Laurel - Space 5' o.c.

SMALL SCALE FOUNDATION PLANTING - 5 GAL - LOW WATER
Arbutus unedo / Strawberry Tree Shrub - Space 5' o.c.
Baccharis pumgens / Silverberry
Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger
Nerium oleander 'Petite Pink' / Petite Pink Oleander - Space 4' o.c.
Westringia fruticosa / Coast Rosemary - Space 4' o.c.

SMALLER ACCENT SHRUBS - 5 GAL - LOW WATER
Agave attenuata / Agave - Space 4' o.c.
Anigozanthos flavidus 'Big Red' / Red Kangaroo Paw - Space 3' o.c.
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw - Space 3' o.c.
Bougainvillea x 'Rosenka' / Rosenka Bougainvillea
Callistemon citrinus 'Little John' / Dwarf Bottle Brush
Lantana x 'New Gold' / New Gold Lantana
Leucophyllum frutescens 'Compacta' / Compact Texas Ranger
Muhlenbergia capillaris 'Autumn Blush' / Pink Muhly
Pennisetum 'Fairy Tails' / Fairy Tails Fountain Grass
Salvia greggii 'Furmans Red' / Furman's Red Salvia

VINES FOR SCREENING - 5 GAL
Bougainvillea x 'San Diego Red' / San Diego Red Bougainvillea Trellis
Distictis buccinatoria / Blood Red Trumpet Vine spaced @ 10' o.c.
Macfadyena unguis-cati / Yellow Trumpet Vine spaced @ 10' o.c.

SHRUB PALETTE - LOW WATER USE
Shrubs
Anigozanthos flavidus 'Big Red' / Red Kangaroo Paw - Space 3' o.c.
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw - Space 3' o.c.
Arbutus unedo / Strawberry Tree Shrub - Space 5' o.c.
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Callistemon citrinus 'Little John' / Dwarf Bottle Brush- Space 3' o.c.
Elaeagnus pungens 'Fruitlandii' / Silverberry
Leucophyllum frutescens 'Compacta' / Compact Texas Ranger
Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger
Macfadyena unguis-cati / Yellow Trumpet Vine spaced @ 10' o.c.
Muhlenbergia microsperma / 2 Lbs/Acre
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Nerium oleander 'White' / White Oleander
Pennisetum setaceum 'Rubrum' / Purple Fountain Grass
Rosmarinus officinalis 'Tuscan Blue' / Tuscan Blue Rosemary
Westringia fruticosa / Coast Rosemary - Space 4' o.c.

SHRUB PALETTE - MEDIUM WATER USE
Buxus x 'Green Gem' / Green Gem Boxwood
Ligustrum texanum / Texas Privet - Space 3'-6" o.c.
Nandina domestica / Heavenly Bamboo- Space 3' o.c.
Podocarpus gracilior 'Column' / Fern Pine - Space 4' o.c.
Rhaphiolepis indica 'Clara' / Indian Hawthorn
Rosa floribunda 'Iceberg' / Iceberg Rose
Xylosma congestum / Shiny Xylosma - Space 4' o.c.

GROUND COVER PALETTE - LOW WATER USE - 1 GAL
Acacia redolens 'Desert Carpet' TM / Dank Catclaw
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Baccharis x 'Centennial' / Centennial Coyote Brush
Lantana montevidensis 'New Gold' / Trailing Lantana
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Rosmarinus officinalis 'Huntington Carpet' / Huntington Carpet Rosemary - Space 3' o.c.

GROUND COVER PALETTE - MEDIUM WATER USE - 1 GAL
Dianella tasmanica 'Variegata' / Flax Lily
Hemerocallis x 'Stella' / Yellow Daylily Space 2' o.c.
Rosa x 'Flower Carpet Pink' / Rose Space 3' o.c.
Rosa x 'Flower Carpet Red' / Rose Space 3' o.c.
Trachelospermum jasminoides / Star Jasmine Space 18" o.c.

GRASS - HIGH WATER USE
Festuca arundinacea 'Marathon' / Dwarf Cool Season Turf

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	3" THICK 3/4" - 1" SILVER HAWK GRAVEL OVER WEED BARRIER (ROCK AVAILABLE FROM SOUTHWEST BOULDER - (877) 792-7625)
2	6"-12" RIVER ROCK COBBLE AVAILABLE FROM SOUTHWEST BOULDER
3	3" THICK 3/4" NATURAL COLORED CRUSHED ROCK OVER WEED BARRIER
4	2'-3' BOULDERS TYPICAL - DESERT GOLD - AVAILABLE FROM SOUTHWEST BOULDER & STONE (877) 792-7625
5	6' WIDE X 3" THICK STABILIZED D.G. (MOJAVE GOLD) PATH. CONTRACTOR TO INSTALL WEED BARRIER UNDERNEATH.
6	6"X8" CONCRETE MOW CURB TO SEPARATE SHRUB AREAS FROM GRAVEL

NOTES
1. ALL TREES WITHIN 6' OF HARDSCAPE SHALL BE IN A SHAFT/WYN LINEAR URAP AROUND NOT ALLOWED) ROOT BARRIER 24" HIGH LINEAR ROOT BARRIER SHALL BE CENTERED ON TREE AND EXTEND 5' IN BOTH DIRECTIONS FOR A TOTAL OF 10'
2. NOTE: CONTRACTOR TO INSTALL CONCRETE MOWCURBS TO DEFINE THE FOLLOWING AREAS BETWEEN SHRUBS, AND PLANTING AREAS.
3. NOTE: QUANTITIES AND AREA CALCULATIONS SHOWN IN LEGEND ARE FOR REFERENCE ONLY. CONTRACTOR RESPONSIBLE FOR ALL QUANTITY TAKE-OFFS AND AREA CALCULATIONS NOTE --- DETERMINING COST AND DELIVERY OF MATERIALS TO SITE.

SHREDDED MULCH NOTE
ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF SHREDDED COVER MULCH AVAILABLE FROM EARTHWORKS (951) 313-0210

NORTH

LICENSED LANDSCAPE ARCHITECT BRETT K. FRENCH 3419 Signature 10/31/18 Renewal Date STATE OF CALIFORNIA

DRAWN BY BFK DATE 11/16/17
JOB NO. RGA0082
SHEET NO. L-2
2 OF 2 SHTS.

REVISIONS

Environs inc
LANDSCAPE ARCHITECTURE
Creating Sustainable & Water Conserving Solutions
1746 N. Skyforest Avenue • Claremont, CA 91711
Ph: (909) 624-6662 • Fax (909) 624-6665

DEVELOPED BY:
CHARLES COMPANY
9034 WEST SUNSET BLVD., WEST HOLLYWOOD, CA 90069
CONTACT: MARK GABAY (310) 247-0900

SHEET TITLE: PRELIMINARY LANDSCAPE PLAN
PROPOSED DEVELOPMENT:
VINCENT AVENUE INDUSTRIAL
MANNING PIT, VINCENT AVENUE,
CITY OF IRWINDALE, CA

EXISTING RESIDENTIAL HOUSING

VINCENT AVENUE

40'
40'
34'
20'

135'-7" - BLACK TUBE STEEL FENCE

LOT LINE TO BE REMOVED

136'-0" - BLACK TUBE STEEL FENCE

PROPERTY LINE 1,238.00'

OFFICE AREA

BUILDING 1
FOOTPRINT: 121,397 SF
MEZZANINE: 00 SF
TOTAL: 121,397 SF
111 PARKING STALLS

230'-0"

483'-0"

14 DOCK DOORS

OFFICE AREA

OFFICE AREA

BUILDING 2
FOOTPRINT: 121,373 SF
MEZZANINE: 00 SF
TOTAL: 121,373 SF
91 PARKING STALLS

230'-0"

483'-0"

14 DOCK DOORS

OFFICE AREA

40'-0"

10'

EXISTING
COMMERCIAL / INDUSTRIAL
BUILDINGS

8'-0" HIGH TUBE STEEL FENCE, PAINTED BLACK = 831'-3"

PROPERTY LINE 742'-3"

139'-0"

55'-0"

139'-0"

55'-0"

OFFICE AREA

OFFICE AREA

OFFICE AREA

18 DOCK DOORS

18 DOCK DOORS

OFFICE AREA

BUILDING 3
FOOTPRINT: 301,713 SF
MEZZANINE: 00 SF
TOTAL: 301,713 SF
194 PARKING STALLS

260'-0"

1,077'-0"

44'-10"

8'-0" HIGH TUBE STEEL FENCE, PAINTED BLACK = 1,245'-0"

8'-0" HIGH TUBE STEEL FENCE, PAINTED BLACK = 886'-6"

PROPERTY LINE 887.33'

EXISTING
GRAVEL PIT

PROJECT DATA

SITE AREA:	1,117,617 SF / 25.656 AC
S PL DEED BACK TO OWNER	8,874 SF / 0.203 AC
NET SITE AREA	1,126,491 SF / 25.859 AC
BUILDING AREA:	
GROUND FLOOR	544,483 SF
MEZZANINE	00 SF
TOTAL	544,483 SF
NET LOT COVERAGE	48.33 %
FAR COVERAGE	48.33 %
PARKING REQUIRED	
30K SF OFFICE @ 1/350	86 STALLS
0 SF MANUF @ 1/350	0 STALLS
0K - 20K SF WH @ 1/1000	20 STALLS
20K - 40K SF WH @ 1/2000	10 STALLS
40K + SF WH @ 1/4000	119 STALLS
TOTAL REQUIRED	235 STALLS
PARKING PROVIDED:	
STANDARD STALLS	396 STALLS
COMPACT STALLS (25% MAX)	0 STALLS
FUTURE STALLS IN TRUCK YARD	0 STALLS
TOTAL STALLS	396 STALLS
BICYCLE PARKING (5% OF REQUIRED PARKING)	
SHORT TERM	20 STALLS
LONG TERM	20 STALLS
LANDSCAPE REQUIRED (10%)	112,491 SF
LANDSCAPE PROVIDED:	
ON-SITE LANDSCAPE	106,695 SF
SOUTHERN 10'-0" STRIP	8,896 SF
TOTAL	115,591 SF

Attachment "A"

CITY OF IRWINDALE
COMMUNITY DEVELOPMENT

OCT 07 2021

RECEIVED

SITE PLAN
SCALE: 1" = 50'-0"

0' 10' 20' 50' 100'

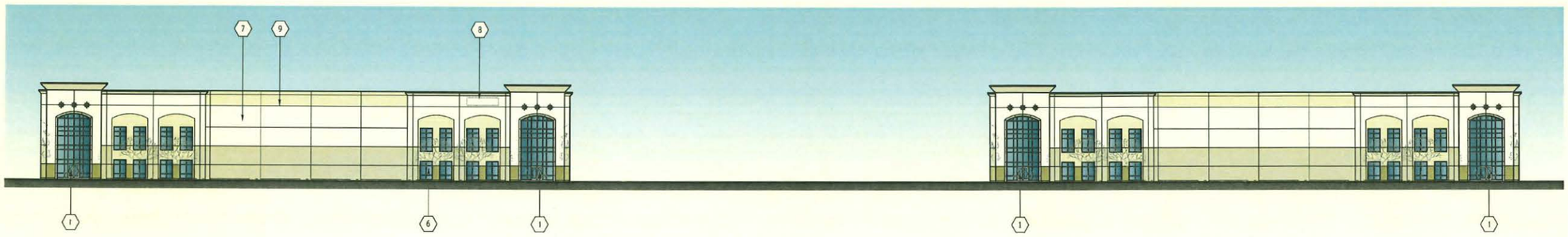
DG

VINCENT AVENUE INDUSTRIAL

- PROJECT NUMBER — Project Number
- DATE — Issue Date
- DESIGNER — Author
- SCALE

A-01

10/6/2021 9:26:21 AM



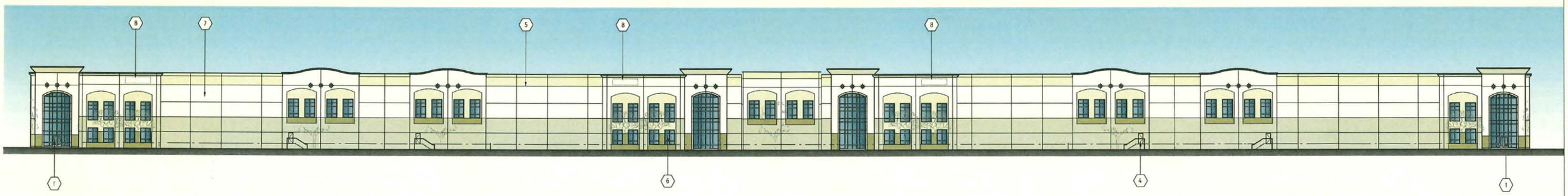
SOUTH ELEVATION

KEYNOTES

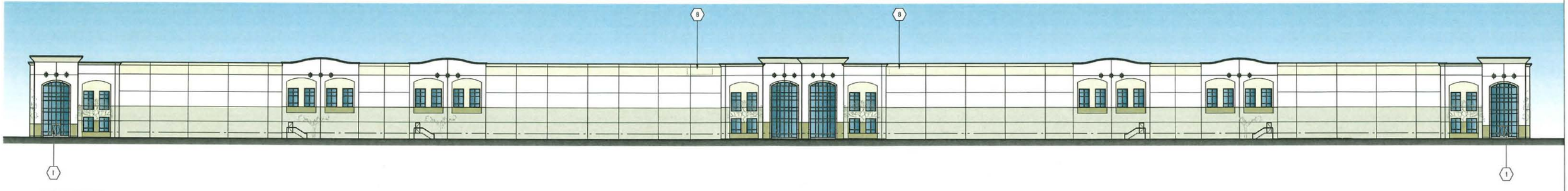
1. PRIMARY ENTRANCE.
2. PAINTED 12' WIDE X 15' HIGH LEVEL VERTICAL LIFT TRUCK DOOR.
3. PAINTED 9' WIDE X 10' HIGH VERTICAL LIFT TRUCK DOOR.
4. 3' X 7' PAINTED METAL MAN DOOR.
5. TYPICAL 2" WIDE X 3/4" DEEP HORIZONTAL / VERTICAL REVEAL.
6. BLUE GLASS IN ANODIZED ALUMINUM STOREFRONT FRAME SYSTEM.
7. PAINTED CONCRETE TILT-UP EXTERIOR WALL CONSTRUCTION.
8. PROPOSED FUTURE TENANT SIGNAGE LOCATION TO BE APPROVED UNDER A SEPARATE PERMIT.
9. DOWNSPOUTS ON THE EAST & WEST ELEVATIONS SHALL BE EXTERNAL AND PAINTED TO MATCH THE BUILDING.
10. PAINTED CONCRETE TILT-UP SCREEN WALL (ADJACENT TO OFFICE PODS ONLY) WITH REVEAL SCORES.

FINISH SCHEDULE

1. FIELD COLOR - ICI TREASURED MOMENT A1649
2. ACCENT COLOR - ICI FOSSIL GREY A1636
3. ACCENT COLOR - ICI LAS CAUX CAVE A1859
4. ACCENT COLOR - ICI COURTYARD STONE A1874
5. GLAZING - SEE KEYNOTE 5 - PPG VISTACOOL PACIFICA REFLECTIVE #2.



EAST ELEVATION



WEST ELEVATION

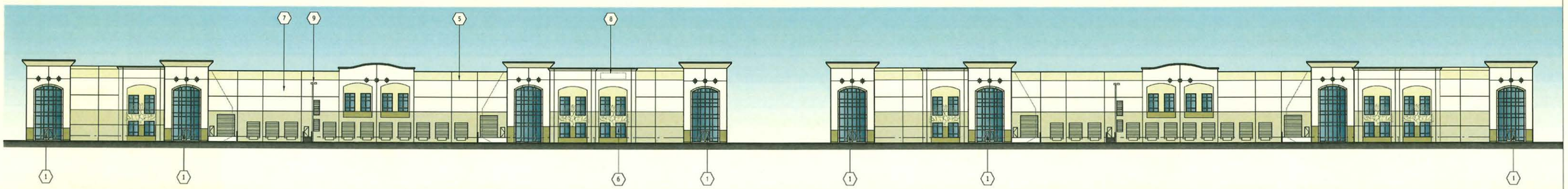
DG

VINCENT AVENUE INDUSTRIAL

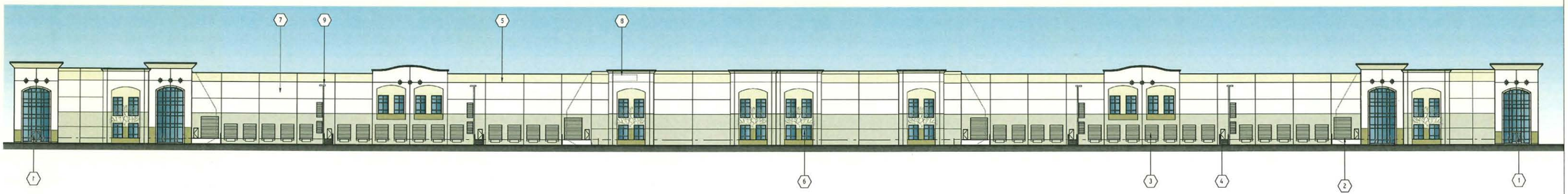
■ PROJECT NUMBER — Project Number
■ DATE — Issue Date
■ DESIGNER — Author
■ SCALE

■ A-02

10/6/2021 9:26:33 AM



EAST BUILDING WEST ELEVATION



WEST BUILDING EAST ELEVATION

KEYNOTES (000)

1. PRIMARY ENTRANCE.
2. PAINTED 12' WIDE X 15' HIGH LEVEL VERTICAL LIFT TRUCK DOOR.
3. PAINTED 9' WIDE X 10' HIGH VERTICAL LIFT TRUCK DOOR.
4. 3' X 7' PAINTED METAL MAN DOOR.
5. TYPICAL 2" WIDE X 3/4" DEEP HORIZONTAL / VERTICAL REVEAL.
6. BLUE GLASS IN ANODIZED ALUMINUM STOREFRONT FRAME SYSTEM.
7. PAINTED CONCRETE TILT-UP EXTERIOR WALL CONSTRUCTION.
8. PROPOSED FUTURE TENANT SIGNAGE LOCATION. TO BE APPROVED UNDER A SEPARATE PERMIT.
9. DOWNSPOUTS ON THE EAST & WEST ELEVATIONS SHALL BE EXTERNAL AND PAINTED TO MATCH THE BUILDING.
10. PAINTED CONCRETE TILT-UP SCREEN WALL (ADJACENT TO OFFICE PODS ONLY) WITH REVEAL SCORES.

FINISH SCHEDULE

1. FIELD COLOR - ICI TREASURED MOMENT A1849
2. ACCENT COLOR - ICI FOSSIL GREY A1836
3. ACCENT COLOR - ICI LAS CAUX CAVE A1859
4. ACCENT COLOR - ICI COURTYARD STONE A1874
5. GLAZING - SEE KEYNOTE 5 - PPG VISTACOOL PACIFICA REFLECTIVE #2.

DG

VINCENT AVENUE INDUSTRIAL

- PROJECT NUMBER
- DATE
- DESIGNER
- SCALE

Project Number
Issue Date
Author

A-02.1

10/6/2021 9:26:44 AM



DG

VINCENT AVENUE INDUSTRIAL

- PROJECT NUMBER — Project Number
- DATE — Issue Date
- DESIGNER — Author
- SCALE

A-03

10/6/2021 9:26:46 AM



DG

VINCENT AVENUE INDUSTRIAL

PROJECT NUMBER	Project Number
DATE	Issue Date
DESIGNER	Author
SCALE	

A-04

10/6/2021 9:26:46 AM



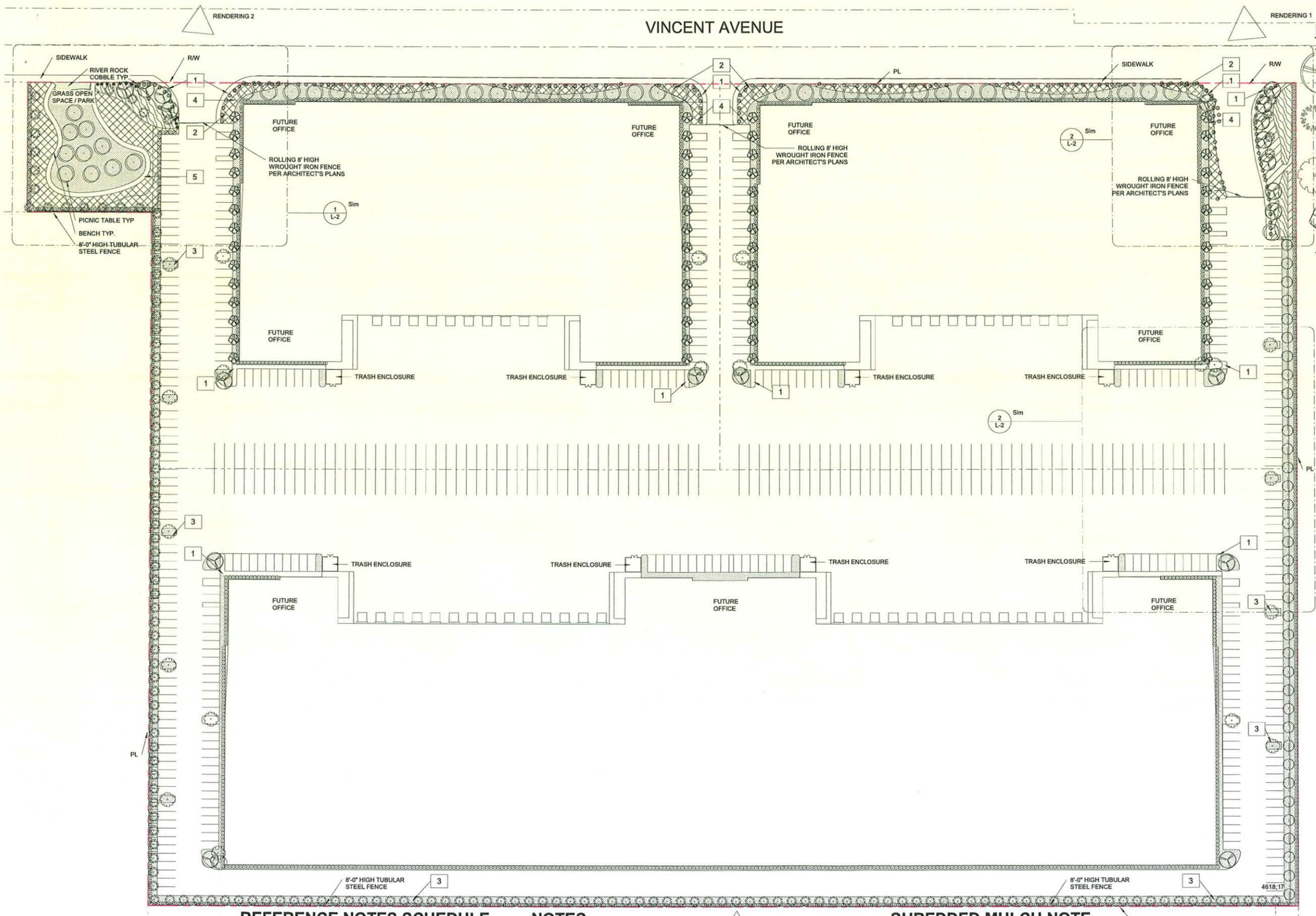
DG

VINCENT AVENUE INDUSTRIAL

PROJECT NUMBER	Project Number
DATE	Issue Date
DESIGNER	Author
SCALE	

A-05

10/6/2021 9:26:46 AM



1 PROPOSED LANDSCAPE PLAN
1" = 50'-0"

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	3" THICK 3/4" - 1" SILVER HAWK GRAVEL OVER WEED BARRIER (ROCK AVAILABLE FROM SOUTHWEST BOULDER - (877) 792-7625)
2	6"-12" RIVER ROCK COBBLE AVAILABLE FROM SOUTHWEST BOULDER
3	3" THICK 3/4" NATURAL COLORED CRUSHED ROCK OVER WEED BARRIER
4	2'-3' BOULDERS TYPICAL - DESERT GOLD - AVAILABLE FROM SOUTHWEST BOULDER & STONE (877) 792-7625
5	6' WIDE X 3" THICK STABILIZED D.G. (MOJAVE GOLD) PATH. CONTRACTOR TO INSTALL WEED BARRIER UNDERNEATH.
6	6"X6" CONCRETE MOW CURB TO SEPARATE SHRUB AREAS FROM GRAVEL

NOTES

1. ALL TREES WITHIN 6' OF HARDSCAPE SHALL BE IN A SHAWTOWN LINEAR (WRAP AROUND NOT ALLOWED) ROOT BARRIER 24" HIGH LINEAR ROOT BARRIER SHALL BE CENTERED ON TREE AND EXTEND 5' IN

2. NOTE: CONTRACTOR TO INSTALL CONCRETE MOWCURBS TO DEFINE THE FOLLOWING AREAS: BETWEEN GRAVEL AND PLANTING AREAS.

3. NOTE: QUANTITIES AND AREA CALCULATIONS SHOWN IN LEGEND ARE FOR REFERENCE ONLY. CONTRACTOR REPONSIBLE FOR ALL QUANTITY TAKE-OFFS AND AREA CALCULATIONS FOR DETERMINING COST AND DELIVERY OF MATERIALS TO SITE.

RENDERING 3

SHREDDED MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF SHREDDED COVER MULCH AVAILABLE FROM.

EARTHWORKS (951)782-0260

SCALE BAR
10' 20' 30' 50' 100'

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	WUCOLS	QTY
	Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	36" Box	Low	20
	Pinus eldarica / Afghan Pine	15 Gal	Low	51
	Pinus eldarica / Afghan Pine SIZE - 24" BOX - WATER USE - WULCOL - LOW	24" Box	Low	44
	Platanus x acerifolia / London Plane Tree	24" Box	Med	24
	Quercus virginiana / Southern Live Oak	24" Box	Low	12
	Rhus lancea / African Sumac	24" Box	Low	16
	Tristania conferta / Brisbane Box	24" Box	Med	40

CONCEPT PLANT SCHEDULE

ACCENT PLANTING / HEDGE SCREEN - 5 GAL - MED WATER
Buxus microphylla japonica 'Green Beauty' / Green Beauty Boxwood - Space 30" o.c.
Ligustrum texanum / Texas Privet - Space 3'-6" o.c.
Nandina domestica / Heavenly Bamboo- Space 3' o.c.
Phormium tenax 'Amazing Red' / Dwarf Red Flax
Podocarpus gracilior 'Column' / Fern Pine - Space 4' o.c.
Rhaphiolepis indica 'Jack Evans' / Indian Hawthorn - 5 gal. Space 4' o.c.
Rosa floribunda 'Iceberg' / Iceberg Rose
Xylosma congestum / Shiny Xylosma - Space 4' o.c.

GRASSES - LOW WATER - 5 GAL
Muhlenbergia capillaris / Pink Muhly - Space 4' o.c.
Muhlenbergia lindheimeri 'Autumn Glow' TM / Lindheimer's Muhly Space 4' o.c.
Pennisetum 'Fairy Tails' / Fairy Tails Fountain Grass

LARGE ACCENT SHRUBS - 5 GAL - LOW WATER
Agave americana / Century Plant - Space 6' o.c.
Agave americana 'Marginata' / Variegated Century Plant - Space 6' o.c.

LARGE SCALE FOUNDATION SHRUB - 5 GAL - LOW WATER
Callistemon citrinus / Lemon Bottlebrush Shrub- Space 5' o.c.
Dodonaea viscosa 'Purpurea' / Purple Leafed Hopseed Bush
Heteromeles arbutifolia / Toyon - Space 6' o.c.
Nerium oleander / Oleander
Umbellularia californica / California Laurel - Space 5' o.c.

SMALL SCALE FOUNDATION PLANTING - 5 GAL - LOW WATER
Arbutus unedo / Strawberry Tree Shrub - Space 5' o.c.
Eleagnus pungens / Silverberry
Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger
Nerium oleander 'Petita Pink' / Petite Pink Oleander - Space 4' o.c.
Westringia fruticosa / Coast Rosemary - Space 4' o.c.

SMALLER ACCENT SHRUBS - 5 GAL - LOW WATER
Agave attenuata / Agave - Space 4' o.c.
Anigozanthos flavidus 'Big Red' / Red Kangaroo Paw - Space 3' o.c.
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw - Space 3' o.c.
Bougainvillea x 'Rosenka' / Rosenka Bougainvillea
Callistemon citrinus 'Little John' / Dwarf Bottle Brush
Lantana x 'New Gold' / New Gold Lantana
Leucophyllum frutescens 'Compacta' / Compact Texas Ranger
Muhlenbergia capillaris 'Autumn Blush' / Pink Muhly
Pennisetum 'Fairy Tails' / Fairy Tails Fountain Grass
Salvia greggii 'Furmans Red' / Furman's Red Salvia

VINES FOR SCREENING - 5 GAL
Bougainvillea x 'San Diego Red' / San Diego Red Bougainvillea Trellis
Distictis buccinatoria / Blood Red Trumpet Vine spaced @ 10' o.c.
Macfadyena unguis-cati / Yellow Trumpet Vine spaced @ 10' o.c.

SHRUB PALETTE - LOW WATER USE
Shrubs
Anigozanthos flavidus 'Big Red' / Red Kangaroo Paw - Space 3' o.c.
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw - Space 3' o.c.
Arbutus unedo / Strawberry Tree Shrub - Space 5' o.c.
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Callistemon citrinus 'Little John' / Dwarf Bottle Brush- Space 3' o.c.
Elaeagnus pungens 'Fruitlandii' / Silverberry
Leucophyllum frutescens 'Compacta' / Compact Texas Ranger
Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger
Macfadyena unguis-cati / Yellow Trumpet Vine spaced @ 10' o.c.
Muhlenbergia microsperma / 2 Lbs/Acre
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Nerium oleander 'White' / White Oleander
Pennisetum setaceum 'Rubrum' / Purple Fountain Grass
Rosmarinus officinalis 'Tuscan Blue' / Tuscan Blue Rosemary
Westringia fruticosa / Coast Rosemary - Space 4' o.c.

SHRUB PALETTE - MEDIUM WATER USE
Buxus x 'Green Gem' / Green Gem Boxwood
Ligustrum texanum / Texas Privet - Space 3'-6" o.c.
Nandina domestica / Heavenly Bamboo- Space 3' o.c.
Podocarpus gracilior 'Column' / Fern Pine - Space 4' o.c.
Rhaphiolepis indica 'Clara' / Indian Hawthorn
Rosa floribunda 'Iceberg' / Iceberg Rose
Xylosma congestum / Shiny Xylosma - Space 4' o.c.Westringia fruticosa / Coast Rosemary - Space 4' o.c.

GROUND COVER PALETTE - LOW WATER USE - 1 GAL
Acacia redolens 'Desert Carpet' TM / Bank Catclaw
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Baccharis x 'Centennial' / Centennial Coyote Brush
Lantana montevidensis 'New Gold' / Trailing Lantana
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Rosmarinus officinalis 'Huntington Carpet' / Huntington Carpet Rosemary - Space 3' o.c.

GROUND COVER PALETTE - MEDIUM WATER USE - 1 GAL
Dianella tasmanica 'Variegata' / Flax Lily
Hemerocallis x 'Bitsy' / Yellow Daylily Space 2' o.c.
Rosa x 'Flower Carpet Pink' / Rose Space 3' o.c.
Rosa x 'Flower Carpet Red' / Rose Space 3' o.c.
Trachelospermum jasminoides / Star Jasmine Space 18" o.c.

GRASS - HIGH WATER USE
Festuca arundinacea 'Marathon' / Dwarf Cool Season Turf

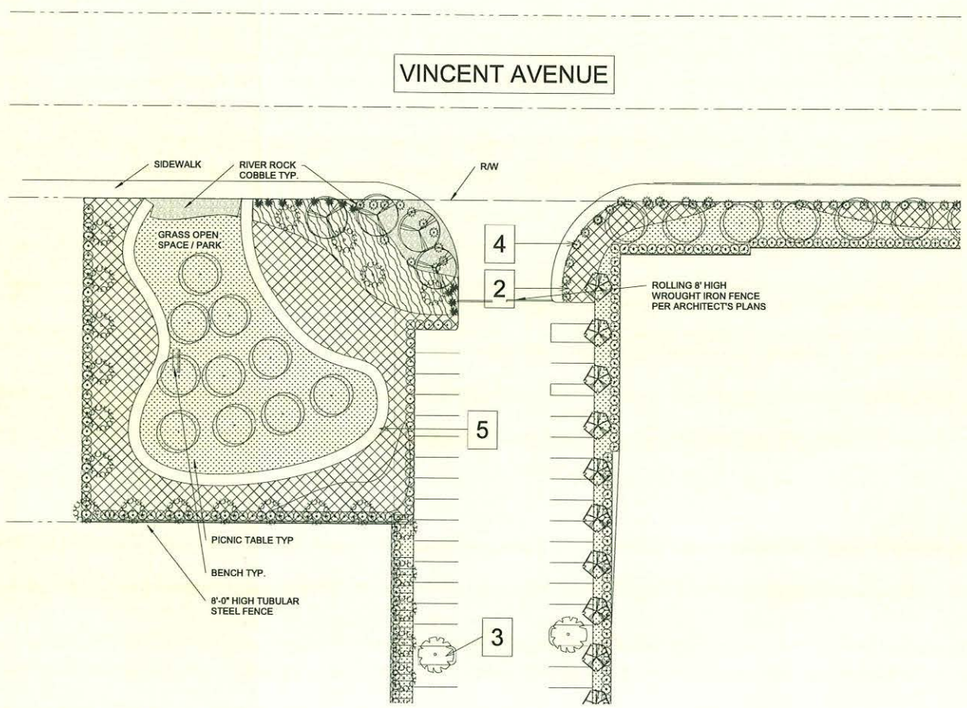
DG

VINCENT AVENUE INDUSTRIAL

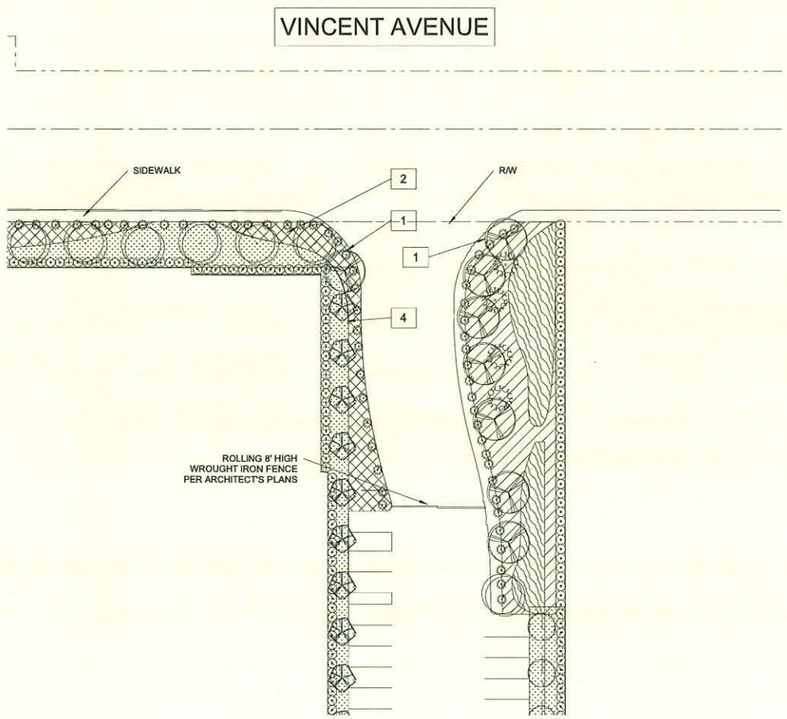
PROJECT NUMBER	Project Number
DATE	Issue Date
DESIGNER	Author
SCALE	As indicated

L-1

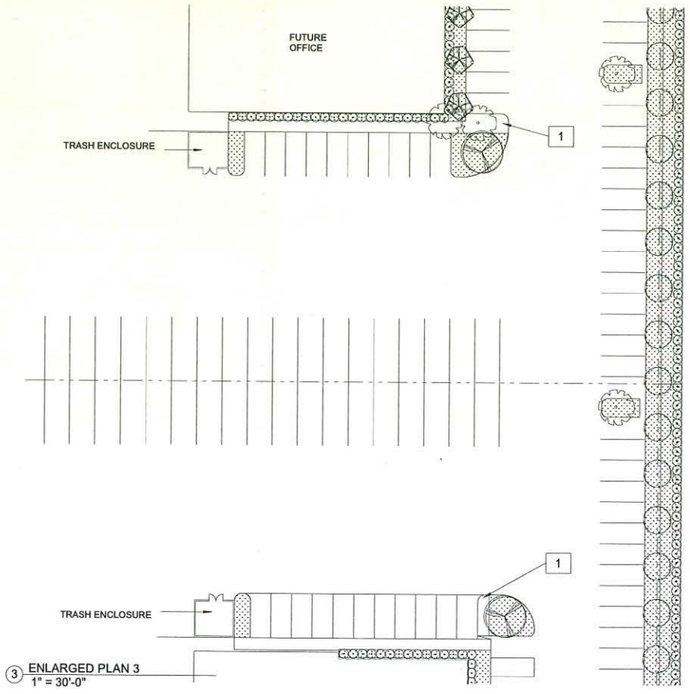
10/6/2021 9:26:57 AM



① ENLARGED PLAN 1
1" = 30'-0"



② ENLARGED PLAN 2
1" = 30'-0"



③ ENLARGED PLAN 3
1" = 30'-0"

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	WUCOLS	QTY
	Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	36" Box	Low	20
	Pinus eldarica / Afghan Pine	15 Gal	Low	51
	Pinus eldarica / Afghan Pine SIZE - 24" BOX - WATER USE - WULCOL - LOW	24" Box	Low	44
	Platanus x acerifolia / London Plane Tree	24" Box	Med	24
	Quercus virginiana / Southern Live Oak	24" Box	Low	12
	Rhus lancea / African Sumac	24" Box	Low	16
	Tristania conferta / Brisbane Box	24" Box	Med	40

CONCEPT PLANT SCHEDULE

ACCENT PLANTING / HEDGE SCREEN - 5 GAL - MED WATER
Buxus microphylla japonica 'Green Beauty' / Green Beauty Boxwood - Space 30" o.c.
Ligustrum texanum / Texas Privet - Space 3'-6" o.c.
Nandina domestica / Heavenly Bamboo- Space 3' o.c.
Phormium tenax 'Amazing Red' / Dwarf Red Flax
Podocarpus gracilior 'Column' / Fern Pine - Space 4' o.c.
Rhaphiolepis indica 'Jack Evans' / Indian Hawthorn - 5 gal. Space 4' o.c.
Rosa floribunda 'Iceberg' / Iceberg Rose
Xylosma congestum / Shiny Xylosma - Space 4' o.c.

GRASSES - LOW WATER - 5 GAL
Muhlenbergia capillaris / Pink Muhly - Space 4' o.c.
Muhlenbergia lindheimeri 'Autumn Glow' TM / Lindheimer's Muhly Space 4' o.c.
Pennisetum 'Fairy Tails' / Fairy Tails Fountain Grass

LARGE ACCENT SHRUBS - 5 GAL - LOW WATER
Agave americana / Century Plant - Space 6' o.c.
Agave americana 'Marginata' / Variegated Century Plant - Space 6' o.c.

LARGE SCALE FOUNDATION SHRUB - 5 GAL - LOW WATER
Callistemon citrinus / Lemon Bottlebrush Shrub- Space 5' o.c.
Dodonaea viscosa 'Purpurea' / Purple Leafed Hopseed Bush
Heteromeles arbutifolia / Toyon - Space 6' o.c.
Nerium oleander / Oleander
Umbellularia californica / California Laurel - Space 5' o.c.

SMALL SCALE FOUNDATION PLANTING - 5 GAL - LOW WATER
Arbutus unedo / Strawberry Tree Shrub - Space 5' o.c.
Eleagnus pungens / Silverberry
Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger
Nerium oleander 'Petite Pink' / Petite Pink Oleander - Space 4' o.c.
Westringia fruticosa / Coast Rosemary - Space 4' o.c.

SMALLER ACCENT SHRUBS - 5 GAL - LOW WATER
Agave attenuata / Agave - Space 4' o.c.
Anigozanthos flavidus 'Big Red' / Red Kangaroo Paw - Space 3' o.c.
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw - Space 3' o.c.
Bougainvillea x 'Rosenka" / Rosenka Bougainvillea
Callistemon citrinus 'Little John' / Dwarf Bottle Brush
Lantana x 'New Gold' / New Gold Lantana
Leucophyllum frutescens 'Compacta' / Compact Texas Ranger
Muhlenbergia capillaris "Autumn Blush" / Pink Muhly
Pennisetum "Fairy Tails' / Fairy Tails Fountain Grass
Salvia greggii "Furmans Red' / Furman's Red Salvia

VINES FOR SCREENING - 5 GAL
Bougainvillea x 'San Diego Red' / San Diego Red Bougainvillea Trellis
Distictis buccinatoria / Blood Red Trumpet Vine spaced @ 10' o.c.
Macfadyena unguis-cati / Yellow Trumpet Vine spaced @ 10' o.c.

SHRUB PALETTE - LOW WATER USE
Shrubs
Anigozanthos flavidus 'Big Red' / Red Kangaroo Paw - Space 3' o.c.
Anigozanthos flavidus 'Gold Velvet' / Kangaroo Paw - Space 3' o.c.
Arbutus unedo / Strawberry Tree Shrub - Space 5' o.c.
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Callistemon citrinus 'Little John' / Dwarf Bottle Brush- Space 3' o.c.
Elaeagnus pungens 'Fruitlandii' / Silverberry
Leucophyllum frutescens 'Compacta' / Compact Texas Ranger
Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger
Macfadyena unguis-cati / Yellow Trumpet Vine spaced @ 10' o.c.
Muhlenbergia microsperma / 2 Lbs/Acre
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Nerium oleander 'White' / White Oleander
Pennisetum setaceum 'Rubrum' / Purple Fountain Grass
Rosmarinus officinalis 'Tuscan Blue' / Tuscan Blue Rosemary
Westringia fruticosa / Coast Rosemary - Space 4' o.c.

SHRUB PALETTE - MEDIUM WATER USE
Buxus x 'Green Gem' / Green Gem Boxwood
Ligustrum texanum / Texas Privet - Space 3'-6" o.c.
Nandina domestica / Heavenly Bamboo- Space 3' o.c.
Podocarpus gracilior 'Column' / Fern Pine - Space 4' o.c.
Rhaphiolepis indica 'Clara' / Indian Hawthorn
Rosa floribunda 'Iceberg' / Iceberg Rose
Xylosma congestum / Shiny Xylosma - Space 4' o.c.Westringia fruticosa / Coast Rosemary - Space 4' o.c.

GROUND COVER PALETTE - LOW WATER USE - 1 GAL
Acacia redolens 'Desert Carpet' TM / Bank Catclaw
Baccharis pilularis 'Pigeon Point' / Coyote Brush
Baccharis x 'Centennial' / Centennial Coyote Brush
Lantana montevidensis 'New Gold' / Trailing Lantana
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum
Rosmarinus officinalis 'Huntington Carpet' / Huntington Carpet Rosemary - Space 3' o.c.

GROUND COVER PALETTE - MEDIUM WATER USE - 1 GAL
Dianella tasmanica 'Variegata' / Flax Lily
Hemerocallis x 'Bitsy' / Yellow Daylily Space 2' o.c.
Rosa x 'Flower Carpet Pink' / Rose Space 3' o.c.
Rosa x 'Flower Carpet Red' / Rose Space 3' o.c.
Trachelospermum jasminoides / Star Jasmine Space 18" o.c.

GRASS - HIGH WATER USE
Festuca arundinacea 'Marathon' / Dwarf Cool Season Turf

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	3" THICK 3/4" - 1" SILVER HAWK GRAVEL OVER WEED BARRIER (ROCK AVAILABLE FROM SOUTHWEST BOULDER - (877) 792-7625)
2	6"-12" RIVER ROCK COBBLE AVAILABLE FROM SOUTHWEST BOULDER
3	3" THICK 3/4" NATURAL COLORED CRUSHED ROCK OVER WEED BARRIER
4	2'-3' BOULDERS TYPICAL - DESERT GOLD - AVAILABLE FROM SOUTHWEST BOULDER & STONE (877) 792-7625
5	6' WIDE X 3" THICK STABILIZED D.G. (MOJAVE GOLD) PATH. CONTRACTOR TO INSTALL WEED BARRIER UNDERNEATH.
6	6"X6" CONCRETE MOW CURB TO SEPARATE SHRUB AREAS FROM GRAVEL

NOTES

1. ALL TREES WITHIN 6' OF HARDSCAPE SHALL BE IN A SHAWTOWN LINEAR (WRAP AROUND NOT ALLOWED) ROOT BARRIER 24" HIGH LINEAR ROOT BARRIER SHALL BE CENTERED ON TREE AND EXTEND 5' IN

2. NOTE: CONTRACTOR TO INSTALL CONCRETE MOWCURBS TO DEFINE THE FOLLOWING AREAS: BETWEEN GRAVEL AND PLANTING AREAS.

3. NOTE: QUANTITIES AND AREA CALCULATIONS SHOWN IN LEGEND ARE FOR REFERENCE ONLY. CONTRACTOR REPONSIBLE FOR ALL QUANTITY TAKE-OFFS AND AREA CALCULATIONS FOR DETERMINING COST AND DELIVERY OF MATERIALS TO SITE.

SHREDDED MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF SHREDDED COVER MULCH AVAILABLE FROM.

EARTHWORKS (951)782-0260

DG

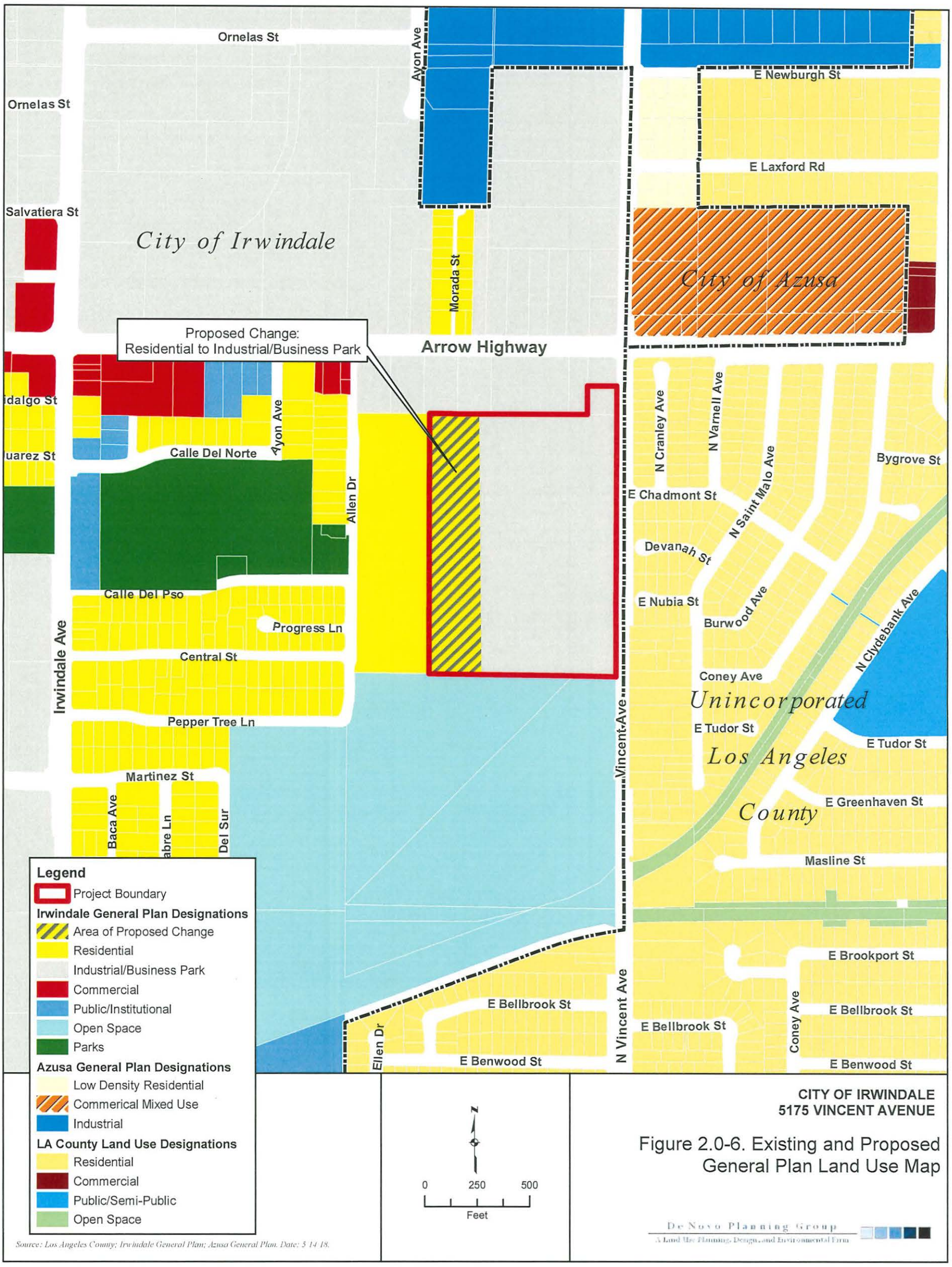
VINCENT AVENUE INDUSTRIAL

PROJECT NUMBER	Project Number
DATE	Issue Date
DESIGNER	Author
SCALE	As indicated

L-2

10/6/2021 9:27:00 AM

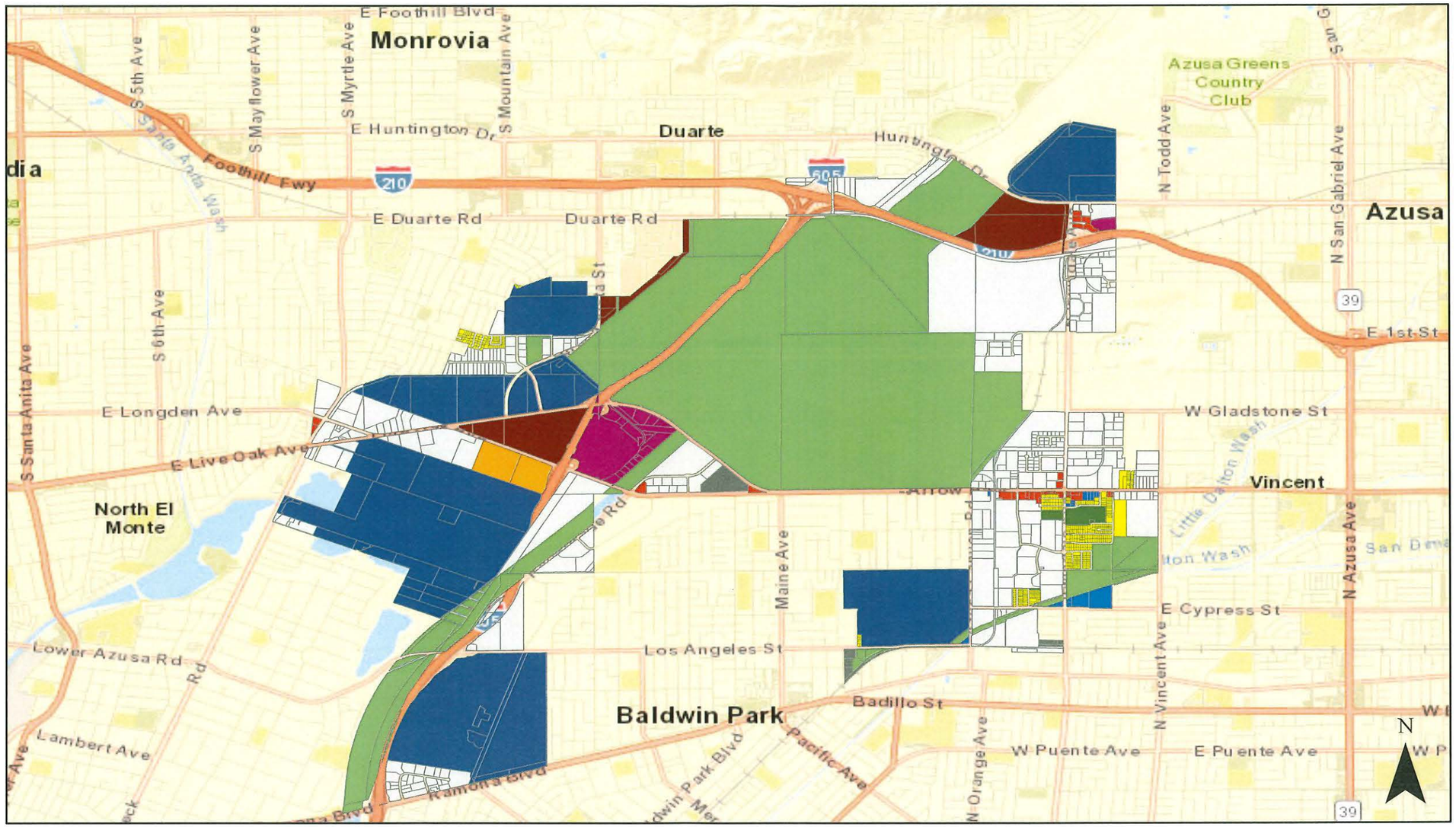
ATTACHMENT "A"



Source: Los Angeles County; Irwindale General Plan; Azusa General Plan. Date: 5-14-18.

ATTACHMENT "A"

City of Irwindale General Plan Map



GP_Irwindale (2021)

General Plan Designations

- Commercial
- Commercial/Industrial
- Commercial/Recreation
- Regional Commercial
- Industrial/Business Park
- Open Space/Easements
- Parks
- Public/Institutional
- Quarry Overlay
- Residential
- Specific Plan

0 0.25 0.5 1 1.5 2 Miles

ATTACHMENT "B"

RESOLUTION NO. 2021-79-3291

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DENYING THE ADOPTION AND CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT, STATE CLEARING HOUSE NUMBER SCH# 2018121056, TO CHANGE THE DESIGNATION OF A PORTION OF THE SUBJECT PROPERTY FROM RESIDENTIAL TO INDUSTRIAL/BUSINESS PARK AND FOR THE CONSTRUCTION OF A NEW ±545,735 SQUARE-FOOT, SPECULATIVE INDUSTRIAL CONCRETE TILT-UP BUILDING LOCATED AT 5175 VINCENT AVENUE (APNS 8417-034-015 AND 8417-034-016), INCLUDING DENIAL OF THE CORRESPONDING PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM, AND STATEMENT OF OVERRIDING CONSIDERATIONS.

A. RECITALS.

(i) Mark Gabay, 9034 W. Sunset Boulevard, West Hollywood, CA 90069, on behalf of Five Points, LLC, has made a request for a General Plan Amendment (Map) to change the designation of a portion of the subject property from Residential to Industrial/Business Park and a Site Plan and Design Review (DA) for the construction of a ±545,735 speculative, concrete tilt-up building.

(ii) The Subject Property is located at 5175 Vincent Avenue (APNs 8417-034-015 and 8417-034-016), on a total of ±26.05 acres. The Subject Property is currently zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application."

(i) As a result the following entitlements are being considered for approval for the project:

- Environmental Impact Report (SCH #2018121056)
- General Plan Amendment No. 02-2017
- Site Plan and Design Review (DA) No. 04-2017

(iii) On August 9, 2018, the Planning Division hosted a community meeting at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and understand the process.

(iv) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 20, 2018 through January 22, 2019. A copy of the MND was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website (https://www.irwindaleca.gov/400/5175-Vincent-Avenue) and was available at the Community Development Department, City Hall and the Irwindale Public

Library. A copy of the MND and Mitigation Monitoring and Reporting Program was posted on the City's website.

(v) The public review period for the MND ended on January 22, 2019.

(vi) On January 30, 2019, the Planning Commission conducted a duly noticed special public hearing on the project at which time it received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, and discussed the Proposed Project; and continued the items to a date uncertain.

(vii) On February 20, 2020, a Scoping Meeting was held to gather information for the scope of the environmental document to be prepared, at which time, attendees voiced comments regarding the project to the environmental consultant. After additional community and external agency input, the project's environmental review shifted from an MND to an EIR.

(viii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and prepared and a Draft Environmental Impact Report (DEIR). The DEIR was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the DEIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk.

(ix) A Final Environmental Impact Report ("FEIR"), SCH# 2018121056 was prepared for the proposed project, which included the Draft EIR, comments received on the Draft EIR and the Lead Agency's responses to those comments, revisions and corrections to the Draft EIR made in response to comments received, and CEQA Findings of Fact and a Statement of Overriding Considerations.

(x) The FEIR provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, and has been prepared in accordance with Public Resources Code Section 21000 *et seq.* (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* (CEQA Guidelines). (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue. All technical appendices are also available on the website.

(xi) On July 21, 2021, the Planning Commission conducted a duly noticed public hearing and due to a time constraint, adjourned the meeting to August 9, 2021 for the FEIR (SCH# 2018121056), the General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017.

(xii) On August 9, 2021, the Planning Commission conducted a duly noticed public hearing on the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017. The Planning Commission opened the public hearing and took testimony on the Application, at which time they received input from City Staff, the City Attorney, and the Applicant, heard public testimony, and discussed the Application. The Planning Commission closed the public hearing and made the finding that the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the Planning Commission recommended that the FEIR be denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable South Coast Air Quality Management District (SCAQMD) mass emission threshold. Based on these findings, the Planning Commission voted 3-0 to direct staff to prepare resolutions for a recommendation of denial of the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017 to the City Council and presented the resolutions at the next regularly scheduled Planning Commission meeting for adoption.

(xiii) On September 15, 2021, the Planning Commission adopted Resolution No. 808(21) recommending that the City Council deny the adoption and certification of the project FEIR (SCH# 2018121056).

(xiv) On October 13, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application.

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

B. RESOLUTION.

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

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

2. The City Council hereby upholds the Planning Commission recommendation and denies adoption and certification of the FEIR (SCH# 2018121056) for GPA No. 02-2017 and SP&DR(DA) No. 04-2017, based upon the Findings of Fact outlined in Section D herein.

A. FEIR CONTENTS

The FEIR consists of the following:

i. Draft EIR (SCH# 2018121056) to change the designation of a portion of the subject property from Residential to Industrial/Business Park and the construction of a ±545,735 square-foot, speculative light industrial building
ii. Draft EIR Technical Appendices

iii. Comments on the Draft EIR and the Lead Agency's Responses to Comments
iv. Additions, Corrections, and revisions to the Draft EIR

(All hereafter collectively referred to as "FEIR")

B. ACCOMPANYING DOCUMENTS TO FEIR

Documents that shall accompany the FEIR are:

i. Mitigation Monitoring and Reporting Program; and
ii. Findings of Fact; and
iii. Statement of Overriding Considerations

C. CITY COUNCIL RECORD

The proceedings and all evidence introduced before the City Council at its public hearing on the FEIR held on October 13, 2021, are hereby incorporated into the record of this proceeding. These documents, along with any documents submitted to the decision-makers, including all documents specified under applicable State law shall comprise the entire record of proceedings for any claims under CEQA.

D. FINDINGS

The City Council finds that the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the FEIR is recommended to be denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable SCAQMD mass emission threshold.

E. DECISION

Based on the findings in Section D above, the City Council denies adoption and certification of the FEIR as described in Section A above, along with the accompanying documents identified in Section B above, for the construction of a new ±545,735 square-foot, speculative industrial building located at 5175 Vincent Avenue (APNS: 8417-034-015 and 8417-034-016).

3. The custodian of records for the Initial Study, Draft and Final EIR, MMRP, and all other materials which constitute the record of proceedings upon which the City Council's decision is made, is the Director of Community Development of the City of Irwindale. Those documents are available for public review in the Community Development Department – Planning Division, located at 16102 Arrow Highway and City Hall and the Irwindale Public Library, located at 5050 Irwindale Avenue.

4. This Resolution shall be effective upon adoption.

5. The Chief Deputy City Clerk shall:
   a. Certify to the adoption of this Resolution; and
   b. Forthwith transmit a certified copy of this Resolution, by certified mail,

to the Applicant at the address of record set forth in the Application.

PASSED, ADOPTED AND APPROVED this 13th day of October 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-81-3293 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

RECUSE: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Secretary

ATTACHMENT "C"

RESOLUTION NO. 2021-80-3292

A RESOLUTION OF CITY COUNCIL OF THE CITY OF IRWINDALE DENYING GENERAL PLAN AMENDMENT NO. 02-2017 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FOR A PORTION OF THE SITE FROM RESIDENTIAL TO INDUSTRIAL/BUSINESS PARK FOR PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APN: 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT.

A. RECITALS.

(i) Mark Gabay, 9034 W. Sunset Boulevard, West Hollywood, CA 90069, on behalf of Five Points, LLC, has made a request for a General Plan Amendment to change the General Plan land use designation for ±6.93 acres from Residential to Industrial/Business Park.

(ii) The Subject Property is located at 5175 Vincent Avenue (APN 8417-034-016), on a ±26.05 acre site. The Subject Property is currently zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject General Plan Amendment (Map) shall be referred to as the "Application."

(iii) As a result the following entitlements are being considered for approval for the project:

- Environmental Impact Report (SCH #2018121056)
- General Plan Amendment No. 02-2017
- Site Plan and Design Review (DA) No. 04-2017

(iv) On August 9, 2018, the Planning Division hosted a community meeting at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and understand the process.

(v) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 20, 2018 through January 22, 2019. A copy of the MND was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website (https://www.irwindaleca.gov/400/5175-Vincent-Avenue) and was available at the Community Development Department, City Hall and the Irwindale Public Library. A copy of the MND and Mitigation Monitoring and Reporting Program was posted on the City's website.

(vi) The public review period for the MND ended on January 22, 2019.

(vii) On January 30, 2019, the Planning Commission conducted a duly noticed special public hearing on the project at which time it received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, and discussed the Proposed Project; and continued the items to a date uncertain.

(viii) On February 20, 2020, a Scoping Meeting was held to gather information for the scope of the environmental document to be prepared, at which time, attendees voiced comments regarding the project to the environmental consultant. After additional community and external agency input, the project's environmental review shifted from an MND to an EIR.

(ix) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and prepared and a Draft Environmental Impact Report (DEIR). The DEIR was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the DEIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk.

(x) A Final Environmental Impact Report ("FEIR"), SCH# 2018121056 was prepared for the proposed project, including the Draft EIR, comments received on the Draft EIR and the Lead Agency's responses to those comments, and revisions and corrections to the Draft EIR made in response to comments received, and CEQA Findings of Fact and a Statement of Overriding Considerations.

(xi) The FEIR provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the General Plan Amendment and Site Plan and Design Review (DA), and has been prepared in accordance with Public Resources Code Section 21000 *et seq.* (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* (CEQA Guidelines). (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue. All technical appendices are also available on the website.

(xii) On July 21, 2021, the Planning Commission conducted a duly noticed public hearing and due to a time constraint, adjourned the meeting to August 9, 2021 for the FEIR (SCH# 2018121056), the General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017.

(xiii) On August 9, 2021, the Planning Commission conducted a duly noticed public hearing on the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017. The Planning Commission opened the public hearing and took testimony on the Application, at which time they received input from City Staff, the City Attorney, and the

Applicant, heard public testimony and discussed the Application. The Planning Commission closed the public hearing and made the finding that the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the Planning Commission recommended that the FEIR be denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable South Coast Air Quality Management District (SCAQMD) mass emission threshold. Based on these findings, the Planning Commission voted 3-0 to direct staff to prepare resolutions for a recommendation of denial, of the FEIR and General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, to the City Council and present the resolution at the next regularly scheduled Planning Commission meeting for adoption.

(xiv) The Planning Commission of the City of Irwindale has considered the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) for General Plan Amendment No. 02-2017, which provides, among other provisions, for the development of the industrial site.

(xv) On September 15, 2021, the Planning Commission adopted Resolution No. 808(21) recommending denial of the certification and adoption the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) to the City Council.

(xvi) On September 15, 2021, the Planning Commission adopted Resolution No. 809(21) recommending denial of General Plan Amendment No. 02-2017.

(xvii) On October 13, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application and adopted Resolution No. 2021-79-3291 denying the adoption and certification of the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056).

(xviii) This Application is being processed concurrently with Site Plan and Design Review (DA) No. 04-2017.

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

B. RESOLUTION.

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

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

2. Based on substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including staff reports, verbal testimony, site plans attached hereto, the City Council hereby makes the following finding for General

Plan Amendment No. 04-2017:

a. Because the City Council denied certification and adoption of the FEIR (SCH# 2018121056) for the project through the adoption of Resolution No. 2021-79-3291, the City Council hereby denies General Plan Amendment No. 02-2017 to change the General Plan land use designation for ±6.93 acres from Residential to Industrial/Business Park for property located at 5175 Vincent Avenue (APN: 8417-034-016).

3. This Resolution shall be effective upon adoption.

4. The Chief Deputy City Clerk shall:
   a. Certify to the adoption of this Resolution; and
   b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, ADOPTED AND APPROVED this 13th day of October 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-80-3292 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

RECUSE: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Secretary

ATTACHMENT "D"

RESOLUTION NO. 2021-81-3293

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DENYING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2017 FOR THE CONSTRUCTION OF A ±545,735 SQUARE-FOOT CONCRETE TILT-UP BUILDING AND ASSOCIATED PARKING ON PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APNS: 8417-034-015 AND 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT.

A. RECITALS.

(i) Mark Gabay, 9034 W. Sunset Boulevard, West Hollywood, CA 90069, on behalf of Five Points, LLC, has made a request for a General Plan Amendment (Map) to change the designation of a portion of the subject property from Residential to Industrial/Business Park and a Site Plan and Design Review (DA) for the construction of a ±545,735 square foot speculative concrete tilt-up building.

(ii) The Subject Property is located at 5175 Vincent Avenue (APNs 8417-034-015 and 8417-034-016), on a total of ±26.05 acres. The Subject Property is currently zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application."

(iii) As a result the following entitlements are being considered for approval for the project:

- Environmental Impact Report (SCH #2018121056)
- General Plan Amendment No. 02-2017
- Site Plan and Design Review (DA) No. 04-2017

(iv) On August 9, 2018, the Planning Division hosted a community meeting at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and understand the process.

(v) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 20, 2018 through January 22, 2019. A copy of the MND was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website (https://www.irwindaleca.gov/400/5175-Vincent-Avenue) and was available at the Community Development Department, City Hall and the Irwindale Public Library. A copy of the MND and Mitigation Monitoring and Reporting Program was posted on the City's website.

(vi) The public review period for the MND ended on January 22, 2019.

(vii) On January 30, 2019, the Planning Commission conducted a duly noticed special public hearing on the project at which time it received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, and discussed the Proposed Project; and continued the items to a date uncertain.

(viii) On February 20, 2020, a Scoping Meeting was held to gather information for the scope of the environmental document to be prepared, at which time, attendees voiced comments regarding the project to the environmental consultant. After additional community and external agency input, the project's environmental review shifted from an MND to an EIR.

(ix) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and prepared and a Draft Environmental Impact Report (DEIR). The DEIR was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the DEIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk.

(x) A Final Environmental Impact Report ("FEIR"), SCH# 2018121056 was prepared for the proposed project, which included the Draft EIR, comments received on the Draft EIR and the Lead Agency's responses to those comments revisions and corrections to the Draft EIR made in response to comments received, and CEQA Findings of Fact and a Statement of Overriding Considerations.

(xi) The FEIR provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the General Plan Amendment and Site Plan and Design Review (DA), and has been prepared in accordance with Public Resources Code Section 21000 *et seq*. (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq*. (CEQA Guidelines). (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue. All technical appendices are also available on the website.

(xii) On July 21, 2021, the Planning Commission conducted a duly noticed public hearing and due to a time constraint, adjourned the meeting to August 9, 2021 for the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017.

(xiii) On August 9, 2021, the Planning Commission conducted a duly noticed public hearing on the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017. The Planning

Commission opened the public hearing and took testimony on the Application, at which time they received input from City Staff, the City Attorney, and the Applicant, heard public testimony, and discussed the Application. The Planning Commission closed the public hearing and made the finding that the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the Planning Commission recommended that the FEIR be denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable South Coast Air Quality Management District (SCAQMD) mass emission threshold. Based on these findings, the Planning Commission voted 3-0 to direct staff to prepare resolutions for a recommendation of denial of the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017 to the City Council and present the resolutions at the next regularly scheduled Planning Commission meeting for adoption.

(xiv) The Planning Commission of the City of Irwindale has considered the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) for Site Plan and Design Review (DA) No. 04-2017, which provides, among other provisions, for the development of the industrial site.

(xv) On September 15, 2021, the Planning Commission adopted Resolution No. 808(21) recommending denial of the certification and adoption the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) to the City Council.

(xv) On September 15, 2021, the Planning Commission adopted Planning Commission (PC) Resolution 810(21) recommending denial of the Site Plan and Design Review (DA) No. 04-2017.

(xvi) On October 13, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application and adopted Resolution No. 2021-79-3291 denying the adoption and certification of the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056).

(xvii) This Application is being processed concurrently with General Plan Amendment No. 02-2017.

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

B. RESOLUTION.

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

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

2. Based on substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including staff reports, verbal testimony, site plans attached hereto, the City Council hereby makes the following finding for Site Plan and Design Review (DA) No. 04-2017:

a. Because the City Council does not recommend the certification and adoption of the FEIR (SCH# 2018121056) for the project, the City Council hereby denies Site Plan and Design Review (DA) No. 04-2017 for the construction of a new ±545,735 square-foot, speculative industrial building located at 5175 Vincent Avenue (APNS: 8417-034-015 and 8417-034-016).

3. This Resolution shall be effective upon adoption.

4. The Chief Deputy City Clerk shall:
   a. Certify to the adoption of this Resolution; and
   b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, ADOPTED AND APPROVED this 13th day of October 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-81-3293 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

RECUSE: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Secretary

ATTACHMENT "E"

RESOLUTION NO. 2021-82-3294

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT, STATE CLEARING HOUSE (SCH# 2018121056) TO CHANGE THE DESIGNATION OF A PORTION OF THE SUBJECT PROPERTY FROM RESIDENTIAL TO INDUSTRIAL/BUSINESS PARK AND FOR THE CONSTRUCTION OF A NEW ±545,735 SQUARE-FOOT, SPECULATIVE INDUSTRIAL CONCRETE TILT-UP BUILDING LOCATED AT 5175 VINCENT AVENUE (APNS 8417-034-015 AND 8417-034-016), ADOPTING THE FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM (MMRP), PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

A. RECITALS.

(i) Mark Gabay, 9034 W. Sunset Boulevard, West Hollywood, CA 90069, on behalf of Five Points, LLC, has made a request for a General Plan Amendment (Map) to change the designation of a portion of the subject property from Residential to Industrial/Business Park and a Site Plan and Design Review (DA) for the construction of a ±545,735 speculative, concrete tilt-up building.

(ii) The Subject Property is located at 5175 Vincent Avenue (APNs 8417-034-015 and 8417-034-016), on a total of ±26.05 acres. The Subject Property is currently zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application."

(iii) As a result the following entitlements are being considered for approval for the project:

- Environmental Impact Report (SCH #2018121056)
- General Plan Amendment No. 02-2017
- Site Plan and Design Review (DA) No. 04-2017

(iv) On August 9, 2018, the Planning Division hosted a community meeting at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and understand the process.

(v) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 20, 2018 through January 22, 2019. A copy of the MND was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website (https://www.irwindaleca.gov/400/5175-Vincent-Avenue) and was available at the Community Development Department, City Hall and the Irwindale Public

Library. A copy of the MND and Mitigation Monitoring and Reporting Program was posted on the City's website.

(vi) The public review period for the MND ended on January 22, 2019.

(vii) On January 30, 2019, the Planning Commission conducted a duly noticed special public hearing on the project at which time it received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, and discussed the Proposed Project; and continued the items to a date uncertain.

(viii) On February 20, 2020, a Scoping Meeting was held to gather information for the scope of the environmental document to be prepared, at which time, attendees voiced comments regarding the project to the environmental consultant. After additional community and external agency input, the project's environmental review shifted from an MND to an EIR.

(ix) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and prepared and a Draft Environmental Impact Report (DEIR). The DEIR was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the DEIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk.

(x) A Final Environmental Impact Report ("FEIR"), SCH# 2018121056 was prepared for the proposed project, which included the Draft EIR, comments received on the Draft EIR and the Lead Agency's responses to those comments, revisions and corrections to the Draft EIR made in response to comments received, and CEQA Findings of Fact and a Statement of Overriding Considerations.

(xi) The FEIR provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, and has been prepared in accordance with Public Resources Code Section 21000 *et seq.* (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* (CEQA Guidelines). (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue. All technical appendices are also available on the website.

(xii) On July 21, 2021, the Planning Commission conducted a duly noticed public hearing and due to a time constraint, adjourned the meeting to August 9, 2021 for the FEIR (SCH# 2018121056), the General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017.

(xiii) On August 9, 2021, the Planning Commission conducted a duly noticed public hearing on the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017. The Planning Commission opened the public hearing and took testimony on the Application, at which time they received input from City Staff, the City Attorney, and the Applicant, heard public testimony, and discussed the Application. The Planning Commission closed the public hearing and made the finding that the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the Planning Commission recommended that the FEIR be denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable South Coast Air Quality Management District (SCAQMD) mass emission threshold. Based on these findings, the Planning Commission voted 3-0 to direct Staff to prepare resolutions for a recommendation of denial, of the FEIR, General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017, to the City Council and presented the resolutions at the next regularly scheduled Planning Commission meeting for adoption.

(xiv) The Planning Commission of the City of Irwindale has considered the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) for General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, which provides, among other provisions, for the development of the industrial site.

(xv) On September 15, 2021, the Planning Commission adopted Resolution No. 808(21) recommending denial of the certification and adoption the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) to the City Council.

(xvi) On October 13, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application.

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

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

Section 1. Recitals. The City Council, as the Lead Agency, hereby specifically finds that all of the facts set forth in the Recitals of this Resolution are true and correct and incorporated herein.

Section 2. EIR Contents. The City Council hereby confirms at its public hearing on the Final EIR held on October 13, 2021, that the following documents as well as supporting testimony and documentation provided at said public hearing, are hereby incorporated into the record of this proceeding. These documents, along with any documents submitted to the decision-makers, including all documents specified under applicable State law shall comprise

the entire record of proceedings for any claims under CEQA. The EIR (SCH# 2018121056) consists of the following:

a. The FEIR including any attached appendices;
b. Draft EIR (SCH# 2018121056) to change the designation of a portion of the subject property from Residential to Industrial/Business Park and the construction of a ±545,735 square-foot, speculative light industrial building
c. Draft EIR Technical Appendices;
d. Comments on the Draft EIR and the Lead Agency's Responses to Comments;
e. Additions, Corrections, and revisions to the Draft EIR.

(All hereafter collectively referred to as "FEIR")

Section 3. Accompanying Documents To FEIR. Documents that shall accompany and be part of the FEIR are:

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

Section 4. Certification Of Compliance With California Environmental Quality Act. The City Council does hereby find that the FEIR (Attachment "J"), a copy which is on file with the City Clerk's Office, Irwindale Public Library, and Community Development Department), the Findings of Fact and the Statement of Overriding Considerations (Attachment "J"), and the Mitigation Monitoring and Reporting Program (Attachment "J") have been prepared in accordance with requirements of the California Environmental Quality Act, and the CEQA Guidelines.

Section 5. The facts set forth in the Statement of Facts and Findings and Statement of Overriding Considerations Regarding the Environmental Effects for the Environmental Impact Report for General Plan Amendment No. 04-2017 and Site Plan & Design Review (DA) No. 04-2017, set forth in Attachment "J" (the "Findings of Fact and Statement of Overriding Considerations"), attached to this Resolution, are true and correct and based upon substantial evidence in the record, including the Final EIR, and are hereby incorporated herein by this reference.

Section 6. The City Council, as the Lead Agency, does hereby find the following regarding the CEQA Findings of Fact, Mitigation Monitoring and Reporting Program and Statement of Overriding Consideration:

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

b. *Certification of Final Environmental Impact Report.* The City Council hereby certifies that (1) the FEIR has been completed in compliance with CEQA; (2) that it has reviewed and considered the information contained in the FEIR prior

to approving the project; and (3) that the FEIR reflects the City Council's independent judgment and analysis.

c. Adoption of *Mitigation Monitoring and Reporting Program.* As more fully identified and set forth in FEIR and in the Findings of Fact for this Project, which was provided as part of the public hearing, a copy of which is on file in the office of the Chief Deputy City Clerk, and as required by applicable law, the City Council finds that the mitigation measures described and specifically identified in the above referenced documents are feasible and shall become binding upon the entity (such as the project proponent or the City) assigned thereby to implement the particular mitigation measures as identified in the Mitigation Monitoring and Reporting Program. The City Council finds that the Program is designed to ensure that, during project implementation, the City as a Responsible Agency, implement the project components and comply with the mitigation measures identified in the Findings of Fact and the Mitigation Monitoring and Reporting Program.

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

Section 7. The City Council, as the Lead Agency under CEQA, hereby approves, adopts, and certifies the Final EIR for General Plan Amendment No. 04-2017 and Site Plan & Design Review (DA) No. 02-2017, as adequate and complete in that it addresses all environmental effects of the project and fully complies with the requirements of CEQA and the CEQA Guidelines

Section 8. This resolution shall be effective upon adoption.

Section 9. The Chief Deputy City Clerk shall:

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

PASSED, APPROVED AND ADOPTED this 13th day of October 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-82-3294 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

RECUSE: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Secretary

ATTACHMENT "F"

RESOLUTION NO. 2021-83-3295

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING GENERAL PLAN AMENDMENT NO. 04-2017 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FOR A PORTION OF THE SITE FROM RESIDENTIAL TO INDUSTRIAL/BUSINESS PARK FOR PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APN: 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) AND MAKING CERTAIN FINDINGS OF FACT.

A. RECITALS.

(i) Mark Gabay, 9034 W. Sunset Boulevard, West Hollywood, CA 90069, on behalf of Five Points, LLC, has made a request for a General Plan Amendment to change the General Plan land use designation for ±6.93 acres from Residential to Industrial/Business Park.

(ii) The Subject Property is located at 5175 Vincent Avenue (APN 8417-034-016), on a ±26.05 acre site. The Subject Property is currently zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject General Plan Amendment (Map) shall be referred to as the "Application."

(iii) On August 9, 2018, the Planning Division hosted a community meeting at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and understand the process.

(iv) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 20, 2018 through January 22, 2019. A copy of the MND was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website (https://www.irwindaleca.gov/400/5175-Vincent-Avenue) and was available at the Community Development Department, City Hall and the Irwindale Public Library. A copy of the MND and Mitigation Monitoring and Reporting Program was posted on the City's website.

(v) The public review period for the MND ended on January 22, 2019.

(vi) On January 30, 2019, the Planning Commission conducted a duly noticed special public hearing on the project at which time it received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, and discussed the Proposed Project; and continued the items to a date uncertain.

(vii) On February 20, 2020, a Scoping meeting was held to gather information for the scope of the environmental document to be prepared, at which time, attendees voiced comments regarding the project to the environmental consultant. After additional community and external agency input, the project's environmental review shifted from an MND to an EIR.

(viii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and prepared and a Draft Environmental Impact Report (DEIR). The DEIR was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the DEIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk.

(ix) A Final Environmental Impact Report ("FEIR"), SCH# 2018121056 was prepared for the proposed project, which included the Draft EIR, comments received on the Draft EIR and the Lead Agency's responses to those comments, revisions and corrections to the Draft EIR made in response to comments received, and CEQA Findings of Fact and a Statement of Overriding Considerations.

(x) The FEIR provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, and has been prepared in accordance with Public Resources Code Section 21000 *et seq.* (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* (CEQA Guidelines). (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue. All technical appendices are also available on the website.

(xi) On July 21, 2021, the Planning Commission conducted a duly noticed public hearing and due to a time constraint, adjourned the meeting to August 9, 2021 for the FEIR (SCH# 2018121056), the General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017.

(xii) On August 9, 2021, the Planning Commission conducted a duly noticed public hearing on the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017. The Planning Commission opened the public hearing and took testimony on the Application, at which time they received input from City Staff, the City Attorney, and the Applicant, heard public testimony, and discussed the Application. The Planning Commission closed the public hearing and made the finding that the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the Planning Commission recommended that the FEIR be denied due to the cumulative impact on the region's air quality. Additionally,

the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable South Coast Air Quality Management District (SCAQMD) mass emission threshold. Based on these findings, the Planning Commission voted 3-0 to direct Staff to prepare resolutions for a recommendation of denial, of the FEIR, General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017, to the City Council and present the resolution at the next regularly scheduled Planning Commission meeting for adoption.

(xiii) The Planning Commission of the City of Irwindale has considered the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) for General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, which provides, among other provisions, for the development of the industrial site.

(xiv) On September 15, 2021, the Planning Commission adopted Resolution No. 808(21) recommending denial of the certification and adoption the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) to the City Council.

(xv) On October 13, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application.

(xvi) This application is being processed concurrently with Site Plan and Design Review (DA) No. 04-2017.

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

B. RESOLUTION.

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

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

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

a. The proposed change in land use designation from Residential to Industrial/Business Park is being proposed to clean up the ambiguity of the property boundaries designated in the General Plan. The map which was used to determine the General Plan designation of the site was taken from the 2008 General Plan and the property boundaries are ambiguous. Staff believes the acreage designated as Residential is a simple map error due to the age

and sophistication of the original software and method of reproduction used. Therefore, the proposed general plan amendment is consistent with California Government Code Section 65358(a) (Amendments), "If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan."

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

c. The proposed General Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The purpose of the proposed General Plan Amendment is to create consistency between the M-2 (Heavy Manufacturing) zoning designation with the Industrial/Business Park land use designation. The existing acres that are currently designated with a Residential land use are inconsistent with Industrial/Business Park land use of the majority of the subject property.

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

3. Based upon the substantial evidence and conclusions set forth herein above and upon other oral evidence presented at the public hearing, and subject to, and reliant upon, the City Council adopting the FEIR, certified by the City of Irwindale as the Lead Agency, this City Council hereby adopts General Plan Amendment No. 02-2017, which amends the Land Use Plan Map (Attachment "A") from Residential to Industrial/Business Park.

4. This Resolution shall be effective upon adoption.

5. The Chief Deputy City Clerk shall:
   a. Certify to the adoption of this Resolution; and
   b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, ADOPTED AND APPROVED this 13th day of October 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-83-3295 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

RECUSE: Councilmembers:

Secretary

ATTACHMENT "G"

RESOLUTION NO. 2021-84-3296

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2017 FOR THE CONSTRUCTION OF A ±545,735 SQUARE-FOOT CONCRETE TILT-UP BUILDING AND ASSOCIATED PARKING ON PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APNS: 8417-034-015 AND 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) AND MAKING CERTAIN FINDINGS OF FACT.

A. RECITALS.

(i) Mark Gabay, 9034 W. Sunset Boulevard, West Hollywood, CA 90069, on behalf of Five Points, LLC, has made a request for a Site Plan and Design Review (DA) for the construction of a ±545,735 speculative, concrete tilt-up building.

(ii) The Subject Property is located at 5175 Vincent Avenue (APNs 8417-034-015 and 8417-034-016), on a total of ±26.05 acres. The Subject Property is currently zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application."

(iii) On August 9, 2018, the Planning Division hosted a community meeting at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and understand the process.

(iv) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 20, 2018 through January 22, 2019. A copy of the MND was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website (https://www.irwindaleca.gov/400/5175-Vincent-Avenue) and was available at the Community Development Department, City Hall and the Irwindale Public Library. A copy of the MND and Mitigation Monitoring and Reporting Program was posted on the City's website.

(v) The public review period for the MND ended on January 22, 2019.

(vi) On January 30, 2019, the Planning Commission conducted a duly noticed special public hearing on the project at which time it received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony,

and discussed the Proposed Project; and continued the items to a date uncertain.

(vii) On February 20, 2020, a Scoping meeting was held to gather information for the scope of the environmental document to be prepared, at which time, attendees voiced comments regarding the project to the environmental consultant. After additional community and external agency input, the project's environmental review shifted from an MND to an EIR.

(viii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and prepared and a Draft Environmental Impact Report (DEIR). The DEIR was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the DEIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk.

(ix) A Final Environmental Impact Report ("FEIR"), SCH# 2018121056 was prepared for the proposed project, which included the Draft EIR, comments received on the Draft EIR and the Lead Agency's responses to those comments, revisions and corrections to the Draft EIR made in response to comments received, and CEQA Findings of Fact and a Statement of Overriding Considerations.

(x) The FEIR provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, and has been prepared in accordance with Public Resources Code Section 21000 *et seq.* (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* (CEQA Guidelines). (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue. All technical appendices are also available on the website.

(xi) (xi) On July 21, 2021, the Planning Commission conducted a duly noticed public hearing and due to a time constraint, adjourned the meeting to August 9, 2021 for the FEIR (SCH# 2018121056), the General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017.

(xii) On August 9, 2021, the Planning Commission conducted a duly noticed public hearing on the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017. The Planning Commission opened the public hearing and took testimony on the

Application, at which time they received input from City Staff, the City Attorney, and the Applicant, heard public testimony, and discussed the Application. The Planning Commission closed the public hearing and made the finding that the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the Planning Commission recommended that the FEIR be denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable South Coast Air Quality Management District (SCAQMD) mass emission threshold. Based on these findings, the Planning Commission voted 3-0 to direct Staff to prepare resolutions for a recommendation of denial, of the FEIR, General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017, to the City Council and present the resolution at the next regularly scheduled Planning Commission meeting for adoption.

(xiii) The Planning Commission of the City of Irwindale has considered the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) for General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, which provides, among other provisions, for the development of the industrial site.

(xiv) On September 15, 2021, the Planning Commission adopted Resolution No. 808(21) recommending denial of the certification and adoption the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) to the City Council.

(xv) On October 13, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application.

(xvi) This application is being processed concurrently with General Plan Amendment No. 02-2017.

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

B. RESOLUTION.

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

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

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports,

verbal testimony, site plans and Conditions of Approval attached hereto, this City Council hereby makes the following findings for Site Plan and Design Review (DA) No. 04-2017:

a. The proposed project is in conformance with the General Plan, Zoning Ordinance, and other ordinances and regulations of the City.

   The subject site is zoned M-2 (Heavy Manufacturing) and has a General Plan land use designation of Industrial/Business Park and Residential. A General Plan Amendment (Map) is proposed to change the designation of a small portion of the subject property from Residential to Industrial/Business Park. The proposed construction of a new building exceeding 10,000 square feet is subject to a Site Plan and Design Review (DA). The prospective use is currently unknown but there are many potential uses that are permitted by right due to the current zoning designation but certain uses would be not be allowed or would be subject to a Conditional Use Permit.

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

   This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists.

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

   i. Facilities and improvements,
   The proposed building is setback approximately 150'-0" feet from vehicle ingress to accommodate projected queuing, thus avoid overflow onto Vincent Avenue. All structures and infrastructure improvements will be constructed to current code and completed prior to Certificate of Occupancy.

   ii. Pedestrian and vehicular ingress, egress, and internal circulation,
   There is no proposed through-site access. The site is bordered by industrial buildings to the north, a County-owned pit to the south, unincorporated residential to the east and a vacant lot the west. Vincent Avenue serves as the only vehicular access to the site.

   iii. Setbacks,
   The project has been designed to comply with the required minimum setbacks for the M-2 (Heavy Manufacturing) zone.

   iv. Height of buildings,

There is no maximum building height restriction within the M-2 (Heavy Manufacturing) zone. Nonetheless, the proposed building has been designed to complement the massing and height of the existing buildings in the area, as well as, take advantage of the prominence of the location to serve as an attractive gateway statement.

v. Signs,
Based on the approximate square footage of the industrial building, the allowable amount of wall signage would equate to ±5,457 square feet. Freestanding signs would be limited to 150 square feet regardless of building size. Like other recently approved, large-scale projects, Staff incorporates a Condition of Approval that requires the applicant to prepare a comprehensive sign program. The sign program includes but is not limited to sign type, square footage allowances, placement, illumination, quantity, colors and materials.

vi. Mechanical and utility service equipment,
Site has been designed to attractively screen all rooftop and surface level mechanical equipment and storage area.

vii. Landscaping,
The landscaping requirement has been met through considered choices of plantings appropriate to the location, building type, and building scale.

viii. Grading,
Project has been designed to take advantage of the existing topography, thus reducing grading activities on site.

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

x. Parking,
IMC Subsection 17.64.030.P(2) "Offices not providing customer service on the premises" requires a minimum one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 square feet of gross floor area, whichever is the greater and IMC Subsection 17.64.030(V) "Warehouse and storage buildings" requires one (1) parking space for each 1,000 square feet of the first 20,000 square feet of gross floor area, one (1) space for each 2,000 square feet for the next 20,000 square feet of gross floor area and one (1) space for each 4,000 square feet for all floor area over 40,000 square feet of gross floor area Based on the proposed square footage, the project requires 183 stalls and 199 standard-sized stalls are being proposed. In addition to providing parking for passenger vehicles, there are 18 bicycle parking stalls and

space for 181 trailer stalls. The current IMC does not have a minimum stall size for trailers; however, the proposed stalls measure 10'-0 x 53'-0. All parking is surface parking; there are no proposed parking structures or subterranean lots.

xi. Drainage,
A Water Quality Management Plan (WQMP) has been prepared to address hydrology and drainage.

xii. Intensity of land use.
The project is located on a flat, primarily rectangular lot. Mining of the site began in the 1930s and was completed in the 1970s. The City then began backfilling the site with a variety of construction debris (e.g., soil, concrete, asphalt, rebar, bricks, and cinder blocks) and other inert materials. The last entitlement, approved by the Planning Commission on October 1, 2009, was for the remediation and filling of the pit. Operations began approximately May 2010 and were completed on April 11, 2019. The proposed industrial warehouse building is consistent with the General Plan designation of Industrial/Business Park and Zoning designation of M-2 (Heavy Manufacturing), as well as adjacent industrial land uses.

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

The proposed tilt-up building incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines including but not limited to façade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping.

3. The City, as the Lead Agency, has analyzed the project and prepared and an Environmental Impact Report (EIR). The EIR was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the EIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk. (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue. All technical appendices are also available on the website.

4. Based upon the substantial evidence and conclusions set forth herein above, this City Council approves the application for Site Plan and Design Review (DA) subject to, and reliant upon, the adoption of the FEIR by the City Council, including the corresponding Findings of Fact, Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program. The approval is subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

5. This Resolution shall be effective upon adoption.

6. The Chief Deputy City Clerk shall:
   a. Certify to the adoption of this Resolution; and
   b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, ADOPTED AND APPROVED this 13th day of October 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-84-3296 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

RECUSE: Councilmembers:

_____

Secretary

EXHIBIT "A"

CITY COUNCIL RESOLUTION NO. 2021-84-3296

Site Plan and Design Review No. 04-2017
Speculative, concrete tilt-up building
5175 Vincent Avenue

A. GENERAL

1. The use and development authorized by this Site Plan and Design Review (DA), allow for the construction of a ±545,735 square-foot speculative, concrete tilt-up building substantially in conformance with the plans dated October 7, 2021.

2. A building permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.

3. The Applicant shall agree and consent, in writing, to each and every condition of permit approval set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan and Design Review (DA).

4. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department for the speculative building, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

5. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body to Site Plan and Design Review Permit No. 04-2017. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

6. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

7. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

8. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.

9. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

10. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.

11. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.

12. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale M-2 (Heavy Manufacturing) zoning standards and regulations through the business license and zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The use and improvements authorized by this Site Plan and Design Review (DA), shall conform to the plans as finally approved by the City (dated October 7, 2021) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Director, shall require the prior approval of the City Council pursuant to the amendment of the Site Plan and Design Review Permit.

2. This project shall be subject to the City of Irwindale's utility tax.

3. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans submitted to the Building Division for plan check.

4. A Lot Line Adjustment shall be required to remove or adjust the shared property line between APN 8417-034-015 and APN 8417-034-016. The Lot Line Adjustment shall be recorded prior to the issuance of a Certificate of Occupancy.

5. The following uses shall be prohibited. Should any of the following uses be proposed, environmental review shall be required prior to any tenant improvements to the building.
    a. Cold storage
    b. Fulfillment center
    c. Parcel hub

6. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."

7. Landscaping shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible. Landscaping shall be provided as shown on the approved Conceptual Landscape and as modified pursuant to City Building Plan Check review of Precise Landscape and Irrigation plans.

8. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Director and the City Engineer. Vision clearance shall be maintained at all vehicle entrances and exits.

9. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.

10. A six (6) inch horizontal concrete curb shall surround all landscaped planters.

11. The following invasive plants shall not be used in landscaping:

- *Carpobrotus edulis* (ice plant)
- *Hedera helix, H. Hibernica, H. caneriensis* (English ivy, Irish ivy, Algerian ivy
- *Vinca Major* (periwinkle)
- *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
- *Cortaderia selloana, C. jubata* and all cultivars and varieties (pampas grass)
- *Retama monosperma, Genista monspessulana, Cytisus striatus, Cytisus scoparius,* and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
- *Acacia Cyclops* (acacia or western coastal wattle)
- *Myoporum laetum* (myoporum)
- *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
- *Schinus terevinthifolius* (Brazilian pepper)
- *Eucalyptus globules, E. camaldulensis* (eucalyptus, blue gum, and red gum)

12. A minimum of 10% (±112,749 square feet) the total lot area shall be landscaped.

13. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.

14. Any event not held during typical hours of operation shall be subject the Community Development Department review.

15. Applicant shall obtain approval and permits from the Planning and Building Divisions for all project signage prior to construction of any signs on the project site.

16. Drive aisles shall remain open and unobstructed for vehicular circulation.

17. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the City's Commercial and Industrial Design Guidelines.

18. Trash enclosures (6'-0" high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be covered and built with decorative materials to match the type, texture, and color of the materials used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.

19. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs or similar planting materials as allowed.

20. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings[1]. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.

21. All rooftop wireless telecommunications antennas operated by third parties are subject to the provisions of Chapter 17.90 of the Irwindale Municipal Code shall require a separate permit in accordance with the provisions of the Municipal Code.

22. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and shall be a minimum five (5) feet in length painted with minimum one (1) foot wide

[1] Photovoltaic equipment is exempt from this requirement.

brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.

23. A lighting plan shall be submitted for approval by the Community Development Director describing lighting fixtures for building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas. A minimum of 1-foot candle shall be provided.

24. Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.

25. A temporary chain link fence with green screening, or acoustical fencing assembly as specified in the EIR, shall be installed and maintained around the perimeter of the site at all times during construction.

26. Any masonry walls, tube steel fences, and driveway gates shall be decorative and consistent with the building design and the Commercial and Industrial Design Guidelines. The design of the walls and gates shall be subject to the review and approval of the Community Development Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.

27. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

28. Applicant/developer shall post "No Overnight/Unauthorized Parking" signs on the property to prevent unauthorized parking on the site.

29. Construction activity shall take place no earlier than 7:00 AM on each day and no later than 7:00 PM on each day, Monday thru Saturday. No construction activities of any kind shall be performed on Sundays.

30. All construction related activity shall comply with the noise standards as set forth in IMC Section 9.28.030.

31. All truck loading and unloading shall occur on the site. No loading, unloading or truck idling shall be permitted to take place on the street for any business located on the site.

C. FIRE DEPARTMENT

1. Projects associated with a land development permit such as a tract or parcel map, conditional use permit, zone change or other such permits, shall submit plans to the Land Development Unit (LDU) for review and approval prior to submitting to Fire Prevention Engineering for building plan review. To contact LDU please call (323) 890-4243 or submit to our office located at 5823 Rickenbacker Road, Commerce, CA 90040.

2. Submit two sets of architectural plans to the Fire Prevention Engineering Office located at 5823 Rickenbacker Road, Commerce, CA 90040. Plan sets shall contain a minimum of a site plan, floor plan(s), elevations, door and window schedules, wall details, and appropriate section details. Please provide architectural sheets only. No civil, electrical, mechanical, plumbing, etc.

3. Indicate on plans the project address, assessor's parcel number, type of construction, occupancy classification, area of each floor level and building area increase modifications in accordance with the Building Code.

4. Provide a minimum unobstructed width of 26 feet, clear to the sky, Fire Department vehicular access to within 150 feet of all portions of exterior walls. Dead-end access roadways greater than 150 feet in length, shall be provided with an approved fire apparatus turnaround. The access width shall be increased to 28 feet when proposed buildings, or portions of buildings, are more than 3 stories, or more than 30 feet in height. A 32 foot centerline turning radius is required at each change of direction in vehicle travel regardless of the required width. Fire Code Appendix C

5. On the site plan, show the location of all existing public fire hydrants within 300 feet of all property lines and call out the hydrant size and dimensions to property lines. Additionally, show all existing on-site fire hydrants.

6. The required fire flow for public fire hydrants at this location is 4000 gallons per minute at 20 psi for duration of 4 hours over and above daily domestic demand in accordance with Fire Code Appendix B and Table B105.2.

7. Complete and return the original "Fire Flow Availability" Form No. 196.

8. Indicate on the site plan the location of high voltage transmission lines near the property. Structures proposed to be constructed adjacent to high voltage transmission lines, within 100 feet of the drip line, shall be subject to additional review by the Fire Marshal with regard to Fire Department operational procedures. Based on the Fire Marshal review additional building construction requirements may be imposed on the project in accordance with Regulation #27.

9. Indicate existing or proposed photovoltaic systems on the building rooftop or within the Fire Department access route. PV systems shall be in compliance with the Fire Code Section 605 and Regulation #27.

10. Additional Requirements, including the installation of additional fire hydrants, may be imposed, in accordance with applicable codes, regulations, standards and policies after the above information is reviewed. Fire Department requirements are based on the information provided on the plans submitted for review.

11. Per the plans, it appears that additional public fire hydrant(s) will be required on Vincent Ave and Arrow Highway. On the site plan, show the location of all existing public fire hydrants within 300 feet of all property lines and call out the hydrant size and dimensions to property lines.

12. The parapets shall not exceed 48 inches high on all sides of the building.

13. It appears that the building will be used for the storage of high piled combustible storage (HPS). The building design will need to meet the requirements for HPS per the Fire Code Chapter 32, which includes access doors each 100 feet, and smoke and heat venting.

D. PUBLIC WORKS/ENGINEERING

STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.

2. The owner and/or developer shall resurface Vincent Avenue, along the project frontage, to the City boundary. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.

3. The owner and/or developer shall design, install and construct a meandering sidewalk (5 feet wide minimum), landscaped parkway (5 feet wide minimum), street trees and irrigation along Vincent Avenue at the project frontage. Irrigation for public street trees and landscaping shall be connected to the on-site private water meter. Maintenance agreements shall be executed and recorded for the private maintenance and repairs of street trees and irrigation on Vincent Avenue. All improvements shall be constructed in accordance with City standards to the satisfaction of the Public Services Director. Construction plans shall be reviewed and approved by the Public Services Director.

4. Roadway and pedestrian access easements shall be granted to the City along the project frontage on Vincent Avenue to provide 10 feet of public right-of-way from back of curb.

5. The owner and/or developer shall remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter as directed by the Director of Engineering.

6. The owner/developer shall design and construct ADA accessible driveway approaches and remove all existing driveways and parkway drains along Vincent Avenue. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering.

7. The owner and/or developer shall install new street lights on Vincent Avenue along the project frontage per City of Irwindale and County of Los Angeles Street Lighting Design Standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.

8. The owner and/or developer shall reimburse the City for the actual cost for the installation, replacement or modification of street name signs, traffic control signs, striping and pavement markings required in conjunction with the development.

9. Common driveways shall not be allowed, unless approved by the Director of Engineering. Proposed driveways shall be located clear of existing fire hydrants, street lights, water meters, etc.

UTILITIES

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

11. The owner/developer shall pay for the entire cost for the design, engineering construction and inspection of any upgrade to the water main and connections as required by the serving water company for the proposed development.

12. The owner/developer shall obtain a Storm Drain Connection Permit for the connection to the existing storm drain system.

13. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the Director of Engineering.

14. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the Director of Engineering. A sewer study shall be submitted along with the sanitary sewer plans.

15. The owner/developer shall design and construct a public storm drain along the southerly boundary of the adjacent 10-acre City-owned property to the west and connect to existing public utilities on Allen Drive. The new storm drain shall be designed with sufficient capacity to serve the project site and the adjacent 10-acre City-owned site. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering. A public utility easement granted to the City shall be executed and recorded. The owner/developer shall bear the full cost of design, construction, construction management, inspection and associated costs. The owner/developer shall contribute $33,000 annually, for six years, to the City for the maintenance and operation of the new public storm drain. This annual contribution shall be subject to yearly CPI adjustments.

16. The owner/developer shall design and construct a public sanitary sewer line and connect to existing public sanitary sewers on Allen Drive or Vincent Avenue. The new sanitary sewer shall be designed with sufficient capacity to serve the project site and the future development of the adjacent 10-acre City-owned site. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering. A public utility easement granted to the City shall be executed and recorded. The owner/developer shall bear the full cost of design, construction, construction management, inspection and associated costs. The owner/developer shall contribute $5,000 annually, for ten years, to the City for the maintenance and operation of the new public sanitary sewer. This annual contribution shall be subject to yearly CPI adjustments.

17. A 10-foot wide public utility and pedestrian access easement shall be dedicated to the City along the southerly property line of the project site. A minimum 5-foot wide walkway shall be constructed within this easement and shall be accessible from Vincent Avenue and the adjacent 10-acre City-owned site. All improvements shall be constructed in accordance with the City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.

18. Prior to the issuance of building permits, the owner/developer shall provide a will-serve letter from the water utility provider to the City.

TRAFFIC

19. In accordance with Mitigation Measure 3.8-1 of the project EIR, the project employer shall be required to provide general commute benefits to employees, which may include financial subsidies or pre-tax deductions for transit, carpooling, and vanpooling activities. All employees shall be eligible for alternative

transportation benefits. These programs shall be subject to on-going and consistent monitoring and reporting by City staff.

20. In accordance with the Mitigation Measures outlined in the project Traffic Impact Analysis, prior to the issuance of building permits, the owner/developer shall make the applicable fair share payments to the City of Irwindale, Caltrans, City of Azusa or County of Los Angeles for the following improvements.

21. Fair share payments for each improvement shall be submitted to the lead agency which will construct the improvement(s). Fair share payments shall be based on engineer's cost estimates approved by the Director of Engineering. Proof of payment for all applicable fair share fees shall be submitted to the City of Irwindale.

- Mitigation Measure #1: I-605 Freeway SB On-Ramp/ Live Oak Avenue
  - *Construct an additional left-turn lane at the westbound approach.*
  - *Construct a receiving lane on the southern leg.*
  - *Modify the existing traffic signal to accommodate the new lane configuration.*
- Mitigation Measure #2A-2D: I-605 Freeway NB Ramps/Live Oak Avenue
  - *Install a traffic signal.*
  - *Construct an additional right-turn lane at the northbound approach.*
  - *Construct an additional right-turn lane at the southbound approach.*
  - *Re-stripe to create an additional through lane at the westbound approach.*
- Mitigation Measure #7A-7B: Arrow Highway/Live Oak Avenue
  - *Re-stripe to create an additional through lane at the eastbound approach.*
  - *Re-stripe to create an additional through lane at the westbound approach.*
- Mitigation Measure #9A-9B: Azusa Canyon Road/Arrow Highway
  - *Re-stripe to create a shared through/right-turn lane at the eastbound approach.*
  - *Re-stripe to create a shared through-right-turn lane at the westbound approach.*
  - *Modify the existing traffic signal to accommodate the new lane configuration.*
- Mitigation Measure #17: Vincent Avenue/Gladstone Street
  - *Re-stripe to create a shared left-turn/through/right-turn lane at the northbound approach.*
  - *Modify the existing traffic signal to accommodate the new lane configuration.*
- Mitigation Measure #18: Vincent/Arrow Highway
  - *Re-stripe to create a shared through/right-turn lane at the eastbound approach.*
  - *Modify the existing traffic signal to accommodate the new lane configuration.*
- Mitigation Measure #34A-34B: Alameda Avenue/I-210 WB Ramps/1st Street
  - *Restripe the westbound approach to consist of two left turn lanes, one through lane, and one right turn lane*

- *Modify signalization as necessary to accommodate east-west protected signal phasing, including necessary signal poles, mast arms, and signal heads.*

22. In accordance with the Circulation Recommendations presented in the project Traffic Impact Analysis, prior to the issuance of certificates of occupancy, the owner/developer shall construct the following improvements:

    - *Vincent Avenue along the project site frontage shall be constructed at its ultimate half-section width, including landscaping and parkway improvements, in conjunction with development or as required by the City of Irwindale.*

    - *Sufficient parking spaces shall be provided to meet City of Irwindale parking code requirements in order to service on-site parking demand.*

    - *Sight distance at project access driveways shall comply with applicable City of Irwindale/Caltrans sight distance standards. The final grading, landscaping, and street improvement plans shall demonstrate that sight distance standards are met. Such plans must be reviewed by the City and approved as consistent with this measure prior to issue of grading permits.*

    - *On-site traffic signing and striping shall be implemented in conjunction with detailed construction plans for the project. On-site traffic control plans shall comply with the California Manual of Uniform Traffic Control Devices (latest edition).*

    - *The City of Irwindale shall periodically review traffic operations in the project vicinity once the project is constructed to assure that the traffic operations are satisfactory.*

    All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.

23. The existing traffic signal at the intersection of Arrow Highway and Vincent Avenue shall be modified to include protected left turn phases for all approaches. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering. The owner and/or developer shall pay to the City the full cost of design, engineering, construction, construction management, inspection, and associated costs for the improvements. The City will design and cause construction of the improvements.

24. Prior to the issuance of building permits, the owner/developer shall make a fair share payment of $112,052 to the City towards a feasibility study and/or PSR to

the evaluate potential regional impacts and improvements on the I-210, between the I-605 and Azusa Avenue.

FEES

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

26. That the owner/developer shall pay the connection fee upon application for storm water connection to the County of Los Angeles system.

MISCELLANEOUS

27. The owner/developer shall execute and record CC&Rs for the private maintenance of the south boundary slope located between the project site and the adjacent Los Angeles County-owned site to the south.

28. The owner/developer, under the direction of a certified land surveyor and at no cost to the City, shall install all required property boundary monuments, centerline ties and City monuments subject to the Director of Engineering's approval.

29. The owner and/or developer shall design and construct a City park/recreational area on the adjacent 10-acre City-owned site. The new recreational area shall include a meandering footpath, landscaping, trees, river rock, park benches and tables, irrigation, lighting and other landscape design features. Landscape irrigation shall be connected to a separate City water meter. The existing perimeter block wall along the westerly property line shall be modified as directed by the Director of Engineering. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering. The owner/developer shall bear the full cost of design, construction, construction management, inspection and associated costs.

30. The owner/developer shall construct an 8-foot (measured from the higher finished grade elevation) perimeter decorative block wall along the westerly property line of the project site.

31. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The

owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.

32. The owner/developer shall contribute $30,000 annually to the City's storm water maintenance program for the ongoing maintenance of the Kincaid Storm Water Basin facility. This annual contribution shall be subject to yearly CPI adjustments.

33. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

BUILDING AND SAFETY

34. Complete Construction Documents include but not limited to Grading, Drainage, Soil Investigation, Architectural, Structural, Electrical, Mechanical, Plumbing, Landscaping...etc., shall be submitted to Irwindale Building & Safety Department for Plan check and Approval Process prior to any Permit Issuance. All Construction Documents shall be prepared by a California Licensed Engineer specialized on the submitted documents based on the current Codes adopted by City of Irwindale.

35. Grading, Drainage, Building and all other trade permits shall be obtained from Irwindale Building and Safety Division by a California licensed contractor(s). All construction shall be in compliance with the current Irwindale Building & Municipal Codes.

36. Other agencies' (Fire, Sanitation...etc.) approvals are required prior to any permit issuance. An agency referral sheet shall be provided to the applicant at the time of submittal to Building & Safety.

37. The Owner/Developer/Applicant is the sole responsible party for all required Plan Check and Permit fees, as well as any other agencies' fees.

ATTACHMENT "H"

RESOLUTION NO. 2021-88-3300

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2017 FOR THE CONSTRUCTION OF A THREE (3) BUILDING, INDUSTRIAL TILT-UP DEVELOPMENT, TOTALING ±544,483 SQUARE FEET AND ASSOCIATED PARKING ON PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APNS: 8417-034-015 AND 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) AND MAKING CERTAIN FINDINGS OF FACT.

A. RECITALS.

(i) Mark Gabay, 9034 W. Sunset Boulevard, West Hollywood, CA 90069, on behalf of Five Points, LLC, has made a request for a Site Plan and Design Review (DA) for the construction of a three (3) building, industrial tilt-up development, totaling ±544,483.

(ii) The Subject Property is located at 5175 Vincent Avenue (APNs 8417-034-015 and 8417-034-016), on a total of ±26.05 acres. The Subject Property is currently zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application."

(iii) On August 9, 2018, the Planning Division hosted a community meeting at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and understand the process.

(iv) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 20, 2018 through January 22, 2019. A copy of the MND was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website (https://www.irwindaleca.gov/400/5175-Vincent-Avenue) and was available at the Community Development Department, City Hall and the Irwindale Public Library. A copy of the MND and Mitigation Monitoring and Reporting Program was posted on the City's website.

(v) The public review period for the MND ended on January 22, 2019.

(vi) On January 30, 2019, the Planning Commission conducted a duly noticed special public hearing on the project at which time it received input from

staff, the Assistant City Attorney, and the Applicant, heard public testimony, and discussed the Proposed Project; and continued the items to a date uncertain.

(vii) On February 20, 2020, a Scoping meeting was held to gather information for the scope of the environmental document to be prepared, at which time, attendees voiced comments regarding the project to the environmental consultant. After additional community and external agency input, the project's environmental review shifted from an MND to an EIR.

(viii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and prepared and a Draft Environmental Impact Report (DEIR). The DEIR was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the DEIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk.

(ix) A Final Environmental Impact Report ("FEIR"), SCH# 2018121056 was prepared for the proposed project, which included the Draft EIR, comments received on the Draft EIR and the Lead Agency's responses to those comments, revisions and corrections to the Draft EIR made in response to comments received, and CEQA Findings of Fact and a Statement of Overriding Considerations.

(x) The FEIR provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, and has been prepared in accordance with Public Resources Code Section 21000 et seq. (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 et seq. (CEQA Guidelines). (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue. All technical appendices are also available on the website.

(xi) On July 21, 2021, the Planning Commission conducted a duly noticed public hearing and due to a time constraint, adjourned the meeting to August 9, 2021 for the FEIR (SCH# 2018121056), the General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017.

(xi) On August 9, 2021, the Planning Commission conducted a duly noticed public hearing on the FEIR (SCH# 2018121056), General Plan Amendment

No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017. The Planning Commission opened the public hearing and took testimony on the Application, at which time they received input from City Staff, the City Attorney, and the Applicant, heard public testimony, and discussed the Application. The Planning Commission closed the public hearing and made the finding that the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the Planning Commission recommended that the FEIR be denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable South Coast Air Quality Management District (SCAQMD) mass emission threshold. Based on these findings, the Planning Commission voted 3-0 to direct Staff to prepare resolutions for a recommendation of denial, of the FEIR, General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017, to the City Council and present the resolution at the next regularly scheduled Planning Commission meeting for adoption.

(xii) The Planning Commission of the City of Irwindale has considered the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) for General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, which provides, among other provisions, for the development of the industrial site.

(xiii) On September 15, 2021, the Planning Commission adopted Resolution No. 808(21) recommending denial of the certification and adoption the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) to the City Council.

(xiv) On October 13, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application.

(xv) This application is being processed concurrently with General Plan Amendment No. 02-2017.

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

B. RESOLUTION.

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

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

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto, this City Council hereby makes the following findings for Site Plan and Design Review (DA) No. 04-2017:

a. The proposed project is in conformance with the General Plan, Zoning Ordinance, and other ordinances and regulations of the City.

   The subject site is zoned M-2 (Heavy Manufacturing) and has a General Plan land use designation of Industrial/Business Park and Residential. A General Plan Amendment (Map) is proposed to change the designation of a small portion of the subject property from Residential to Industrial/Business Park. The proposed construction of a new building exceeding 10,000 square feet is subject to a Site Plan and Design Review (DA). The prospective use is currently unknown but there are many potential uses that are permitted by right due to the current zoning designation but certain uses would be not be allowed or would be subject to a Conditional Use Permit.

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

   This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists.

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

   i. Facilities and improvements,
   The proposed development has three points of ingress and egress and is setback approximately 20'-0" feet from vehicle ingress to accommodate projected queuing, thus avoid overflow onto Vincent Avenue. All structures and infrastructure improvements will be constructed to current code and completed prior to Certificate of Occupancy.

   ii. Pedestrian and vehicular ingress, egress, and internal circulation,
   There is no proposed through-site access. The site is bordered by industrial buildings to the north, a County-owned pit to the south, unincorporated residential to the east and a vacant lot the west. Vincent Avenue serves as the only vehicular access to the site.

   iii. Setbacks,
   The project has been designed to comply with the required minimum setbacks for the M-2 (Heavy Manufacturing) zone.

iv. Height of buildings,
There is no maximum building height restriction within the M-2 (Heavy Manufacturing) zone. Nonetheless, the proposed buildings have been designed to complement the massing and height of the existing buildings in the area, as well as, take advantage of the prominence of the location to serve as an attractive gateway statement.

v. Signs,
Based on the approximate square footage of the industrial buildings, the allowable amount of wall signage would equate to ±5,444 square feet (Building 1: 1,214 s.f.; Building 2: 1,214 s.f.; Building 3: 3,017 s.f.). Freestanding signs would be limited to 150 square feet regardless of building size. Like other recently approved, large-scale projects, Staff incorporates a Condition of Approval that requires the applicant to prepare a comprehensive sign program. The sign program includes but is not be limited to sign type, square footage allowances, placement, illumination, quantity, colors and materials.

vi. Mechanical and utility service equipment,
Site has been designed to attractively screen all rooftop and surface level mechanical equipment and storage area.

vii. Landscaping,
The landscaping requirement has been met through considered choices of plantings appropriate to the location, building type, and building scale.

viii. Grading,
Project has been designed to take advantage of the existing topography, thus reducing grading activities on site.

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

x. Parking,
IMC Subsection 17.64.030.P(2) "Offices not providing customer service on the premises" requires a minimum one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 square feet of gross floor area, whichever is the greater and IMC Subsection 17.64.030(V) "Warehouse and storage buildings" requires one (1) parking space for each 1,000 square feet of the first 20,000 square feet of gross floor area, one (1) space for each 2,000 square feet for the next 20,000 square feet of gross floor area and one (1) space for each 4,000 square feet for all floor area over 40,000 square feet of gross floor area Based on the proposed square footage, the project requires 303 stalls

and 396 standard-sized stalls are being proposed. In addition to providing parking for passenger vehicles, there are 24 bicycle parking stalls and space for 96 trailer stalls. The current IMC does not have a minimum stall size for trailers; however, the proposed stalls measure 10'-0 x 53'-0. All parking is surface parking; there are no proposed parking structures or subterranean lots.

xi. Drainage,
A Water Quality Management Plan (WQMP) has been prepared to address hydrology and drainage.

xii. Intensity of land use.
The project is located on a flat, primarily rectangular lot. Mining of the site began in the 1930s and was completed in the 1970s. The City then began backfilling the site with a variety of construction debris (e.g., soil, concrete, asphalt, rebar, bricks, and cinder blocks) and other inert materials. The last entitlement, approved by the Planning Commission on October 1, 2009, was for the remediation and filling of the pit. Operations began approximately May 2010 and were completed on April 11, 2019. The proposed industrial warehouse building is consistent with the General Plan designation of Industrial/Business Park and Zoning designation of M-2 (Heavy Manufacturing), as well as adjacent industrial land uses.

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

The proposed tilt-up buildings incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines including but not limited to façade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping.

3. The City, as the Lead Agency, has analyzed the project and prepared and an Environmental Impact Report (EIR). The EIR was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the EIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk. (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at

https://www.irwindaleca.gov/400/5175-Vincent-Avenue. All technical appendices are also available on the website.

4. Based upon the substantial evidence and conclusions set forth herein above, this City Council approves the application for Site Plan and Design Review (DA) subject to, and reliant upon, the adoption of the FEIR by the City Council, including the corresponding Findings of Fact, Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program. The approval is subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

5. This Resolution shall be effective upon adoption.

6. The Chief Deputy City Clerk shall:
   a. Certify to the adoption of this Resolution; and
   b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, ADOPTED AND APPROVED this 13th day of October 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-88-3300 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of October 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

RECUSE: Councilmembers:

_____

Secretary

EXHIBIT "A"

CITY COUNCIL RESOLUTION NO. 2021-88-3300

Site Plan and Design Review No. 04-2017
Speculative, concrete tilt-up building
5175 Vincent Avenue

A. GENERAL

1. The use and development authorized by this Site Plan and Design Review (DA), allow for the construction of a three (3) building, speculative, concrete industrial tilt-up development, totaling ±544,483 substantially in conformance with the plans dated October 7, 2021.

2. A building permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.

3. The Applicant shall agree and consent, in writing, to each and every condition of permit approval set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan and Design Review (DA).

4. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department for the speculative building, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

5. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body to Site Plan and Design Review Permit No. 04-2017. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

6. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

7. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

8. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.

9. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

10. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.

11. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.

12. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale M-2 (Heavy Manufacturing) zoning standards and regulations through the business license and zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The use and improvements authorized by this Site Plan and Design Review (DA), shall conform to the plans as finally approved by the City (dated October 7, 2021) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Director, shall require the prior approval of the City Council pursuant to the amendment of the Site Plan and Design Review Permit.

2. This project shall be subject to the City of Irwindale's utility tax.

3. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans submitted to the Building Division for plan check.

4. A Lot Line Adjustment shall be required to remove or adjust the shared property line between APN 8417-034-015 and APN 8417-034-016. The Lot Line Adjustment shall be recorded prior to the issuance of a Certificate of Occupancy.

5. The following uses shall be prohibited. Should any of the following uses be proposed, environmental review shall be required prior to any tenant improvements to the building.
    a. Cold storage
    b. Fulfillment center
    c. Parcel hub

6. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."

7. Landscaping shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible. Landscaping shall be provided as shown on the approved Conceptual Landscape and as modified pursuant to City Building Plan Check review of Precise Landscape and Irrigation plans.

8. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Director and the City Engineer. Vision clearance shall be maintained at all vehicle entrances and exits.

9. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.

10. A six (6) inch horizontal concrete curb shall surround all landscaped planters.

11. The following invasive plants shall not be used in landscaping:

- *Carpobrotus edulis* (ice plant)
- *Hedera helix, H. Hibernica, H. caneriensis* (English ivy, Irish ivy, Algerian ivy
- *Vinca Major* (periwinkle)
- *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
- *Cortaderia selloana, C. jubata* and all cultivars and varieties (pampas grass)
- *Retama monosperma, Genista monspessulana, Cytisus striatus, Cytisus scoparius,* and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
- *Acacia Cyclops* (acacia or western coastal wattle)
- *Myoporum laetum* (myoporum)
- *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
- *Schinus terevinthifolius* (Brazilian pepper)
- *Eucalyptus globules, E. camaldulensis* (eucalyptus, blue gum, and red gum)

12. A minimum of 10% (±115,591 square feet) the total lot area shall be landscaped.

13. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.

14. Any event not held during typical hours of operation shall be subject the Community Development Department review.

15. Applicant shall obtain approval and permits from the Planning and Building Divisions for all project signage prior to construction of any signs on the project site.

16. Drive aisles shall remain open and unobstructed for vehicular circulation.

17. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the City's Commercial and Industrial Design Guidelines.

18. Trash enclosures (6'-0" high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be covered and built with decorative materials to match the type, texture, and color of the materials used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.

19. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs or similar planting materials as allowed.

20. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings[1]. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.

21. All rooftop wireless telecommunications antennas operated by third parties are subject to the provisions of Chapter 17.90 of the Irwindale Municipal Code shall require a separate permit in accordance with the provisions of the Municipal Code.

22. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and shall be a minimum five (5) feet in length painted with minimum one (1) foot wide

[1] Photovoltaic equipment is exempt from this requirement.

brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.

23. A lighting plan shall be submitted for approval by the Community Development Director describing lighting fixtures for building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas. A minimum of 1-foot candle shall be provided.

24. Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.

25. A temporary chain link fence with green screening, or acoustical fencing assembly as specified in the EIR, shall be installed and maintained around the perimeter of the site at all times during construction.

26. Any masonry walls, tube steel fences, and driveway gates shall be decorative and consistent with the building design and the Commercial and Industrial Design Guidelines. The design of the walls and gates shall be subject to the review and approval of the Community Development Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.

27. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

28. Applicant/developer shall post "No Overnight/Unauthorized Parking" signs on the property to prevent unauthorized parking on the site.

29. Construction activity shall take place no earlier than 7:00 AM on each day and no later than 7:00 PM on each day, Monday thru Saturday. No construction activities of any kind shall be performed on Sundays.

30. All construction related activity shall comply with the noise standards as set forth in IMC Section 9.28.030.

31. All truck loading and unloading shall occur on the site. No loading, unloading or truck idling shall be permitted to take place on the street for any business located on the site.

32. If applicable, a reciprocal access and/or parking agreement shall be submitted to the Community Development Department for review and approval. The document shall be recorded prior to the issuance of an Occupancy Permit.

33. Any subdivision of the property shall be subject to a tentative map.

34. A comprehensive sign program shall be submitted to the Community Development Department for review and approval.

35. If applicable, each parcel/property owner shall be subject to the requirements of the approved Covenants, Conditions and Restrictions (CC&Rs). The CC&Rs shall be a legally recorded document bound to each parcel. The CC&Rs shall be approved by the City Attorney and Staff.

36. If applicable, the CC&Rs shall be recorded prior to the issuance of an Occupancy Permit.

C. FIRE DEPARTMENT

1. Projects associated with a land development permit such as a tract or parcel map, conditional use permit, zone change or other such permits, shall submit plans to the Land Development Unit (LDU) for review and approval prior to submitting to Fire Prevention Engineering for building plan review. To contact LDU please call (323) 890-4243 or submit to our office located at 5823 Rickenbacker Road, Commerce, CA 90040.

2. Submit two sets of architectural plans to the Fire Prevention Engineering Office located at 5823 Rickenbacker Road, Commerce, CA 90040. Plan sets shall contain a minimum of a site plan, floor plan(s), elevations, door and window schedules, wall details, and appropriate section details. Please provide architectural sheets only. No civil, electrical, mechanical, plumbing, etc.

3. Indicate on plans the project address, assessor's parcel number, type of construction, occupancy classification, area of each floor level and building area increase modifications in accordance with the Building Code.

4. Provide a minimum unobstructed width of 26 feet, clear to the sky, Fire Department vehicular access to within 150 feet of all portions of exterior walls. Dead-end access roadways greater than 150 feet in length, shall be provided with an approved fire apparatus turnaround. The access width shall be increased to 28 feet when proposed buildings, or portions of buildings, are more than 3 stories, or more than 30 feet in height. A 32 foot centerline turning radius is required at each change of direction in vehicle travel regardless of the required width. Fire Code Appendix C

5. On the site plan, show the location of all existing public fire hydrants within 300 feet of all property lines and call out the hydrant size and dimensions to property lines. Additionally, show all existing on-site fire hydrants.

6. The required fire flow for public fire hydrants at this location is 4000 gallons per minute at 20 psi for duration of 4 hours over and above daily domestic demand in accordance with Fire Code Appendix B and Table B105.2.

7. Complete and return the original "Fire Flow Availability" Form No. 196.

8. Indicate on the site plan the location of high voltage transmission lines near the property. Structures proposed to be constructed adjacent to high voltage transmission lines, within 100 feet of the drip line, shall be subject to additional review by the Fire Marshal with regard to Fire Department operational procedures. Based on the Fire Marshal review additional building construction requirements may be imposed on the project in accordance with Regulation #27.

9. Indicate existing or proposed photovoltaic systems on the building rooftop or within the Fire Department access route. PV systems shall be in compliance with the Fire Code Section 605 and Regulation #27.

10. Additional Requirements, including the installation of additional fire hydrants, may be imposed, in accordance with applicable codes, regulations, standards and policies after the above information is reviewed. Fire Department requirements are based on the information provided on the plans submitted for review.

11. Per the plans, it appears that additional public fire hydrant(s) will be required on Vincent Ave and Arrow Highway. On the site plan, show the location of all existing public fire hydrants within 300 feet of all property lines and call out the hydrant size and dimensions to property lines.

12. The parapets shall not exceed 48 inches high on all sides of the building.

13. It appears that the building will be used for the storage of high piled combustible storage (HPS). The building design will need to meet the requirements for HPS per the Fire Code Chapter 32, which includes access doors each 100 feet, and smoke and heat venting.

D. PUBLIC WORKS/ENGINEERING

STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.

2. The owner and/or developer shall resurface Vincent Avenue, along the project frontage, to the City boundary. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.

3. The owner and/or developer shall design, install and construct a meandering sidewalk (5 feet wide minimum), landscaped parkway (5 feet wide minimum), street trees and irrigation along Vincent Avenue at the project frontage. Irrigation for public street trees and landscaping shall be connected to the on-site private water meter. Maintenance agreements shall be executed and recorded for the private maintenance and repairs of street trees and irrigation on Vincent Avenue. All improvements shall be constructed in accordance with City standards to the satisfaction of the Public Services Director. Construction plans shall be reviewed and approved by the Public Services Director.

4. Roadway and pedestrian access easements shall be granted to the City along the project frontage on Vincent Avenue to provide 10 feet of public right-of-way from back of curb.

5. The owner and/or developer shall remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter as directed by the Director of Engineering.

6. The owner/developer shall design and construct ADA accessible driveway approaches and remove all existing driveways and parkway drains along Vincent Avenue. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering.

7. The owner and/or developer shall install new street lights on Vincent Avenue along the project frontage per City of Irwindale and County of Los Angeles Street Lighting Design Standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.

8. The owner and/or developer shall reimburse the City for the actual cost for the installation, replacement or modification of street name signs, traffic control signs, striping and pavement markings required in conjunction with the development.

9. Common driveways shall not be allowed, unless approved by the Director of Engineering. Proposed driveways shall be located clear of existing fire hydrants, street lights, water meters, etc.

UTILITIES

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

11. The owner/developer shall pay for the entire cost for the design, engineering construction and inspection of any upgrade to the water main and connections as required by the serving water company for the proposed development.

12. The owner/developer shall obtain a Storm Drain Connection Permit for the connection to the existing storm drain system.

13. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the Director of Engineering.

14. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the Director of Engineering. A sewer study shall be submitted along with the sanitary sewer plans.

15. The owner/developer shall design and construct a public storm drain along the southerly boundary of the adjacent 10-acre City-owned property to the west and connect to existing public utilities on Allen Drive. The new storm drain shall be designed with sufficient capacity to serve the project site and the adjacent 10-acre City-owned site. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering. A public utility easement granted to the City shall be executed and recorded. The owner/developer shall bear the full cost of design, construction, construction management, inspection and associated costs. The owner/developer shall contribute $33,000 annually, for six years, to the City for the maintenance and operation of the new public storm drain. This annual contribution shall be subject to yearly CPI adjustments.

16. The owner/developer shall design and construct a public sanitary sewer line and connect to existing public sanitary sewers on Allen Drive or Vincent Avenue. The new sanitary sewer shall be designed with sufficient capacity to serve the project site and the future development of the adjacent 10-acre City-owned site. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering. A public utility easement granted to the City shall be executed and recorded. The owner/developer shall bear the full cost of design, construction, construction management, inspection and associated costs. The owner/developer shall contribute $5,000 annually, for ten years, to the City for the maintenance and operation of the new public sanitary sewer. This annual contribution shall be subject to yearly CPI adjustments.

17. A 10-foot wide public utility and pedestrian access easement shall be dedicated to the City along the southerly property line of the project site. A minimum 5-foot wide walkway shall be constructed within this easement and shall be accessible from

Vincent Avenue and the adjacent 10-acre City-owned site. All improvements shall be constructed in accordance with the City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.

18. Prior to the issuance of building permits, the owner/developer shall provide a will-serve letter from the water utility provider to the City.

TRAFFIC

19. In accordance with Mitigation Measure 3.8-1 of the project EIR, the project employer shall be required to provide general commute benefits to employees, which may include financial subsidies or pre-tax deductions for transit, carpooling, and vanpooling activities. All employees shall be eligible for alternative transportation benefits. These programs shall be subject to on-going and consistent monitoring and reporting by City staff.

20. In accordance with the Mitigation Measures outlined in the project Traffic Impact Analysis, prior to the issuance of building permits, the owner/developer shall make the applicable fair share payments to the City of Irwindale, Caltrans, City of Azusa or County of Los Angeles for the following improvements.

21. Fair share payments for each improvement shall be submitted to the lead agency which will construct the improvement(s). Fair share payments shall be based on engineer's cost estimates approved by the Director of Engineering. Proof of payment for all applicable fair share fees shall be submitted to the City of Irwindale.

- Mitigation Measure #1: I-605 Freeway SB On-Ramp/ Live Oak Avenue
  - *Construct an additional left-turn lane at the westbound approach.*
  - *Construct a receiving lane on the southern leg.*
  - *Modify the existing traffic signal to accommodate the new lane configuration.*
- Mitigation Measure #2A-2D: I-605 Freeway NB Ramps/Live Oak Avenue
  - *Install a traffic signal.*
  - *Construct an additional right-turn lane at the northbound approach.*
  - *Construct an additional right-turn lane at the southbound approach.*
  - *Re-stripe to create an additional through lane at the westbound approach.*
- Mitigation Measure #7A-7B: Arrow Highway/Live Oak Avenue
  - *Re-stripe to create an additional through lane at the eastbound approach.*
  - *Re-stripe to create an additional through lane at the westbound approach.*
- Mitigation Measure #9A-9B: Azusa Canyon Road/Arrow Highway
  - *Re-stripe to create a shared through/right-turn lane at the eastbound approach.*
  - *Re-stripe to create a shared through-right-turn lane at the westbound approach.*

- *Modify the existing traffic signal to accommodate the new lane configuration.*

- Mitigation Measure #17: Vincent Avenue/Gladstone Street
  - *Re-stripe to create a shared left-turn/through/right-turn lane at the northbound approach.*
  - *Modify the existing traffic signal to accommodate the new lane configuration.*
- Mitigation Measure #18: Vincent/Arrow Highway
  - *Re-stripe to create a shared through/right-turn lane at the eastbound approach.*
  - *Modify the existing traffic signal to accommodate the new lane configuration.*
- Mitigation Measure #34A-34B: Alameda Avenue/I-210 WB Ramps/1st Street
  - *Restripe the westbound approach to consist of two left turn lanes, one through lane, and one right turn lane*
  - *Modify signalization as necessary to accommodate east-west protected signal phasing, including necessary signal poles, mast arms, and signal heads.*

22. In accordance with the Circulation Recommendations presented in the project Traffic Impact Analysis, prior to the issuance of certificates of occupancy, the owner/developer shall construct the following improvements:

- *Vincent Avenue along the project site frontage shall be constructed at its ultimate half-section width, including landscaping and parkway improvements, in conjunction with development or as required by the City of Irwindale.*

- *Sufficient parking spaces shall be provided to meet City of Irwindale parking code requirements in order to service on-site parking demand.*

- *Sight distance at project access driveways shall comply with applicable City of Irwindale/Caltrans sight distance standards. The final grading, landscaping, and street improvement plans shall demonstrate that sight distance standards are met. Such plans must be reviewed by the City and approved as consistent with this measure prior to issue of grading permits.*

- *On-site traffic signing and striping shall be implemented in conjunction with detailed construction plans for the project. On-site traffic control plans shall comply with the California Manual of Uniform Traffic Control Devices (latest edition).*

- *The City of Irwindale shall periodically review traffic operations in the project vicinity once the project is constructed to assure that the traffic operations are satisfactory.*

All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.

23. The existing traffic signal at the intersection of Arrow Highway and Vincent Avenue shall be modified to include protected left turn phases for all approaches. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering. The owner and/or developer shall pay to the City the full cost of design, engineering, construction, construction management, inspection, and associated costs for the improvements. The City will design and cause construction of the improvements.

24. Prior to the issuance of building permits, the owner/developer shall make a fair share payment of $112,052 to the City towards a feasibility study and/or PSR to the evaluate potential regional impacts and improvements on the I-210, between the I-605 and Azusa Avenue.

FEES

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

26. That the owner/developer shall pay the connection fee upon application for storm water connection to the County of Los Angeles system.

MISCELLANEOUS

27. The owner/developer shall execute and record CC&Rs for the private maintenance of the south boundary slope located between the project site and the adjacent Los Angeles County-owned site to the south.

28. The owner/developer, under the direction of a certified land surveyor and at no cost to the City, shall install all required property boundary monuments, centerline ties and City monuments subject to the Director of Engineering's approval.

29. The owner and/or developer shall design and construct a City park/recreational area on the adjacent 10-acre City-owned site. The new recreational area shall include a meandering footpath, landscaping, trees, river rock, park benches and tables, irrigation, lighting and other landscape design features. Landscape irrigation shall be connected to a separate City water meter. The existing perimeter block wall along the westerly property line shall be modified as directed by the Director of Engineering. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering. The

owner/developer shall bear the full cost of design, construction, construction management, inspection and associated costs.

30. The owner/developer shall construct an 8-foot (measured from the higher finished grade elevation) perimeter decorative block wall along the westerly property line of the project site.

31. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.

32. The owner/developer shall contribute $30,000 annually to the City's storm water maintenance program for the ongoing maintenance of the Kincaid Storm Water Basin facility. This annual contribution shall be subject to yearly CPI adjustments.

33. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

BUILDING AND SAFETY

34. Complete Construction Documents include but not limited to Grading, Drainage, Soil Investigation, Architectural, Structural, Electrical, Mechanical, Plumbing, Landscaping…etc., shall be submitted to Irwindale Building & Safety Department for Plan check and Approval Process prior to any Permit Issuance. All Construction Documents shall be prepared by a California Licensed Engineer specialized on the submitted documents based on the current Codes adopted by City of Irwindale.

35. Grading, Drainage, Building and all other trade permits shall be obtained from Irwindale Building and Safety Division by a California licensed contractor(s). All construction shall be in compliance with the current Irwindale Building & Municipal Codes.

36. Other agencies' (Fire, Sanitation…etc.) approvals are required prior to any permit issuance. An agency referral sheet shall be provided to the applicant at the time of submittal to Building & Safety.

37. The Owner/Developer/Applicant is the sole responsible party for all required Plan Check and Permit fees, as well as any other agencies' fees.

Attachment "I"
Draft EIR (DEIR)

5175 Vincent Project Webpage
https://www.irwindaleca.gov/400/5175-Vincent-Avenue

Draft EIR – February 2021
https://www.irwindaleca.gov/DocumentCenter/View/6474

Draft EIR with Technical Appendices – February 2021
https://www.irwindaleca.gov/DocumentCenter/View/6473

Attachment "J"
Final EIR (FEIR)

Including Findings of Fact and Statement of Overriding Consideration

5175 Vincent Project Webpage
https://www.irwindaleca.gov/400/5175-Vincent-Avenue

Final EIR – July 2021
https://www.irwindaleca.gov/DocumentCenter/View/6810

Attachment "K"
Technical Appendices

5175 Vincent Project Webpage
https://www.irwindaleca.gov/400/5175-Vincent-Avenue

Appendix A: Initial Study, Notice of Preparation and Notice of Preparation Comments - February 2020
https://www.irwindaleca.gov/DocumentCenter/View/6481

Appendix B: Air Quality, Greenhouse Gas (GHG), Energy and Health Risks Assessment (HRA) - August 2020
https://www.irwindaleca.gov/DocumentCenter/View/4096

Appendix C: Noise Data - June 2020
https://www.irwindaleca.gov/DocumentCenter/View/6482

Appendix D: Traffic Impact Analysis - December 2020
https://www.irwindaleca.gov/DocumentCenter/View/4098

ATTACHMENT "L"

CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Date: July 21, 2021 **Agenda Item No. 3-C**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, AICP, Community Development Director

Project Planner: Brandi Jones, Senior Planner

Project: General Plan Amendment No. 02-2017
Site Plan & Design Review (DA) No. 04-2017
Speculative 545,735 Square-Foot Concrete Tilt-Up Building

Applicant: Mark Gabay, Five Points, LLC

Property Owner: Mark Gabay, Five Points, LLC

Project Location: 5175 Vincent Avenue (APNS: 8417-034-015, 8417-034-016)



Staff Recommendation: That the Planning Commission: 1) Adopt Resolution No. 803(21) recommending that the City Council certify the FEIR, adopt the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP); 2) adopt Resolution No. 804(21) recommending that the City Council approve General Plan Amendment No. 02-2017; and 3) adopt Resolution No. 805(21) recommending that the City Council approve Site Plan and Design Review (DA) No. 04-2017 subject to the proposed Conditions of Approval for the single or three (3) building alternative.

REQUEST

The Applicant is requesting a General Plan Amendment (Map) to change the designation of a portion of the subject property from Residential to Industrial/Business Park and a Site Plan and Design Review (DA) for the construction of a ±545,735 square-foot concrete tilt-up building and associated parking.

BACKGROUND/HISTORY

Mining of the 26.05-acre site began in the 1930s and was completed in the 1970s. The City's portion of the site was subsequently used to dispose of silt, clay, and sand wash product (fines) from an onsite aggregate processing facility. The City acquired the northern portion of the pit in the late 1980s from Los Angeles County. The City then began backfilling the Proposed Project site with a variety of construction debris (e.g., soil, concrete, asphalt, rebar, bricks, and cinder blocks) and other inert materials.

On October 10, 2007, Windrow Earth Transport (Dispatch) was awarded the contract to perform remediation of the site. On November 6, 2008, the Planning Commission approved Conditional Use Permit No. 9-08 and adopted Mitigated Negative Declaration (MND) No. 4-08 for the remediation and filling of the former Manning Pit. On October 1, 2009, the Planning Commission approved Modification No. 4-09 to Conditional Use Permit No. 9-08 and adopted an amendment to the MND to modify hours of operation. Operations began approximately May 2010 and was completed on April 11, 2019.

Purchase and Sale

On December 13, 2013, the City, Dispatch and the Developer entered into an Exclusive Negotiating Agreement (ENA). The ENA stated that the subject property was to be developed to include light industrial and/or commercial development. On October 28, 2015, the City and the developer entered into an agreement for the purchase, sale and development of the subject property. The following excerpts are from the approved Purchase and Sale Agreement (PSA) and Resolution No. 2015-70-2799:

"G. In accordance with Irwindale Charter Section 607(j) and Irwindale Municipal Code Section 3.44.160, the City Council has considered the sale of the Site pursuant to this Agreement for the full, appraised fair market value and, per Resolution No. 2015-70-2799 approved concurrently with this Agreement, found that the sale is appropriate to further

the City Council's goals of providing for economic development of underutilized and blighted property in the City."

"H. The City Council found that the proposed Project will result in a significant economic opportunity. The Site will be revitalized from an extreme blighted condition, including the excavation of contaminated soils and back-filling of clean fill for abandoned mining pits. The City Council finds and determines that the Project is likely to result in employment of City residents, substantial increases in tax revenues to the City, and provide other amenities. City acknowledges the public benefit of such results and wishes to encourage expansion of job opportunities in the City. This Agreement is in accord with applicable state and federal laws. and is in the vital and best interests of the community, will serve the health, safety, and general welfare of the City of Irwindale, and their citizens, will serve to· strengthen the City's land use and social structure, a:nd alleviate economic and physical blight within the City."

"10.8 Use of the Site & Project: CC&Rs.
The Buyer covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, that the Buyer and such successors and such assigns shall devote the Site to the uses specified therefore in the Project Scope of Development (Exhibit "B") or any plans as may be approved in writing by the City. Buyer agrees to use, devote, and maintain the Site for (i) light industrial and commercial improvements on approximately two-thirds (2/3) of the easterly portion of the Site, including attendant streets, lighting, landscaping and other public improvements, and (ii) aesthetic landscaping in the residential buffer to be maintained in such a manner as to effectively and attractively screen the residential area from visual, noise and dust impacts associated with the Project. Buyer shall maintain all landscaping in the Residential Buffer at its sole cost and expense in a manner so as to allow fur an attractive, seamless and efficient tie to the residential area and pursuant to the Covenants, Conditions & Restrictions ("CC&Rs") in a form materially similar to that attached hereto as Exhibit "D"."

"Scope of Development from Resolution No. 2015-70-2799 stated:

Any proposed future project shall be consistent with the City's General Plan and Zoning Code. The "Project" to be developed on the Site, when submitted at a future date, shall be light industrial and/or commercial in nature and shall include improvements to enhance the aesthetics of the surrounding neighborhood and protect the residential uses; improvements shall include but not be limited to, attendant streets, lighting, landscaping, decorative perimeter walls, and other public improvements. The Project shall include a landscaped "buffer area" ("Residential Buffer") to separate the Project's industrial components from the residential areas. Since a project has yet to be identified and submitted for review, project impacts cannot be identified at this time. Therefore, any proposed future project on this property shall comply with the requirements of the California Environmental Quality Act through the preparation of an Initial Study that may

result in the preparation of a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report."

GENERAL PLAN AND ZONING

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

Direction	Existing Land Use	Zoning District
North	Industrial Business Park/Restaurant	M-2, Heavy Manufacturing
South	Los Angeles County pit	M-2, Heavy Manufacturing
East	Single Family Residential	LA County Regional Planning A-1
West	Vacant Land	M-2, Heavy Manufacturing

PROJECT DESCRIPTION

The proposed project is for the construction of a ±545,735 square-foot speculative concrete tilt-up building and associated passenger vehicle and truck parking. The building consists of ±10,000 square feet of office (5,000 square feet ground floor/5,000 square feet mezzanine) and ±535,735 of warehouse. An alternative design comprised of ±544,483 has also been analyzed per CEQA requirements. At this time, there is no prospective user.

Community Meeting

On August 9, 2018, the Planning Division hosted a community meeting at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and understand the process. Representatives from Five Points, LLC and City staff attended. The meeting was well attended and the primary areas of concern were current issues with dust, trucks and the potential impact of the proposal. Staff answered questions and made themselves available for assistance after the meeting via email and phone.

Tribal Consultation

A formal consultation was held on December 6, 2018 with the representatives for the Gabrieleno Band of Mission Indians - Kizh Nation. The results of this consultation are summarized in the DEIR. As a result of this consultation, mitigation for impacts to tribal cultural resources that have been included in the EIR.

Scoping Meeting

A Scoping meeting was held on February 20, 2020 to gather information for the scope of the environmental document to be prepared, at which time, attendees voiced comments regarding the project to the environmental consultant. After additional community and external agency input, the project's environmental review shifted from an MND to an EIR.

Public Outreach

The developer scheduled a non-City sponsored community meeting on July 15, 2021 at Family Christian Church. Prior to the meeting, their team distributed 1500 flyers to nearby Irwindale and County of Los Angeles neighborhoods and followed up with door-to-door direct contact.

General Plan Amendment

The map which was used to determine the General Plan designation of the site was taken from the 2008 General Plan and the property boundaries are ambiguous. Staff believes the ±6.93 acres designated as Residential is a simple map error due to the age and sophistication of the original software and method of reproduction used.

Site Plan and Design Review

Pursuant to the provisions of Chapter 17.70 (Site Plan and Design Review) of the Irwindale Municipal Code (IMC), "No person shall construct any building or structure or make structural and physical improvements, additions, extensions and/or exterior alterations, and no permit shall be issued for such construction until the site plan and design review has been submitted to, reviewed by, and approved in accordance with this chapter. The property may only be developed, used and maintained in accordance with the approved site plan and design review."

Lot Line Adjustment

The subject property is comprised of two (2) individual parcels that will be combined into one through the administrative lot line adjustment process.

Development Standards

Development Standard	Minimum Requirement	Project Proposal (Single Building)	Alternate Proposal (Three Buildings)
Front Yard Setback	20'-0"	167'-0" – 205'-0"	20'-0"
Side Yard Setback	0'-0"	75'-8" – 93'-9"	82'-0" – 110'-0"
Rear Yard Setback	N/A	155'-0" – 196'-4"	44'-10"
Floor Area Ratio (F.A.R.)	1:1.0	.48:1.0	.48:1.0
Building Height[1]	N/A	51'-0"	TBD
Landscaping	10%	10%	10%
Parking	183/303	199	396
Truck/Trailer Parking	N/A	181	96

[1] Per IMC subsection 17.08.085 "Building Height" means the vertical distance from the finished grade of the lot to the highest average point of the building or structure.

Building Design/Design Guidelines

The proposed project is a single-story building located on the former Manning Pit. The proposed tilt-up building incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping.

The large building incorporates tower elements as focal points and breaks up the expansive exterior walls with architectural projections and details around the windows. The vertical and horizontal reveals, arched parapets and multi-color palette also work to add depth and character to the building. The design is similar to many of the recently approved developments, which have been designed to closely adhere to the guidelines, while maintaining function and aesthetic uniqueness.

Alternative Option – Multiple Building

Part of an EIR analysis requires the consideration of alternatives to the proposed project. Under the multiple building alternative, the Project site would be developed with three (3) separate industrial warehouse buildings: Building 1 (121,397 sf with 111 parking stalls); Building 2 (121,373 sf with 91 parking stalls); and Building 3 (301,713 sf with 194 parking stalls). As shown in Figure 5.0-1, Buildings 1 and 2 would be located along Vincent Avenue (on the eastern half of the site), and Building 3 would be located on the western half of the site. Buildings 1 and 2 would each contain two 5,000 sf office areas, and Building 3 would contain four 5,000 sf office areas. Automobile parking among the three buildings would not be shared and would be dedicated to each building. However, the trailer parking for the trucks would be shared. Overall, the multiple building alternative would include development of up to 544,483 sf of industrial uses (a reduction of 1,252 sf compared to the Project). The same architectural treatments, consistent with the Commercial and Industrial Design Guidelines, would be incorporated into these buildings. This alternative has been fully analyzed in the EIR.

Operation

The prospective use is currently unknown but there are many potential uses that are permitted by right due to the current zoning designation. However, certain uses would not be allowed or would be subject to a Conditional Use Permit. These uses would require Planning Commission approval and be subject to a set of Conditions of Approval and a signed Affidavit of Acceptance from the property owner and tenant acknowledging and agreeing to abide by the imposed conditions. Some uses, such as fulfillment centers, parcel hubs and cold storage have been expressly prohibited for this site without further future environmental analysis. The overwhelming majority of industrial development in the City is speculative.

Landscaping, Project Fencing and Screening

Approximately 112,749 square feet (10%) of the project site is proposed to be landscaped in compliance with the "City of Irwindale Commercial and Industrial Design Guidelines" and the Zoning Code requirements for parking area landscaping. The proposed landscape plan is comprised of a combination of parking lot shade trees, shrubs, and groundcover. The proposed overhead trellis acts as an architectural feature which simultaneously supports vertical landscaping and provides additional visual screening of the trailer court and roll-up doors. This trellis sits atop of the proposed 8'-0" screen wall and the remaining three (3) property lines are enclosed by 8'-0", black tube steel. A 10'-0" wide area of land along the southern property line will be deeded back to the owner upon approval of the project. This area measures 8,874 square feet and will function as an easement with public access. There is also an 11'-4" wide landscaped buffer along western property line, which is shared with the future residential development.

Access and Circulation

Ingress and egress to the site are provided via a two (2) driveways, both fronting onto Vincent Avenue. The proposed building is setback approximately 150'-0" feet from vehicle ingress to accommodate projected queuing, thus avoid overflow onto Vincent Avenue.

Parking

IMC Subsection 17.64.030.P(2) "Offices not providing customer service on the premises" requires a minimum one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 square feet of gross floor area, whichever is the greater and IMC Subsection 17.64.030(V) "Warehouse and storage buildings" requires one (1) parking space for each 1,000 square feet of the first 20,000 square feet of gross floor area, one (1) space for each 2,000 square feet for the next 20,000 square feet of gross floor area and one (1) space for each 4,000 square feet for all floor area over 40,000 square feet of gross floor area.

Based on the proposed square footage, the project requires 183 stalls and 199 standard-sized stalls are being proposed. In addition to providing parking for passenger vehicles, there are 18 bicycle parking stalls and space for 181 trailer stalls. The current IMC does not have a minimum stall size for trailers; however, the proposed stalls measure 10'-0 x 53'-0. All parking is surface parking; there are no proposed parking structures or subterranean lots.

Building Height

There is no established maximum allowable height standard in the M-2 (Heavy Manufacturing) zone. The proposed tilt-up will be 51'-0". The following examples are building heights of approved projects over the past five (5) years:

- 16203 – 16233 Arrow Highway – 35'-0"
- 5010 Azusa Canyon Road – 44'-0"
- 13131 Los Angeles Street – 53'-5"
- 12761 Schabarum Avenue – 59'-0"
- 1200, 1220, 1270 Arrow Highway – 60'-0"

- 1500 Duarte Road – 74'-6"

Signage
IMC Section 17.56.050 "Signs" provides the maximum allowable sign area for freestanding and wall signs. Based on the approximate square footage of the medical office building, the allowable amount of wall signage would equate to ±5,457 square feet. Freestanding signs would be limited to 150 square feet regardless of building size. Like other recently approved, large-scale projects, staff incorporates a Condition of Approval that requires the applicant to prepare a comprehensive sign program. The sign program includes but is not be limited to sign type, square footage allowances, placement, illumination, quantity, colors and materials.

ENVIRONMENTAL REVIEW
An Environmental Impact Report (EIR) has been prepared to analyze environmental impacts, discuss feasible alternatives and recommend mitigation measures related to implementation of the proposed project. The California Environmental Quality Act (CEQA) requires that local government agencies consider the environmental consequences before taking action on projects over which they have discretionary approval authority. An EIR analyzes potential environmental consequences in order to inform the public and support informed decisions by local and state governmental agency decision makers. An EIR is the most comprehensive form of environmental documentation under CEQA and the CEQA Guidelines; it is intended to provide an objective, factually supported analysis and full disclosure of the environmental consequences of a proposed project with the potential to result in significant, adverse environmental impacts. Certification of an EIR will enable the applicant/developer to pursue their development goal to construct an industrial warehouse building.

The Draft Environmental Impact Report (DEIR) was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the DEIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk. (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue, and the FEIR is included herein as Exhibit F. All technical appendices are also available on the website.

The environmental consultant has analyzed the project under 21 environmental study areas, prepared two (2) project alternatives, offered a series of mitigation measures, and identified one (1) significant and unavoidable environmental impacts area.

The EIR analyzed the environmental impacts to the following study areas: 1) air quality, 2) cultural resources, 3) energy, 4) greenhouse gas emissions, 5) hazards and hazardous materials, 6) hydrology and water quality, 7) land use planning, 8) noise, 9) transportation, 10) tribal cultural resources, 11) utilities and service systems, 12) aesthetics, 13) agriculture and forestry resources, 14) biological resources, 15) geology and soils, 16)

mineral resources, 17) population and housing, 18) public services, 19) recreation, 20) wildfire, and 21) mandatory findings of significance. Impacts related to agriculture and forestry resources, biological resources, mineral resources, population and housing, public services, recreation, and wildfire were determined to be less than significant. Impacts related to aesthetics, geology and soils, hydrology and water quality, greenhouse gas emissions, transportation, energy, hazards and hazardous materials and mandatory findings of significance were determined to be significant, but less than significant after incorporation of mitigation measures.

The EIR analysis determined that the proposed project, with implementation of mitigation measures, would result in significant and unavoidable environmental impacts in the area of air quality; and because of this, the EIR will require the City Council to approve a Statement of Overriding Considerations.

Each EIR is required to consider alternatives to the proposed project that are capable of eliminating significant adverse environmental effects or reducing them to less than significant levels, even if these alternatives would impede, to some degree, the attainment of the proposed project objectives.

Three alternatives to the proposed Project were developed based on input from City staff, the public during the NOP review period, and the technical analysis performed to identify the environmental effects of the proposed Project. The alternatives analyzed in this EIR include the following three alternatives in addition to the proposed Project (Section 5.2).

• **No Project (No Build) Alternative**: Under this alternative, development of the Project site would not occur, and the Project site would remain in its current existing condition.

• **Multiple Building Alternative:** Under this alternative, the proposed Project would be developed with the same type of use as described in the Project Description, but the warehouse building would be split into three smaller warehouse buildings as detailed above.

• **Maximum FAR Alternative:** Under this alternative, the proposed Project would be developed using the maximum floor-area-ratio (FAR).

The EIR provides a description of the potential environmental impacts of the proposed project scenario and recommends mitigation measures to reduce impacts to a less than significant level, where possible. After implementation of mitigation measures, most of the potentially significant impacts associated with the proposed project would be reduced to less than significant levels. However, the EIR analysis determined that the proposed project, with implementation of mitigation measures, would result in significant environmental impact in the areas of air quality; and because of this, the EIR will require the City Council to approve a Statement of Overriding Considerations.

This EIR identifies one (1) significant and unavoidable adverse impact, as defined by CEQA that would result from implementation of the proposed project. Unavoidable adverse impacts may be considered significant on a project-specific basis, cumulatively significant, and/or potentially significant. The significant impacts of the project that have not been reduced to a level of insignificance will have been substantially reduced in their impacts by the imposition of mitigation measures. Staff will be recommending that the Planning Commission recommend that the City Council find that the significant unavoidable adverse impacts of the industrial warehouse project are clearly outweighed by the economic, social, technological, and other benefits of the project, as set forth in the Statement of Facts and Findings and Statement of Overriding Considerations that will provided to the City Council. The project benefits include additional employment opportunities to the community, development of an industrial warehouse building on a site that is consistent with the policies of the General Plan and zoning, and is accessible to regional markets, and conforms to the City's design guidelines in an effort to promote quality urban design. The impacts that were found in the EIR to be significant and unavoidable are related to:

- Air Quality

Although the EIR identifies certain significant environmental effects that will result if the project is implemented, all significant effects that can feasibly be avoided or mitigated will be by the imposition of conditions and/or mitigation measures. Based on current State Law, unavoidable air quality impacts are common with many projects such as the proposed industrial warehouse project.

The Notice of Availability related to the Draft EIR was released by the City for public comment on February 17, 2021 and concluded on May 2, 2021. A total of eleven (11) letters were received. These comments were provided by: Sanitation District of Los Angeles County, Edward and Margaret Curren, County of Los Angeles Public Health, Golden State Environmental Justice Alliance, Frederick S. Barbosa and Rebecca A. Barbosa, SWAPE, James Trenkamp and Charlotte Santos, John Chico, Los Angeles Country Sanitation Districts, California Air Resources Board (CARB) and State of California Department of Justice (DOJ). The comment letter from the DOJ was not included in the Response to Comments and not a part of the FEIR because it was received May 25, 2021, almost two (2) months after the closing of the comment period. The letter was still fully analyzed and has been included as an attachment. The remaining comment letters and responses to comments have been included in the FEIR.

ANALYSIS

General Plan Analysis

In order to adopt a General Plan Amendment, the amendment must be in the public interest. Staff recommends that the Planning Commission make the following findings:

1. The recommendation of approval of the proposed General Plan Amendment for property located at 5175 Vincent Avenue, specifically APN 8417-034-016, will resolve

the inconsistency between M-2 "Heavy Manufacturing" zoning designation on a portion of the lot and the Residential General Plan land use designation. Therefore, the proposed General Plan Amendment is consistent with Section California Government Code Section 65358(a) (Amendments), "If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan."

2. The site is adequate in size, shape, topography, location, and other factors to accommodate an industrial development in that the subject property is approximately ±26.05 acres.

3. Adequate street access is available via Vincent Avenue.

4. Adequate utilities and public services are or will be available to serve the proposed development.

5. The use, as described herein, will be compatible with the existing and intended character of the area, in that the site is located in an area zoned with industrial, residential and outdoor uses and is surrounded by uses of similar and greater intensity. Therefore, the proposed use is compatible with the surrounding uses.

6. The proposed use, as described herein, will not be materially detrimental to the public welfare or injurious to the adjacent properties in that the development of an industrial building will continue to be industrial and consistent with abutting uses.

Site Plan & Design Review Analysis

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

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

   The subject site is zoned M-2 (Heavy Manufacturing) and has a General Plan land use designation of Industrial/Business Park and Residential. A General Plan Amendment (Map) is proposed to change the designation of a small portion of the subject property from Residential to Industrial/Business Park. The proposed construction of a new building exceeding 10,000 square feet is subject to a Site Plan and Design Review (DA). The prospective use is currently unknown but there are many potential uses that are permitted by right due to the current zoning designation but that certain uses would be not be allowed or would be subject to a Conditional Use Permit.

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

   This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreement involved.

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

   a) Facilities and improvements,
   The proposed building is setback approximately 150'-0" feet from vehicle ingress to accommodate projected queuing, thus avoid overflow onto Vincent Avenue. All structures and infrastructure improvements will be constructed to current code and completed prior to Certificate of Occupancy.

   b) Pedestrian and vehicular ingress, egress, and internal circulation,
   There is no proposed through-site access. The site is bordered by industrial buildings to the north, a County-owned pit to the south, unincorporated residential to the east and a vacant lot the west. Vincent Avenue serves as the only vehicular access to the site.

   c) Setbacks,
   The project has been designed to comply with the required minimum setbacks for the M-2 (Heavy Manufacturing) zone.

   d) Height of buildings,
   There is no maximum building height restriction within the M-2 (Heavy Manufacturing) zone. Nonetheless, the proposed building has been designed to complement the massing and height of the existing buildings in the area, as well as, take advantage of the prominence of the location to serve as an attractive gateway statement.

   e) Signs,
   Based on the approximate square footage of the medical office building, the allowable amount of wall signage would equate to ±5,457 square feet. Freestanding signs would be limited to 150 square feet regardless of building size. Like other recently approved, large-scale projects, staff incorporates a Condition of Approval that requires the applicant to prepare a comprehensive sign program. The sign program includes but is not be limited to sign type, square footage allowances, placement, illumination, quantity, colors and materials.

   f) Mechanical and utility service equipment,

Site has been designed to attractively screen all rooftop and surface level mechanical equipment and storage area.

g) Landscaping,
The landscaping requirement has been met through considered choices of plantings appropriate to the location, building type, and building scale.

h) Grading,
Project has been designed to take advantage of the existing topography, thus reducing grading activities on site.

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

j) Parking,
IMC Subsection 17.64.030.P(2) "Offices not providing customer service on the premises" requires a minimum one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 square feet of gross floor area, whichever is the greater and IMC Subsection 17.64.030(V) "Warehouse and storage buildings" requires one (1) parking space for each 1,000 square feet of the first 20,000 square feet of gross floor area, one (1) space for each 2,000 square feet for the next 20,000 square feet of gross floor area and one (1) space for each 4,000 square feet for all floor area over 40,000 square feet of gross floor area Based on the proposed square footage, the project requires 183 stalls and 199 standard-sized stalls are being proposed. In addition to providing parking for passenger vehicles, there are 18 bicycle parking stalls and space for 181 trailer stalls. The current IMC does not have a minimum stall size for trailers; however, the proposed stalls measure 10'-0 x 53'-0. All parking is surface parking; there are no proposed parking structures or subterranean lots.

k) Drainage,
A Water Quality Management Plan (WQMP) has been prepared to address hydrology and drainage.

l) Intensity of land use.
The project is located on a flat, primarily rectangular lot. Mining of the site began in the 1930s and was completed in the 1970s. The City then began backfilling the site with a variety of construction debris (e.g., soil, concrete, asphalt, rebar, bricks, and cinder blocks) and other inert materials. The last entitlement, approved by the Planning Commission on October 1, 2009, was for the remediation and filling of the pit. Operations began approximately May 2010 and were completed on April 11, 2019. The proposed industrial warehouse building is consistent with the

General Plan designation of Industrial/Business Park and Zoning designation of M-2 (Heavy Manufacturing), as well as adjacent industrial land uses.

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

   The proposed tilt-up building incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines including but not limited façade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping.

CONCLUSION

That the Planning Commission take the following action:

1. Adopt Resolution No. 803(21) recommending that the City Council certify the FEIR, adopt the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP);
2. Adopt Resolution No. (804(21) recommending that the City Council approve General Plan Amendment No. 02-2017; and
3. Adopt Resolution No. 805(21) recommending that the City Council approve Site Plan and Design Review (DA) No. 04-2017 subject to the proposed Conditions of Approval for the single or three (3) building alternative.

Alternative Actions:

4. Request that staff prepare a resolution of denial based on recommended Findings of Fact to be brought back at the next regularly scheduled Planning Commission meeting for adoption; OR

5. Request that the applicant revise the project and continue the hearing to a date certain.

ATTACHMENTS

Exhibit A: Resolution No. 803(21)
Exhibit B: Resolution No. 804(21)
Exhibit C: Resolution No. 805(21) with Conditions of Approval
Exhibit D: Project Plans and General Plan Map
Exhibit E: Draft Environmental Impact Report (DEIR) – Electronic Files via:

https://www.irwindaleca.gov/400/5175-Vincent-Avenue

Exhibit F: Final Environmental Impact Report (FEIR), Findings of Fact & Statement of Overriding Consideration – Hard Copy and Electronic Files via: Portable Data Drive

Exhibit G: Technical Appendices – Electronic Files via: https://www.irwindaleca.gov/400/5175-Vincent-Avenue

Exhibit H: State of California Department of Justice Letter, received May 25, 2021

Exhibit I: San Gabriel Valley Economic Partnership Letter, received June 14, 2021

Exhibit J: Shepherd's Pantry Letter, received June 14, 2021

Exhibit K: Irwindale Chamber of Commerce Letter, received July 1, 2021

Exhibit L: Irwindale Lions Club, received July 14, 2021

Exhibit M: Purchase and Sale Agreement

Exhibit N: Resolution No. 2015-70-2799

CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Agenda Item No. 1-B

Date:	September 15, 2021
TO:	Honorable Chair and Members of the Planning Commission
FROM:	Marilyn Simpson, AICP, Community Development Director
PROJECT PLANNER:	Marilyn Simpson, AICP, Community Development Director
Project:	General Plan Amendment No. 02-2017 Site Plan and Design Review (DA) No. 04-2017 Speculative 545,735 Square-Foot Concrete Tilt-Up Building
Applicant:	Mark Gabay, Five Points, LLC
Property Owner:	Mark Gabay, Five Points, LLC
Project Location:	5175 Vincent Avenue (APNS: 8417-034-015, 8417-034-016)

Subject: Resolution Recommending Denial to the City Council of the Final Environmental Impact Report (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan & Design Review (DA) No. 04-2017 regarding the development of a ±545,735 square-foot, speculative, industrial building for property located at 5175 Vincent Avenue.

SUMMARY:
This item came before the Planning Commission on July 21, 2021. Due to time constraints, the meeting for this item was adjourned to August 9, 2021. On August 9, 2021, the Planning Commission conducted a duly noticed public hearing on the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017. Chair Tapia and Commissioners Chico and Gomez recused themselves due to property owned by each that was located within 1000 feet from the Subject Site. Additionally, Commissioner Gomez recused herself because she had previously signed a petition opposing the Project. To provide quorum for the meeting, Chair Tapia and Commissioner Chico drew straws and Commissioner Chico was recused. Following Staff's presentation, the Planning Commission opened the hearing for public comment, closed the hearing, and deliberated on the merits of the project.

Following deliberation, the Planning Commission voted 3 – 0, with two Commissioners recused, to recommend denial of the project to the City Council and requested that Staff bring back resolutions of denial at the next scheduled meeting based on the following findings:

That the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the FEIR is recommended to be denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable SCAQMD mass emission threshold.

The resolutions presented at this meeting incorporate this analysis and are now presented to the Planning Commission for adoption.

ATTACHMENTS:

Exhibit A: PC Resolution No. 808(21) denying the Findings of Fact for FEIR (SCH #2018121056)
Exhibit B: PC Resolution No. 809(21) denying GPA No. 02-2017
Exhibit C: PC Resolution No. 810(21) denying SP&DR(DA) No. 04-2018

ATTACHMENT "M"

RESOLUTION NO. 808(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL DENY THE ADOPTION AND CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT, STATE CLEARINGHOUSE NUMBER SCH# 2018121056, TO CHANGE THE GENERAL PLAN DESIGNATION OF A PORTION OF THE SUBJECT PROPERTY FROM RESIDENTIAL TO INDUSTRIAL/BUSINESS PARK AND FOR THE CONSTRUCTION OF A NEW ±545,735 SQUARE-FOOT, SPECULATIVE INDUSTRIAL CONCRETE TILT-UP BUILDING LOCATED AT 5175 VINCENT AVENUE (APNS: 8417-034-015, 8417-034-016), INCLUDING DENIAL OF THE CORRESPONDING MITIGATION MONITORING AND REPORTING PROGRAM AND STATEMENT OF OVERRIDING CONSIDERATIONS

RECITALS.

(i) Mark Gabay, 9034 W. Sunset Boulevard, West Hollywood, CA 90069, on behalf of Five Points, LLC, has made a request for a General Plan Amendment (Map) to change the designation of a portion of the subject property from Residential to Industrial/Business Park and a Site Plan and Design Review (DA) for the construction of a ±545,735 speculative concrete tilt-up building.

(ii) The Subject Property is located at 5175 Vincent Avenue (APNs 8417-034-015 and 8417-034-016), on a total of ±26.05 acres. The Subject Property is currently zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application."

(iii) As a result the following entitlements are being considered for approval for the project:

- Environmental Impact Report (SCH #2018121056)
- General Plan Amendment No. 02-2017
- Site Plan and Design Review (DA) No. 04-2017

(iv) On August 9, 2018, the Planning Division hosted a community meeting at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and understand the process.

(v) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 20, 2018 through January 22, 2019. A copy of the MND was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website (https://www.irwindaleca.gov/400/5175-Vincent-Avenue) and was available at the Community Development Department, City Hall and the Irwindale Public

Library. A copy of the MND and Mitigation Monitoring and Reporting Program was posted on the City's website.

(vi) The public review period for the MND ended on January 22, 2019.

(vii) On January 30, 2019, the Planning Commission conducted a duly noticed special public hearing on the project at which time it received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, and discussed the Proposed Project; and continued the items to a date uncertain.

(viii) On February 20, 2020, a Scoping Meeting was held to gather information for the scope of the environmental document to be prepared, at which time, attendees voiced comments regarding the project to the environmental consultant. After additional community and external agency input, the project's environmental review shifted from an MND to an EIR.

(ix) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and prepared and a Draft Environmental Impact Report (DEIR). The DEIR was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the DEIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk.

(x) A Final Environmental Impact Report ("FEIR"), SCH# 2018121056 was prepared for the proposed project, which included the Draft EIR, comments received on the Draft EIR and the Lead Agency's responses to those comments, revisions and corrections to the Draft EIR made in response to comments received, and CEQA Findings of Fact and a Statement of Overriding Considerations.

(xi) The FEIR provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, and has been prepared in accordance with Public Resources Code Section 21000 *et seq.* (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* (CEQA Guidelines). (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue. All technical appendices are also available on the website.

(xii) On July 21, 2021, the Planning Commission conducted a duly noticed public hearing and due to a time constraint, adjourned the meeting to August 9, 2021 for the FEIR (SCH# 2018121056), the General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017.

(xiii) On August 9, 2021, the Planning Commission conducted a duly noticed public hearing on the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017. The Planning Commission opened the public hearing and took testimony on the Application, at which time they received input from City Staff, the City Attorney, and the Applicant, heard public testimony, and discussed the Application. The Planning Commission closed the public hearing and made the finding that the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the Planning Commission recommended that the FEIR be denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable South Coast Air Quality Management District (SCAQMD) mass emission threshold. Based on these findings, the Planning Commission voted 3-0 to direct Staff to prepare resolutions for a recommendation of denial, of the FEIR, General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017, to the City Council and present the resolution at the next regularly scheduled Planning Commission meeting for adoption.

(xiv) The Planning Commission of the City of Irwindale has considered the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) for General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, which provides, among other provisions, for the development of the industrial site.

(xv) On September 15, 2021, the Planning Commission adopted Resolution No. 808(21) recommending denial of the certification and adoption the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) to the City Council.

(xvi) On September 15, 2021, this resolution was presented to the Planning Commission for consideration and adoption.

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

A. RESOLUTION.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF IRWINDALE, having reviewed and considered the information in the Final EIR and supporting documents and materials, does hereby find, determine, resolve and order as follows:

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

2. PLANNING COMMISSION RECORD

The proceedings and all evidence introduced before the Planning Commission at its public hearing on the Final EIR held on August 9, 2021, are hereby incorporated into the record of this proceeding. These documents, along with any documents submitted to the decision-makers, including all documents specified under applicable State law shall comprise the entire record of proceedings for any claims under CEQA.

3. FEIR CONTENTS

The FEIR consists of the following:

a. Draft EIR (SCH# 2018121056) for the construction of a ±545,735 square-foot, speculative industrial building
b. Draft EIR Technical Appendices
c. Comments on the Draft EIR and the Lead Agency's Responses to Comments
d. Additions, Corrections, and revisions to the Draft EIR

(All hereafter collectively referred to as "FEIR")

4. ACCOMPANYING DOCUMENTS TO FEIR

Documents that shall accompany the FEIR are:

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

5. FINDINGS

The Planning Commission finds that the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the FEIR is recommended to be denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable SCAQMD mass emission threshold.

6. RECOMMENDATION
Based on the findings in Section 4 above, the Planning Commission recommends that the City Council deny the FEIR as described in Section 2 above, along with the accompanying documents identified in Section 3 above, for the construction of a new ±545,735 square-foot, speculative industrial building located at 5175 Vincent Avenue (APNS: 8417-034-015 and 8417-034-016).

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

The Secretary shall:

a. Certify the adoption of this Resolution; and

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

ADOPTED AND APPROVED this 15th day of September 2021.

Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson
Marilyn Simpson, Secretary

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

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

AYES: COMMISSIONERS: A. Tapia, E. Burrola, R. Hartman

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

RECUSED: COMMISSIONERS: R. Chico, S. Gomez

Marilyn Simpson
Marilyn Simpson, Secretary

RESOLUTION NO. 809(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL DENY GENERAL PLAN AMENDMENT NO. 02-2017 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FOR A PORTION OF THE SITE FROM RESIDENTIAL TO INDUSTRIAL/BUSINESS PARK FOR PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APN: 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT.

A. RECITALS.

(i) Mark Gabay, 9034 W. Sunset Boulevard, West Hollywood, CA 90069, on behalf of Five Points, LLC, has made a request for a General Plan Amendment to change the General Plan land use designation for ±6.93 acres from Residential to Industrial/Business Park.

(ii) The Subject Property is located at 5175 Vincent Avenue (APN 8417-034-016), on a ±26.05 acre site. The Subject Property is currently zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject General Plan Amendment (Map) shall be referred to as the "Application."

(iii) As a result the following entitlements are being considered for approval for the project:

- Environmental Impact Report (SCH #2018121056)
- General Plan Amendment No. 02-2017
- Site Plan and Design Review (DA) No. 04-2017

(iv) On August 9, 2018, the Planning Division hosted a community meeting at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and understand the process.

(v) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 20, 2018 through January 22, 2019. A copy of the MND was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website (https://www.irwindaleca.gov/400/5175-Vincent-Avenue) and was available at the Community Development Department, City Hall and the Irwindale Public Library. A copy of the MND and Mitigation Monitoring and Reporting Program was posted on the City's website.

(vi) The public review period for the MND ended on January 22, 2019.

(vii) On January 30, 2019, the Planning Commission conducted a duly noticed special public hearing on the project at which time it received input from staff, the

Assistant City Attorney, and the Applicant, heard public testimony, and discussed the Proposed Project; and continued the items to a date uncertain.

(viii) On February 20, 2020, a Scoping Meeting was held to gather information for the scope of the environmental document to be prepared, at which time, attendees voiced comments regarding the project to the environmental consultant. After additional community and external agency input, the project's environmental review shifted from an MND to an EIR.

(ix) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and prepared and a Draft Environmental Impact Report (DEIR). The DEIR was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the DEIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk.

(x) A Final Environmental Impact Report ("FEIR"), SCH# 2018121056 was prepared for the proposed project, including the Draft EIR, comments received on the Draft EIR and the Lead Agency's responses to those comments, and revisions and corrections to the Draft EIR made in response to comments received, and CEQA Findings of Fact and a Statement of Overriding Considerations.

(xi) The FEIR provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the General Plan Amendment and Site Plan and Design Review (DA), and has been prepared in accordance with Public Resources Code Section 21000 *et seq.* (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* (CEQA Guidelines). (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue. All technical appendices are also available on the website.

(xii) On July 21, 2021, the Planning Commission conducted a duly noticed public hearing and due to a time constraint, adjourned the meeting to August 9, 2021 for the FEIR (SCH# 2018121056), the General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017.

(xiii) On August 9, 2021, the Planning Commission conducted a duly noticed public hearing on the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017. The Planning Commission opened the public hearing and took testimony on the Application, at which time they received input from City Staff, the City Attorney, and the Applicant, heard public testimony and discussed the Application. The Planning Commission closed the public hearing and made the finding that the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the Planning Commission recommended that the FEIR be

denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable South Coast Air Quality Management District (SCAQMD) mass emission threshold. Based on these findings, the Planning Commission voted 3-0 to direct staff to prepare resolutions for a recommendation of denial, of the FEIR and General Plan Amendment No. 02-2017 and Site Plan and Design Review (DA) No. 04-2017, to the City Council and present the resolution at the next regularly scheduled Planning Commission meeting for adoption.

(xiv) The Planning Commission of the City of Irwindale has considered the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) for General Plan Amendment No. 02-2017, which provides, among other provisions, for the development of the industrial site.

(xv) On September 15, 2021, the Planning Commission adopted Resolution No. 809(21) recommending denial of the certification and adoption the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) to the City Council.

(xvi) On September 15, 2021, this resolution was presented to the Planning Commission for consideration and adoption.

(xvii) This Application is being processed concurrently with Site Plan and Design Review (DA) No. 04-2017.

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

B. RESOLUTION.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF IRWINDALE does hereby find, determine and resolve as follows:

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

2. Because the Planning Commission recommends that the City Council deny the certification and adoption of the FEIR (SCH# 2018121056) for the project through PC Resolution 809(21), the Planning Commission cannot, and therefore, does not recommend approval by the City Council of the General Plan Amendment No. 02-2017 to change the General Plan land use designation for ±6.93 acres from Residential to Industrial/Business Park for property located at 5175 Vincent Avenue (APN: 8417-034-016).

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

ADOPTED AND APPROVED this 15th day of September 2021.

Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, Secretary

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

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

AYES: COMMISSIONERS: A. Tapia, E. Burrola, R. Hartman

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

RECUSED: COMMISSIONERS: R. Chico, S. Gomez

Marilyn Simpson, Secretary

RESOLUTION NO. 810(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL DENY SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2017 FOR THE CONSTRUCTION OF A ±545,735 SQUARE-FOOT CONCRETE TILT-UP BUILDING AND ASSOCIATED PARKING ON PROPERTY LOCATED AT 5175 VINCENT AVENUE, IRWINDALE, CA 91706 (APNS: 8417-034-015 AND 8417-034-016) IN THE M-2 (HEAVY MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT.

A. RECITALS.

(i) Mark Gabay, 9034 W. Sunset Boulevard, West Hollywood, CA 90069, on behalf of Five Points, LLC, has made a request for a General Plan Amendment (Map) to change the designation of a portion of the subject property from Residential to Industrial/Business Park and a Site Plan and Design Review (DA) for the construction of a ±545,735 square foot speculative concrete tilt-up building.

(ii) The Subject Property is located at 5175 Vincent Avenue (APNs 8417-034-015 and 8417-034-016), on a total of ±26.05 acres. The Subject Property is currently zoned M-2 (Heavy Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application."

(iii) As a result the following entitlements are being considered for approval for the project:

- Environmental Impact Report (SCH #2018121056)
- General Plan Amendment No. 02-2017
- Site Plan and Design Review (DA) No. 04-2017

(iv) On August 9, 2018, the Planning Division hosted a community meeting at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and understand the process.

(v) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 20, 2018 through January 22, 2019. A copy of the MND was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website (https://www.irwindaleca.gov/400/5175-Vincent-Avenue) and was available at the Community Development Department, City Hall and the Irwindale Public Library. A copy of the MND and Mitigation Monitoring and Reporting Program was posted on the City's website.

(vi) The public review period for the MND ended on January 22, 2019.

(vii) On January 30, 2019, the Planning Commission conducted a duly noticed special public hearing on the project at which time it received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, and discussed the Proposed Project; and continued the items to a date uncertain.

(viii) On February 20, 2020, a Scoping Meeting was held to gather information for the scope of the environmental document to be prepared, at which time, attendees voiced comments regarding the project to the environmental consultant. After additional community and external agency input, the project's environmental review shifted from an MND to an EIR.

(ix) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and prepared and a Draft Environmental Impact Report (DEIR). The DEIR was circulated for public review for the required 45 days from February 17, 2021 to May 2, 2021. A copy of the DEIR was circulated through the State Clearinghouse (SCH# 2018121056), posted on the City's website, and was available at the Irwindale Public Library and Deputy City Clerk's Office. The Notice of Availability was posted with the Registrar-Recorder/County Clerk.

(x) A Final Environmental Impact Report ("FEIR"), SCH# 2018121056 was prepared for the proposed project, which included the Draft EIR, comments received on the Draft EIR and the Lead Agency's responses to those comments revisions and corrections to the Draft EIR made in response to comments received, and CEQA Findings of Fact and a Statement of Overriding Considerations.

(xi) The FEIR provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the General Plan Amendment and Site Plan and Design Review (DA), and has been prepared in accordance with Public Resources Code Section 21000 *et seq.* (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* (CEQA Guidelines). (A copy of the DEIR, FEIR and Mitigation Monitoring and Reporting Program is posted on the City's website at https://www.irwindaleca.gov/400/5175-Vincent-Avenue. All technical appendices are also available on the website.

(xii) On July 21, 2021, the Planning Commission conducted a duly noticed public hearing and due to a time constraint, adjourned the meeting to August 9, 2021 for the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017.

(xiii) On August 9, 2021, the Planning Commission conducted a duly noticed public hearing on the FEIR (SCH# 2018121056), General Plan Amendment No. 02-

2017, and Site Plan and Design Review (DA) No. 04-2017. The Planning Commission opened the public hearing and took testimony on the Application, at which time they received input from City Staff, the City Attorney, and the Applicant, heard public testimony, and discussed the Application. The Planning Commission closed the public hearing and made the finding that the project benefits do not outweigh the significant unavoidable environmental impacts on Air Quality. Specifically, the Planning Commission recommended that the FEIR be denied due to the cumulative impact on the region's air quality. Additionally, the emissions threshold for NOx would be exceeded and even with mitigation measures, operational NOx emissions would be above the applicable South Coast Air Quality Management District (SCAQMD) mass emission threshold. Based on these findings, the Planning Commission voted 3-0 to direct staff to prepare resolutions for a recommendation of denial of the FEIR (SCH# 2018121056), General Plan Amendment No. 02-2017, and Site Plan and Design Review (DA) No. 04-2017 to the City Council and present the resolutions at the next regularly scheduled Planning Commission meeting for adoption.

(xiv) The Planning Commission of the City of Irwindale has considered the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) for Site Plan and Design Review (DA) No. 04-2017, which provides, among other provisions, for the development of the industrial site.

(xv) On September 15, 2021, the Planning Commission adopted Planning Commission (PC) Resolution 810(21) recommending denial of the certification and adoption the FEIR and its implementing actions (State Clearinghouse No. SCH# 2018121056) to the City Council.

(xvi) On September 15, 2021, this resolution was presented to the Planning Commission for consideration and adoption.

(xvii) This Application is being processed concurrently with General Plan Amendment No. 02-2017.

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

B. RESOLUTION.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF IRWINDALE does hereby find, determine and resolve as follows:

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

2. Because the Planning Commission recommends that the City Council deny the certification and adoption of the FEIR (SCH# 2018121056) for the project through PC Resolution 810(21), the Planning Commission cannot, and therefore, does not recommend

approval by the City Council of the Site Plan and Design Review (DA) No. 04-2017 for the construction of a new ±545,735 square-foot, speculative industrial building located at 5175 Vincent Avenue (APNS: 8417-034-015 and 8417-034-016).

The Secretary shall:

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

ADOPTED AND APPROVED this 15th day of September 2021.

Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, Secretary

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

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

AYES: COMMISSIONERS: A. Tapia, E. Burrola, R. Hartman

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

RECUSED: COMMISSIONERS: R. Chico, S. Gomez

Marilyn Simpson, Secretary

ATTACHMENT "N"

ROB BONTA
Attorney General

State of California
DEPARTMENT OF JUSTICE

1300 I STREET, SUITE 125
P.O. BOX 944255
SACRAMENTO, CA 94244-2550

Public: (916) 445-9555
Telephone: (916) 210-7808
Facsimile: (916) 327-2319
E-Mail: Robert.Swanson@doj.ca.gov

May 25, 2021

Ms. Brandi Jones
Senior Planner
City of Irwindale, Planning Division
5050 North Irwindale Avenue
Irwindale, CA 91706

RE: Comments on the Draft Environmental Impact Report for the 5175 Vincent Avenue Project (SCH #2018121056)

Dear Ms. Jones:

Thank you for the opportunity to provide comments on the City of Irwindale's Draft Environmental Impact Report (DEIR) for the 5175 Vincent Avenue Project (the Project). The Project would site a 545,000 square-foot warehouse with about 580 daily truck trips adjacent to residents in one of the most heavily-polluted areas in the state. The DEIR found that the Project would have significant and unavoidable impacts to air quality. While our discussions with the City and De Novo Consulting Group have yielded improvements to the DEIR, the DEIR still does not include critical, feasible measures to mitigate the Project's impacts. We respectfully urge the City to adopt all feasible mitigation measures as required by the California Environmental Quality Act, including consideration of the multi-building alternative analyzed in the DEIR.[1] 1

I. THE PROJECT WOULD SITE A LARGE WAREHOUSE ON A RESIDENTIAL STREET IN A HIGHLY-POLLUTED LOW INCOME MINORITY COMMUNITY.

The Project consists of an approximately 545,000 square-foot high-cube warehouse with 181 truck docks and 199 standard parking stalls.[2] The DEIR predicts that the Project would 2

[1] The Attorney General submits these comments pursuant to his independent power and duty to protect the environment and natural resources of the State. (See Cal. Const., art. V, § 13; Gov. Code, §§ 12511, 12600-12612; *D'Amico v. Bd. of Medical Examiners* (1974) 11 Cal.3d 1, 14–15.).

[2] DEIR at 2.0-6 to -7.

generate 580 truck trips and 2,128 passenger car trips daily.[3] The Project site totals 26.05 acres across two vacant parcels.[4] While all of the site is zoned Heavy Manufacturing and much of the site is already designated Industrial/Business Park by the City's General Plan, a seven-acre portion of one of the parcels, comprising just over a quarter of the total Project area, is currently designated Residential under Irwindale's General Plan.[5] The Project would therefore re-designate that parcel Industrial/Business Park.[6]

The Project is located on Vincent Avenue at the boundary of southeastern Irwindale and Vincent, an unincorporated community in Los Angeles County.[7] Vincent Avenue is a busy residential street with single-family homes across from the Project.[8] Additional single-family homes are to the west, along with Irwindale Park, Irwindale City Hall, and a public library.[9] Alice M. Ellington Elementary School is less than 1,000 feet to the east. The Project design places the truck docks on the western and eastern edges of the site, facing these sensitive receptors. North of the site is a largely industrial area.[10] The land directly south is a vacant, former quarry site, with more single-family homes further south.[11]

2 cont'd

The surrounding community, which is overwhelmingly Hispanic, is already highly burdened by pollution. According to CalEnviroScreen 4.0, CalEPA's screening tool that ranks each census tract in the state for pollution and socioeconomic vulnerability,[12] the Project's census tract ranks worse than 85% of the rest of the state overall. The Project's census tract is also in the 100th percentile for pollution burden, meaning it is among the most polluted areas in

3

---

[3] DEIR, Appendix D, at 21 Table 2.
[4] DEIR at 2.0-5.
[5] *Id.*
[6] *Id.* The Project's re-designation of land designated for residential use without accompanying re-designation of other parcels to ensure no net loss in residential capacity may violate the Housing Crisis Act of 2019. *See* Gov. Code § 66300(b)(1)(A) (prohibiting changing a general plan residential land use designation to a use that "lessen[s] the intensity of housing"); Gov. Code § 66300(i)(1) (creating an exemption for actions that "concurrently change[] the [restrictions] applicable to other parcels … to ensure that there is no net loss in residential capacity").
[7] *Id.* at 2.0-13 Fig. 2.0-2.
[8] *Id.* at 2.0-15 Fig. 2.0-3.
[9] *Id.* at 2.0-13 Fig. 2.0-2.
[10] *Id.* at 2.0-15 Fig. 2.0-3.
[11] *Id.* at 2.0-21 Fig. 2.0-6.
[12] CalEnviroScreen 4.0, available at https://oehha.ca.gov/calenviroscreen/report/draft-calenviroscreen-40 (as of May 3, 2021). CalEnviroScreen is a tool created by the Office of Environmental Health Hazard Assessment that uses environmental, health, and socioeconomic information to produce scores and rank every census tract in the state. A census tract with a high score is one that experiences a much higher pollution burden than a census tract with a low score. Office of Environmental Health Hazard Assessment, CalEnviroScreen 4.0 Report (February 2021), available at https://oehha.ca.gov/media/downloads/calenviroscreen/document/calenviroscreen40reportd12021.pdf.

the entire state. Irwindale residents, including some directly west of the Project site, live alongside extensive industry. The residents of neighboring Vincent likewise bear a higher pollution burden than 82% of the rest of the state, according to CalEnviroScreen. 3 cont'd

II. THE DEIR FAILS TO JUSTIFY ITS REJECTION OF THE MULTI-BUILDING ALTERNATIVE.

CEQA requires an EIR to identify alternatives to the proposed project.[13] "Evaluation of project alternatives and mitigation measures is the core of an EIR."[14] Discussion of alternatives allow governmental agencies to consider alternatives to proposed actions affecting the environment.[15] To that end, the EIR must "describe a range of reasonable alternatives . . . which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives."[16]

The DEIR includes an alternative—the multi-building alternative—that would substantially reduce the Project's environmental impacts while still meeting the Project's stated objectives. The multi-building alternative is an alternative site design consisting of three warehouse buildings instead of a single, larger building.[17] This site design would place all of the dock doors at the interior of the site, facing away from sensitive receptors.[18] It would also involve a longer interior driveway, lessening the risk that trucks could queue on Vincent Avenue.[19] 4

The DEIR recognized that these alternative design features would reduce air quality and noise impacts on sensitive receptors.[20] The noise contour analysis, reproduced as Figures A and B at the end of this letter, is particularly illustrative. In the primary design, noise from dock doors radiates outward toward residents, but in the multi-building alternative, noise from onsite operations is mostly contained within the Project site.[21]

As analyzed in the table below, the multi-building alternative would also meet the Project's objectives:[22]

---

[13] Pub. Resources Code § 21002.1, subd. (a).
[14] *Banning Ranch Conservancy v. City of Newport Beach* (2017) 2 Cal.5th 918, 937 (alterations omitted).
[15] *Laurel Heights Improvement Ass'n. v. Regents of Univ. of California* (1988) 47 Cal. 3d 376, 400 (en banc) (citing Pub. Resources Code § 21001, subd. (g)).
[16] CEQA Guidelines § 15126.6, subd. (a).
[17] DEIR at 5.0-4.
[18] *Id.* at 5.0-23 Fig. 5.0-1. See Section III.A. below for discussion of this issue.
[19] *Id.* See Section III.A. below for discussion of this issue.
[20] *Id.* at 5.0-10 to -11, -13 to -14.
[21] *Compare id.* at 3.7-25 Fig. 3.7-3, *with id.* at 5.0-33 Fig. 5.0-4.
[22] *Id.* at 5.0-1 to -2.

Objective	Analysis
Quantified Development	The multi-building alternative would develop the Project site with total warehouse space only 1,252 square feet smaller than the Project.[23]
Economic Contribution	As it includes essentially the same square footage as the Project, the multi-building alternative would likely provide a similar amount of total jobs and development investment. By having three buildings instead of one, the multi-building alternative could have multiple tenants, giving the City more robust protection against a downturn in any one tenant's business.
Employment Opportunities	See above. Employment opportunities would likely be similar.
Public Facilities and Services	The multi-building alternative and Project contain no noted differences in public facilities and services.
Marketable High Cube Warehouse	The multi-building alternative and Project would both involve construction of marketable high-cube warehouse facilities that could attract a variety of end users.
End User Restrictions	The multi-building alternative and Project would have the same end user restrictions.
Buffer Surrounding Uses	The multi-building alternative would buffer surrounding uses better than the Project because its design would direct the environmental impacts toward the interior of the site and away from sensitive receptors. The multi-building alternative unnecessarily includes a smaller vegetative buffer than the Project.[24] There is little reason the multi-building alternative cannot be revised to include a similar vegetative buffer to the Project, as the square footage lost would be small in comparison to the benefits for surrounding uses.
Redevelopment of the Manning Pit	Both the multi-building alternative and Project would redevelop the former Manning Pit site.

4 cont'd

The multi-building alternative would therefore be environmentally superior while also meeting the Project's objectives.

[23] *Id.* at 5.0-4.
[24] *Id.* at 5.0-25 Fig. 5.0-2a.

The DEIR identifies the multi-building alternative as the environmentally-superior alternative, but it asserts that the alternative would not meet the Project's objectives.[25] The DEIR's entire analysis of the multi-building alternative's ability to meet the Project's objectives is limited to a single sentence with no explanation: "However, the Multiple Building Alternative would not fully meet all of the Project objectives." This is insufficient. The DEIR should explain which Project objectives the multi-building alternative would not meet (if any), and why. In so doing, the City "may not give a project's purpose an artificially narrow definition" to limit the scope of acceptable alternatives.[26] 4 cont'd

Ultimately, if the City decides to approve a warehouse at this location, it should consider the multi-building alternative or another design that locates dock doors away from sensitive receptors. In that event, the City should ensure that the alternative site design includes other mitigation measures mentioned in the following section.

III. THE DEIR DOES NOT INCLUDE ALL FEASIBLE MITIGATION MEASURES.

An EIR must describe and adopt all feasible mitigation measures that minimize the significant environmental impacts of a project.[27] "Where several measures are available to mitigate an impact, each should be discussed and the basis for selecting a particular measure should be identified."[28] The lead agency is expected to develop mitigation measures in an open process and consider measures proposed by other interested agencies and the public.[29] Shortly after the DEIR was released, the Attorney General's Office published a document entitled "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act," to help lead agencies comply with these requirements.[30] We provided this document to the City as part of our engagement prior to submitting this comment letter. 5

Primarily due to the substantial emissions generated by the Project's vehicle traffic, the DEIR found significant and unavoidable air quality impacts.[31] Specifically, the DEIR determined that the Project's operational nitrogen oxide emissions would exceed the significance threshold established by the local air district.[32] Nitrogen oxide is a primary precursor to smog formation and a significant factor in the development of respiratory problems like asthma, bronchitis, and lung irritation.[33] Nonetheless, the DEIR fails to incorporate feasible mitigation to reduce sensitive receptors' exposure to the Project's emissions.

---

[25] *Id.* at 5.0-21.
[26] *N. Coast Rivers All. v. Kawamura* (2015) 243 Cal. App. 4th 647, 668.
[27] Pub. Resources Code, § 21002; CEQA Guidelines, § 15126.4(a)(1).
[28] CEQA Guidelines, § 15126.4(a)(1)(B).
[29] *Communities for a Better Environment v. City of Richmond,* (2010) 184 Cal.App.4th 70, 93.
[30] https://oag.ca.gov/sites/all/files/agweb/pdfs/environment/warehouse-best-practices.pdf ("Warehouse Best Practices document").
[31] DEIR at 3.2-24 to -31, -41 to -45.
[32] *Id* .at 3.2-28.
[33] California Air Resources Board, Nitrogen Dioxide & Health, https://ww2.arb.ca.gov/resources/nitrogen-dioxide-and-health (NOx).

A. The Project's Site Design Exacerbates its Environmental Impacts on Nearby Residents.

Most fundamentally, the Project's site design maximizes nearby sensitive receptors' exposure to the Project's environmental impacts. As the Warehouse Best Practices document explains,

> The most important consideration when planning a logistics facility is its location. Warehouses located in residential neighborhoods or near other sensitive receptors expose community residents and those using or visiting sensitive receptor sites to the air pollution, noise, traffic, and other environmental impacts they generate. Therefore, placing facilities away from sensitive receptors significantly reduces their environmental and quality of life harms on local communities.[34]

6

This Project is located adjacent to residences to the east and nearby residences, City Hall, a library, and a park to the west.[35] We also understand that the City intends to designate the currently-vacant strip of land between the Project and the sensitive receptors to the west for further residential development in its pending Housing Element update. The Project would therefore cause a severe land use conflict between the proposed industrial warehouse and adjacent sensitive receptors.[36]

In these cases, the Warehouse Best Practices document recommends several feasible measures to mitigate the land use conflict. First, projects should "[l]ocat[e] warehouse dock doors and other onsite areas with significant truck traffic and noise away from sensitive receptors."[37] Second, projects should "[p]rovid[e] adequate areas for on-site parking, on-site queuing, and truck check-in that prevent trucks and other vehicles from parking or idling on public streets."[38] Third, projects should "[p]lac[e] facility entry and exit points from the public

---

[34] Warehouse Best Practices document, at 4-5.
[35] DEIR at 2.0-13 Fig. 2.0-2, 2.0-15 Fig. 2.0-3.
[36] Note that the land use conflict presented by this Project and its site design is far greater than in the three other warehouse projects the City has approved in recent years (The Park @ Live Oak Specific Plan, 13131 Los Angeles Street Industrial Project, and Irwindale Industrial Center Project)—projects on which the Attorney General's Office declined to comment. The Park @ Live Oak Specific Plan DEIR, https://files.ceqanet.opr.ca.gov/216361-2/attachment/tJxSyKoC7IWnQRtoCm9u-yzfEiYXhVTZGZWHDFzRdpbTtKF9y89Pq4F5_XmQonkDhQZ6VxkiNi9Hea4U0, at 2-4 Fig. 2-3; 13131 Los Angeles Street Industrial Project DEIR, https://files.ceqanet.opr.ca.gov/254608-3/attachment/eZqHV6bPniK2vW0BenM79UOBZfuWt_b1WlXz7kpwak1EudZzmSpcRHPWbtB1YSzXpKtACxnl7sGjkfxQ0, at 2-7 Fig. 2.0-3; Irwindale Industrial Center Project Initial Study, https://files.ceqanet.opr.ca.gov/255475-2/attachment/0db_x4P2jEeIpnGG0i0NzcBwbFoO53O71FallEkAqHvXN6Dl3S6YVn6c1CuNBFw-ISSt2NVB_-piQ_Mt0, at Fig. 2.0-3.
[37] *Id.* at 5.
[38] *Id.*

street away from sensitive receptors."[39] Fourth, projects should "[c]reat[e] physical, structural, and/or vegetative buffers that adequately prevent or substantially reduce pollutant dispersal between warehouses and any areas where sensitive receptors are likely to be present."[40] Individually and collectively, these measures would reduce the Project's land use conflict with sensitive receptors by directing the Project's environmental impacts away from homes and other uses that are most sensitive to the air emissions, noise, and other impacts caused by trucking and loading activities. These measures are also common for warehouse projects in the Los Angeles and Inland Empire regions.[41]

6
cont'd

The Project fails to incorporate these best practices. The Project's dock doors and internal roads are located on the west and east sides, the same sides where sensitive receptors are located.[42] The Project also provides minimal space for trucks to queue and check in, particularly on the Project's east side, where the Vincent Avenue entry points are situated close to the dock doors.[43] When multiple trucks arrive at the same time, trucks may queue and idle on Vincent Avenue, in front of homes. Even if trucks do not queue on Vincent Avenue, Vincent Avenue is the only entry or exit point from the Project, ensuring that all 580 daily truck trips—or nearly one truck every other minute, 24 hours a day—pass by these homes.[44] Finally, while the Project does include physical and vegetative buffers, they are relatively small given the Project's proximity to sensitive receptors.[45]

---

[39] *Id.*
[40] *Id.*
[41] *See, e.g.*, Riverside County Good Neighbor Policy for Logistics and Warehouse/Distribution Uses, https://www.rivcocob.org/wp-content/uploads/2020/01/Good-Neighbor-Policy-F-3-Final-Adopted.pdf, at 3.2, 3.3, 3.5, 3.7; Agua Mansa Commerce Park Specific Plan DEIR, https://files.ceqanet.opr.ca.gov/4286-2/attachment/CYVKlx3k3GGLV5H134HOMoEK5yCPyRk1jc7ttwqoRnSaCyNhMxzwv7f-Z6_ONiMw38BCWhFfcEBsFQlP0, at 3.0-11 Fig. 3-5; Slover Distribution Center DEIR, http://www.sbcounty.gov/uploads/lus/environmental/00%20Draft%20EIR.pdf, at 3.0-17 Ex. 3.0-6; Sierra Avenue and Casa Grande Avenue Warehouse Project DEIR, https://files.ceqanet.opr.ca.gov/252740-5/attachment/knzDQFe8BS8Q2q1J3yAlSUnvVkHI4SDIpnfYi2_QFeL5RDArOk0KYjg-Wb413A7N4uYnz8H8krFc-pnf0, at 3.0-37 Fig. 3-9; Bridgepoint South Bay II Initial Study, https://files.ceqanet.opr.ca.gov/255728-2/attachment/61-xIHD6ivC7ADYMNCEBcXN6lOu0wKHr6N6AvsdGX9TJsc_cflxg1AnBvWuhusObXyaY5biUAiu9xTeR0, at 21 Fig. 4. While the Attorney General's Office submitted comment letters on some of these projects, each of these projects nonetheless included the aforementioned best practices for shielding nearby sensitive receptors from truck docks and related impacts, demonstrating the degree to which those practices are basic elements of any warehouse site plan in the region.
[42] DEIR at 2.0-19 Fig. 2.0-5.
[43] *Id.*
[44] *Id.*
[45] *Compare, e.g.*, *id.* at 3.1-13 Fig. 3.1-1b, *with* Agua Mansa Commerce Park Specific Plan, https://files.ceqanet.opr.ca.gov/4286-2/attachment/kukfxJsZdLS2U-

The Project should be revised to incorporate the basic, feasible design measures discussed above, which would reduce the Project's significant air quality impacts. 6 cont'd

B. The DEIR Omits Necessary Measures to Ensure Truck Traffic Does Not Travel on Residential Streets.

The DEIR also fails to sufficiently mitigate the impacts of trucks traveling to and from the Project. The DEIR stated that the Project would generate 580 daily truck trips. As the DEIR acknowledged,[46] heavy trucks emit diesel particulate matter, nitrogen oxide, and other air pollution.[47] In addition, the Warehouse Best Practices document explains that "[t]ruck traffic can present substantial safety issues. Collisions with heavy-duty trucks are especially dangerous for passenger cars, motorcycles, bicycles, and pedestrians. These concerns can be even greater if truck traffic passes through residential areas, school zones, or other places where pedestrians are common and extra caution is warranted."[48]

The DEIR's analysis showed that the Project could create significant conflicts between trucks and sensitive receptors. The DEIR's traffic modeling predicted that nearly half of all trucks visiting the Project would traverse residential streets and a quarter of all trucks would travel on residential streets where trucks are currently not permitted.[49] As illustrated by Figure 12 of the DEIR's Appendix D (at page 23), fifteen percent of trucks are projected to travel south on Vincent Avenue until reaching Interstate-10, and another ten percent are projected to cut north on Vernon Avenue from Gladstone Street. Those two paths are not along truck routes in the Cities of Azusa and West Covina, respectively.[50] Thus, without additional mitigation, the Project presents significant risk that a large volume of trucks will travel off truck routes and through residential areas.[51] 7

The Warehouse Best Practices document recommends the following measures to mitigate these impacts:

- Designing, clearly marking, and enforcing truck routes that keep trucks out of residential neighborhoods and away from other sensitive receptors.[52]

XYrV1Jx2PhRmymZNixwaKCdmYJOI33Hci8D6efK1jusiNh8-uq_1giGt-JkS4RbQP40, at 4-35 to -45.

[46] *Id.* at 3.2-85.

[47] Warehouse Best Practices document at 2.

[48] *Id.* at 9-10.

[49] DEIR, Appendix D, at 23 Fig. 12.

[50] Azusa Municipal Code § 74-277; West Covina Municipal Code § 22-141.

[51] Even if the DEIR's traffic modeling did not account for truck routes when predicting where trucks would travel, it still determined that traveling off truck routes would be the most convenient way for many trucks to access the Project. This demonstrates that additional measures are needed to mitigate this risk.

[52] Warehouse Best Practices document at 10.

- Installing signs in residential areas noting that truck and employee parking is prohibited.[53]
- Restricting the turns trucks can make entering and exiting the facility to route trucks away from sensitive receptors.[54]
- Posting signs at every truck exit driveway providing directional information to the truck route.[55]

As applied to this Project, the City should consider routing all traffic west on Arrow Highway or north on Irwindale Avenue, routes through industrial areas from which trucks can access major highways. The City should also post signs at Project exit points detailing the truck routes to highways and directing trucks to those routes. If trucks cannot be diverted away from residential areas entirely, the City should require the project applicant to provide signage along those routes clearly marking the truck routes and prohibiting parking and idling. In addition, as a condition of approval, the City should require end user contracts (e.g., a lease) to include a provision making the end user liable to the City for specified fines if the City determines trucks from the Project are regularly violating truck route ordinances in Irwindale or nearby jurisdictions. These feasible measures would mitigate the Project's significant air quality impacts and reduce the risk that trucks visiting the Project violate truck route ordinances. 7 cont'd

IV. WE UNDERSTAND THAT THE DEIR HAS BEEN REVISED TO ENSURE MITIGATION IS SUFFICIENTLY SPECIFIC AND ENFORCEABLE.

CEQA requires mitigation measures in an EIR to be enforceable.[56] The DEIR released on February 17, 2021, includes several mitigation measures that are so vague as to be unenforceable. We understand that the City is working to revise the DEIR's mitigation measures to resolve this concern. Examples of the DEIR's unenforceable language are below:

- Measure 3.1-1 requires preparation of a lighting plan "to minimize light spillage onto adjacent properties to the greatest extent feasible," but it does not describe any specific measures to accomplish this goal.[57] 8
- Measure 3.2-1 states that "warehouse shall be constructed with the appropriate infrastructure to facilitate sufficient electric charging for trucks," but it does not define what or how much infrastructure is "appropriate" or "sufficient."[58]
- Measure 3.2-2 refers generally to "providing the necessary infrastructure (e.g. electrical hookups) to support zero and near-zero equipment and tools" and "the necessary infrastructure to support zero and near-zero emission technology vehicles and equipment that will be operating on-site," but does not specify the type of zero- or near-zero-emission equipment, tools, or vehicles that will operate on-site, what sort of infrastructure

[53] *Id.*
[54] *Id.*
[55] *Id.* at 8.
[56] Pub. Res. Code § 21081.6(b); CEQA Guidelines, § 15126.4(a)(2).
[57] DEIR at ES-5.
[58] *Id.*

will be provided to support them, or how much is "necessary."[59]

- Measure 3.4-1 requires the Project to "[m]aximize use of solar energy, including solar panels" and "[i]nstall the maximum possible number of solar energy arrays on the building roof and/or on the Project site." However, it does not define "maximum possible" nor does it set a floor on the wattage the Project's solar panels must generate. Similarly, the same measure requires the Project to "[m]aximize the planting of trees in landscaping and parking lots," but again sets no standards by which to judge whether tree planting has been maximized.[60]

8 cont'd

Without more specific or concrete requirements, it is not clear how the City and its residents could enforce these measures. As noted above, we understand that the City is working to resolve this concern in the final EIR it is preparing. We appreciate the City's and De Novo Planning Group's efforts to improve the DEIR and look forward to confirming these revisions in the final EIR.

V. CONCLUSION

CEQA promotes public health and thoughtful governance by requiring mitigation of a project's significant environmental impacts and consideration of alternatives before project approval. The need for mitigation in this Project is particularly acute given the severity of the land use conflict this Project would create. While we appreciate the City's and De Novo Planning Group's efforts to improve the DEIR, the Project still fails to incorporate critical, feasible mitigation measures. The City should consider re-designing the Project—and/or consider the DEIR's multi-building alternative—to direct the Project's environmental impacts away from adjacent sensitive receptors. The City should also implement clear and specific mitigation to limit the unauthorized travel of trucks from this Project on residential streets off designated truck routes. Please do not hesitate to contact me if you have any questions or would like to discuss.

9

Sincerely,

ROBERT SWANSON
Deputy Attorney General

For ROB BONTA
Attorney General

[59] *Id.* at ES-7.
[60] *Id.* at ES-9.

Figure A: Projected Noise Contours for Project (DEIR at 3.7-25 Fig. 3-7.3)

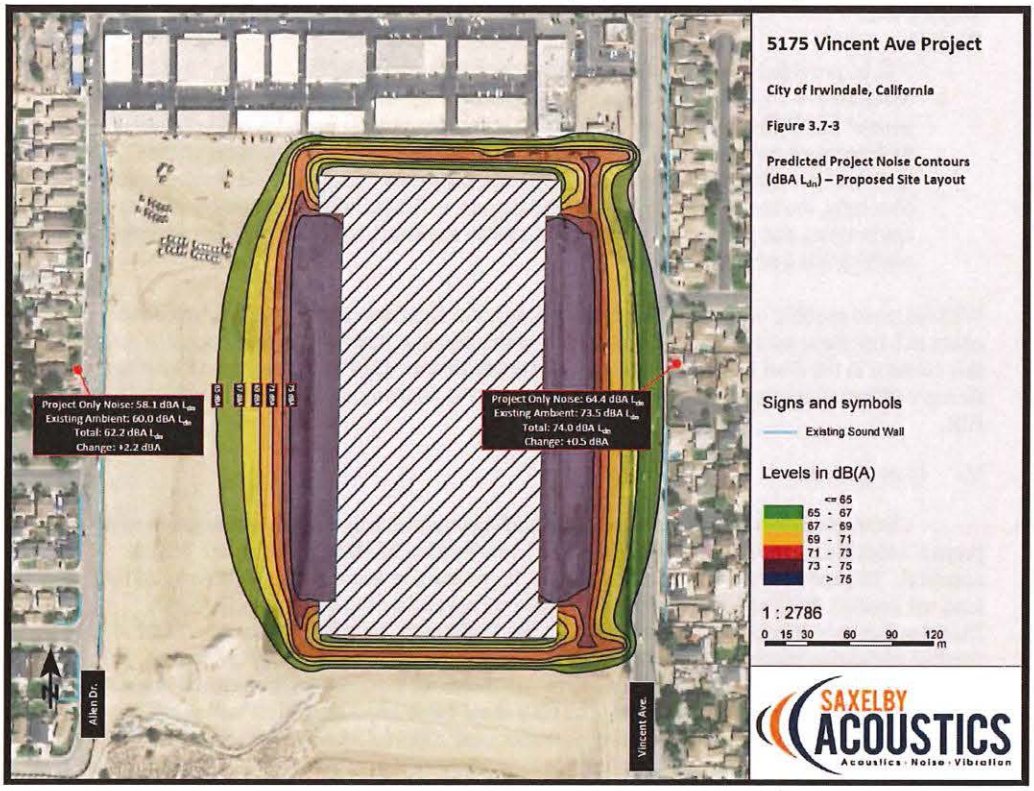
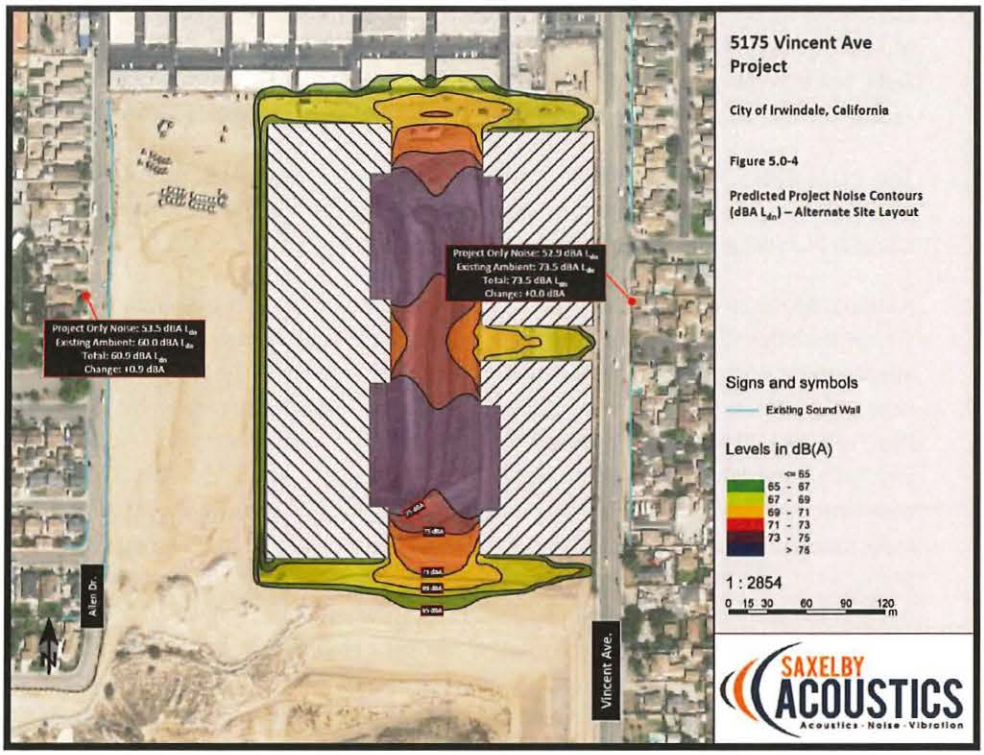


Figure B: Projected Noise Contours for Multi-Building Alternative (DEIR at 5.0-33 Fig. 5.0-4)



Response to State of California Department of Justice Comment Letter

Response 1: The commenter correctly summarizes the proposed Project and summarizes some of the comments made in the body of the letter related to air quality, mitigation measures, and the Multiple Building Alternative. The commenter indicates that there have been improvements to the DEIR, but that the project still lacks mitigation. No specific mitigation is identified in this comment, rather it serves as an introduction to the comment letter. No further response is necessary.

Response 2: The commenter correctly summarizes the proposed Project and the number of truck and automobile trips resulting from the Project. The commenter summarizes the existing and proposed General Plan designation and zoning designation for the site.

It should be noted that one important fact was not articulated in this summary as it related to the City of Irwindale General Plan land uses and zoning discrepancies. The General Plan specifically addresses development of the Manning Pit, a portion of which is the Project site. The General Plan notes that the City owned the northern portion of the pit, which contains two parcels: 8417-034-015 and 8417-034-016. The western parcel on the former Manning Pit (8417-034-912) is approximately 10 acres and is designated Residential, which is not part of the Project development. The eastern parcels comprise the Project site, and contains 19.12 acres of Industrial/Business Park and 6.93 acres of Residential. The entire 26.05 acres is zoned M-2 "Heavy Manufacturing." The inconsistency between the General Plan land use designation and the zoning designation is a mapping error of 6.93 acres of Residential land use that doesn't align with the parcel boundary or the zoning map made by the cartographer when creating the original Land Use and Zoning maps. The mapping error is being corrected through a General Plan Amendment. It is noted that City Staff and their consultants communicated this fact to the Attorney General's Office staff during various discussions. It is noted that, these mapping errors are not uncommon in the world of land use planning, and is attributed to human error. The designations should align with the parcel lines, and the mapping correction is being made through a General Plan Amendment for full transparency. The mapping correction is consistent with the land use on the balance of the parcel and is consistent with the City's intent in 2008 when the site was approved for reclamation. In addition to the General Plan Amendment, a Site Plan and Design Review application and Lot Line Adjustment are under concurrent review. The development proposal includes development of the two (2) parcels as a single use industrial Project. The lot line adjustment would release the southern parcel to create a single parcel. The parcel to the west of the subject property would remain designated Residential and is not proposed for development at this time.

Response 3: The commenter states that the Project site's census tract ranks worse than 85 percent of the state overall on the CalEnviroScreen 4.0 screening tool. The commenter also states that Irwindale residents, including some directly west of the Project site, live alongside extensive industry. The residents of neighboring Vincent likewise bear a higher pollution burden than 82 percent of the rest of the state, according to CalEnviroScreen.

This comment is noted. The Draft EIR has evaluated each of the Project's environmental impacts against the relevant thresholds (such as via an air toxic health risk assessment to determine the total cancer and non-cancer air toxic health risks and the nearby sensitive receptors) and checked consistency with the applicable plans (such as the General Plan, as applicable). Moreover, the Draft EIR has incorporated mitigation measures where applicable and feasible, made appropriate significance determinations, and evaluated cumulative impacts and Project alternatives.

CEQA requires a lead agency to consider whether a project's effects, while they might appear limited on their own, are "cumulatively considerable" and therefore significant. As provided in Chapter 4.0: Other CEQA of the Draft EIR, cumulative impacts are considered and analyzed in full. For example, as provided in Chapter 4.0: Other CEQA of the Draft EIR, the proposed Project was identified as having a cumulatively considerable and significant and unavoidable cumulative air quality impact.

Further, under CEQA, a local government is charged with the important task of "determining whether and how a project should be approved," and must exercise its own best judgment to "balance a variety of public objectives, including economic, environmental, and social factors and in particular the goal of providing a decent home and satisfying living environment for every Californian." (CEQA Guidelines, § 15021, subd. (d).) A local agency has discretion to approve a project even where, after application of all feasible mitigation, the project will have unavoidable adverse environmental impacts. (Id. at § 15093.) When the agency does so, however, it must be clear and transparent about the decision.

To satisfy CEQA's public information and informed decision making purposes, in making a statement of overriding considerations, the agency should clearly state not only the "specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits" that, in its view, warrant approval of the project, but also the project's "unavoidable adverse environmental effects[.]" (Id. at subd. (a).) If, for example, the benefits of the project will be enjoyed widely, but the environmental burdens of a project will be felt particularly by the neighboring communities, this should be set out plainly in the statement of overriding considerations. Therefore, the Statement of Overriding Considerations prepared for the proposed Project will incorporate language that plainly identifies that some of the environmental burdens of the project will be felt particularly by the neighboring communities.

Overall, CEQA's purpose is neither "fair treatment" nor "environmental justice" in the sense of socioeconomic conditions. Rather, CEQA centers on whether a project may have a significant effect on the physical environment. The Draft EIR has been developed consistent with the requirements of CEQA. Nevertheless, the Draft EIR does include analysis of issues that are related to environmental justice, where applicable (such as through the development of an air toxic health risk assessment to determine the total cancer and non-cancer air toxic health risks and the nearby sensitive receptors, and under cumulative impacts).

Response 4: The commenter summarizes the CEQA requirements for alternatives to a project, and summarizes the Multiple Building Alternative description. The commenter also summarizes the reduced air quality and noise impacts under the Multiple Building Alternative, discusses the Multiple Building Alternative's ability to meet each Project objective, and states that this alternative would meet the objectives. Further, the commenter states that the Draft EIR should explain which Project objectives the multi-building alternative would not meet (if any), and why. The commenter concludes by states that, "Ultimately, if the City decides to approve a warehouse at this location, it should consider the multi-building alternative or another design that locates dock doors away from sensitive receptors. In that event, the City should ensure that the alternative site design includes other mitigation measures mentioned in the following section."

This comment is noted and has been forwarded to the decisionmakers for consideration. In the Final EIR, we have included an Errata that is an update to Chapter 5.0: Alternatives. This discussion includes an amplified discussion on each Project alternatives' ability to achieve each Project

objective. Below is the additional text added to amplify the Project Alternatives discussion. See the revisions within Final EIR Chapter 3.0: Revisions for further detail.

5.4 Comparative Evaluation of the Alternatives' Ability to Satisfy Project Objectives

This section examines how each of the alternatives selected for more detailed analysis meets the Project objectives.

1. *Quantified Development: Development of land use densities and intensities at quantities that maximize the use of the land as a single development to meet the demands of the market while considering zoning and land uses restrictions. The quantifiable objectives include the development of approximately to 26.05 acres with a 545,735 square-foot industrial warehouse that provides employment-generating development.*

The No Project (No Build) Alternative would not satisfy this Project objective because under this alternative, the Project site would remain in its current existing condition and would not develop the land as a single development to meet the demands of the market while also considering the zoning and land use restrictions. The Multiple Building Alternative would meet this objective because this alternative would develop the land to meet the demands of the market; it is noted, however, that this alternative would develop 544,483 sf of industrial warehouse uses (a reduction of 1,252 sf compared to the Project). The Maximum FAR Alternative would also meet this objective, but this alternative would develop 1,134,738 sf of industrial warehouse uses (an increase of 589,003 sf compared to the Project).

2. *Economic Contribution: Strengthen the City's economic base through Project's job creation; development related investment; disposable income from future employees; and increased property, sales, and transient occupancy taxes.*

The No Project (No Build) Alternative would not satisfy this Project objective because under this alternative, the Project site would remain in its current existing condition and would not create jobs or increased taxes. Both the Multiple Building Alternative and the Maximum FAR Alternative would strengthen the City's economic base through job creation, development related investment, disposable income from future employees, and increased property, sales, and transient occupancy taxes. As such, both the Multiple Building Alternative and the Maximum FAR Alternative would meet this objective.

3. *Employment Opportunities: Provide for local and regional employment opportunities that take advantage of the areas high level of accessibility, allow for the expansion of the City's economic base, help create a jobs/housing balance, and reduce the commute for local residents.*

The No Project (No Build) Alternative would not satisfy this Project objective because under this alternative, the Project site would remain in its current existing condition and would not provide for local and regional employment opportunities that take advantage of the areas high level of accessibility, allow for the expansion of the City's economic base, help create a jobs/housing balance, and reduce the commute for local residents. Both the Multiple Building Alternative and the Maximum FAR Alternative would provide for local and regional employment opportunities that take advantage of the areas high level of accessibility, allow for the expansion of the City's economic base, help create a jobs/housing balance, and reduce the commute for local residents. As such, both the Multiple Building Alternative and the Maximum FAR Alternative would meet this objective.

4. *Public Facilities and Services: Provide infrastructure and services that meet City standards, integrate with existing and planned facilities and connections and do not diminish services to existing residents of the City.*

The No Project (No Build) Alternative would not satisfy this objective because under this alternative, infrastructure and services would not be provided. Both the Multiple Building Alternative and the Maximum FAR Alternative would provide infrastructure and services that meet City standards, integrate with existing and planned facilities and connections and do not diminish services to existing residents of the City. As such, both the Multiple Building Alternative and the Maximum FAR Alternative would meet this objective.

5. *Marketable High Cube Warehouse: Provide for the construction of a high-cube warehouse facility that could attract a variety of end users, including transload facility, short-term storage facility, light industrial, and/or manufacturing uses. The facility should be designed with efficient transportation access and circulation within the site, accessible loading bays on two sides of the building, and a high level of on-site automation and logistics management to enable highly-efficient processing of goods through the high-cube warehouse.*

The No Project (No Build) Alternative would not satisfy this objective because under this alternative, a high-cube warehouse facility that could attract a variety of end uses would not be provided. Both the Multiple Building Alternative and the Maximum FAR Alternative would construct a high-cube warehouse that could attract a variety of end users. However, the Multiple Building Alternative may not be as marketable as the proposed Project because, by splitting up the warehouse into three buildings, and limiting loading bays to one side of the building, the types of end users may be limited. For example, an end user which requires loading bays on both sides of the buildings due to the logistical efficiencies that are created with this design may be uninterested in these buildings. Additionally, end users that require ample storage space for inventory and large products may prefer one large building to three small or medium buildings. Overall, there are logistical inefficiencies that are created in warehouse operations through this Alternative, which is anticipated to translate into reduced interest from operators that are in need of warehouse facilities in the market. As such, the Multiple Building Alternative would partially meet this objective, but to a lesser extent than the proposed Project because of the operational and logistical inefficiencies that are created through this design. The Maximum FAR Alternative would meet this objective.

6. *End User Restrictions: Restrict the use of the warehouse building such that no business would be able to operate a fulfillment center, parcel hub, or cold storage facility. The intent of this restriction is to minimize the potential air quality impacts from such end users.*

The No Project (No Build) Alternative would not provide a warehouse building; as such, this alternative would not meet this objective. Both the Multiple Building Alternative and the Maximum FAR Alternative would restrict the end use of the warehouse building(s); as such, both would meet this objective.

7. *Buffer Surrounding Uses: Provide a landscaped buffer with sound attenuation along Vincent Avenue to buffer neighboring uses.*

The No Project (No Build) would not provide a landscaped buffer. Both the Multiple Building Alternative and the Maximum FAR Alternative would partially meet this objective, but to a lesser extent than the proposed Project because the buffer along Vincent Avenue would be decreased when compared to the proposed Project.

8. *Redevelopment of the Manning Pit: With the completed remediation and closure of the Manning Pit, provide for redevelopment of the site in accordance with the General Plan, such that the site can be utilized in a manner that provides jobs and provides a tax base for the community.*

The No Project (No Build) Alternative would not achieve this objective because this alternative would not redevelop the Manning Pit in accordance with the General Plan. The Multiple Building Alternative and the Maximum FAR Alternative would meet this objective because both alternatives would redevelop the site in accordance with the General Plan, such that the site can be utilized in a manner that provides jobs and provides a tax base for the community.

It was determined that there are no feasible alternatives to the proposed Project (as identified in Section 5:0: Alternatives of the Draft EIR) that would meet all Project objectives, even after considering alternative project designs (note: alternative locations within the City of Irwindale are not available). Furthermore, there are no additional feasible mitigation that have been presented through the public forum, or developed by the City staff, that could be applied to those impacts, beyond those presented in the Mitigation Monitoring and Reporting Program, that were determined to be "significant and unavoidable". In addition, as part of the enforcement process, "[i]n order to ensure that the mitigation measures and project revisions identified in the EIR...are implemented," the local agency must also adopt a program for mitigation monitoring or reporting. (CEQA Guidelines, § 15097, subd. (a).) A Mitigation Monitoring and Reporting Program has been prepared for the Project, as is included in Chapter 4 of this Final EIR.

Response 5: The commenter states that an EIR must describe all feasible mitigation measures that minimize the significant environmental impacts of a project, and that where several measures are available to mitigate an impact, each should be discussed and the basis for selecting a particular measure should be identified. The commentor also states that the lead agency is expected to develop mitigation measures in an open process and consider measures proposed by other interested agencies and the public. Shortly after the DEIR was released, The Attorney's General's Office

published a document entitled "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act", which the commentor provided to the City as part of their engagement prior to submitting this comment letter. The commentor concludes by stating that the DEIR fails to incorporate feasible mitigation to reduce sensitive receptors' exposure to the Project's emissions.

It should be noted here, that the chronology of the Draft EIR publication, and the Attorney's General Office publishing a Warehouse Best Management Document did not coincide. The City published the Draft EIR before the Attorney's General Office published their Warehouse Best Management Document. Therefore, it was not possible to consider the contents of the Attorney's General Office document in the Draft EIR. The Draft EIR was published using the baseline conditions, and the rules and regulations in place at that time which predated the Attorney's General Office publication. Nevertheless, the air quality-related mitigation measures have been updated within the FEIR, in response to comments related to air quality (See 3.0 Revisions for further detail), including those from the CARB, environmental groups, and others. This includes the recommendations provided by the Attorney's General Office. For example, based on recommendations provided by CARB, the Attorney's General Office, various environmental groups, and other organizations, the mitigation measures in Section 3.2: Air Quality have been updated to include additional and more stringent requirements, to incorporate the recommendations provided by commentors. For example, Mitigation Measure 3.2-1 has been updated in this FEIR as follows:

> ***Mitigation Measure 3.2-1:*** *Prior to the certificate of occupancy issuance, the Project applicant shall demonstrate to the satisfaction of the City of Irwindale Community Development Director and/or their designee that the following measures would be implemented during Project operations. These measures shall be enforced and maintained through Conditions of Approval; Covenants, Codes, and Restrictions (CC&Rs), or other means acceptable to the City of Irwindale Community Development Director and/or their designee.*
>
> - *The proposed warehouse shall be constructed with the appropriate infrastructure to facilitate sufficient electric charging for trucks to plug-in in anticipation of future technology, sufficient to allow for the possibility for all on-site trucks to operate with 100% electric powertrains.*
> - *At least five percent of all vehicle parking spaces shall include rough-in of electrical conduit for future EV charging stations. Electrical panels shall be appropriately sized to allow for future expanded use.*
> - *Truck refrigeration units (TRUs) shall be prohibited from operating within the Project site, via a condition requiring a restrictive covenant over the Project parcel that prohibits the applicant's use of TRUs on the property.*
> - *Legible, durable, weather-proof signs shall be placed at truck access gates, loading docks, and truck parking areas that identify applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum each sign shall include: 1) instructions for truck drivers to shut off engines when not in use; 2) instructions for drivers of diesel trucks to restrict idling to no more than five minutes; and 3) telephone numbers of the building facilities manager and CARB to report violations.*
> - *Limit all on-site vehicle idling to a maximum of five minutes per hour.*
> - *Maintain a buffer zone of at least 150 feet between truck loading zones/docks and the nearest sensitive receptors.*
> - *Require the installation of vegetative walls or other effective barriers that separate loading docks and people living or working nearby.*
> - *All service equipment (i.e., forklifts) used within the site shall be electric or compressed natural gas-powered (propane).*
> - *In order to promote alternative fuels, and help support "clean" truck fleets, the developer/successor-in-interest shall provide building occupants with information related to SCAQMD's Carl Moyer Program, or other such programs that promote truck retrofits or "clean" vehicles and information including, but not limited to, the health effect of diesel particulates, benefits of reduced idling time, CARB regulations, and importance of not parking in residential areas. Tenants shall be notified about the availability of: 1) alternatively fueled cargo handling equipment; 2) grant programs for diesel-fueled vehicle engine retrofit and/or replacement; 3) designated truck parking locations in the Project vicinity; 4) access to alternative fueling stations proximate to the site that supply compressed natural gas; and 5) the United States Environmental Protection Agency's SmartWay program.*

- *There shall be provisions for preferential on-site parking for carpoolers and vanpools, sufficient to provide an incentive for carpooling and vanpooling to and from the project site.*
- *Construct and designate an area within the Project site for employee pick-up to prevent traffic congestion.*
- *Submit a truck queuing analysis to the City of Irwindale Engineering Division to ensure that there are no trucks queuing outside of the facility and that truck traffic does not idle on public streets.*
- *Submit an employee training handbook to the City of Irwindale that includes the following:*
    - *Required facility operator management and employee training on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks;*
    - *Required facility operator management and employee training on keeping vehicle records in diesel technologies and compliance with CARB regulations;*
    - *Required facility operator management and employee to attend courses approved by the California Air Resources Board.*
- *Submit a transportation demand management program. The transportation demand management plan shall consider:*
    - *Transit and ridesharing programs that discourage single-occupancy vehicle trips.*
    - *Financial incentives for use of alternative modes of transportation, including carpooling, public transit, and biking.*

Furthermore, as another example, Mitigation Measure 3.2-2 has been updated with many additional requirements and improvements to make the existing requirements more stringent, compared to what was provided in the DEIR. Mitigation Measure 3.2-2, as provided in Section 3.0 Revisions, has been updated in the FEIR as follows:

***Mitigation Measure 3.2-2**: Prior to the grading permit issuance, the Project applicant shall demonstrate to the satisfaction of the City of Irwindale Community Development Department Director and/or their designee that the following measures would be implemented during Project construction activities. These measures shall be enforced and maintained by the construction contractor throughout construction activities.*

- *Ensure the cleanest possible construction practices and equipment are used. This includes eliminating the idling of diesel-powered equipment and providing the necessary infrastructure (e.g. electrical hookups) to support zero and near-zero equipment and tools, and otherwise requiring the use of construction equipment meeting at least the U.S. EPA's Tier IV compliance standards or better for construction equipment greater than 50 horsepower, and/or utilizing construction vehicles that use alternative fuels such as compressed natural gas (CNG), propane, electricity or biodiesel.*
- *Require off-road diesel-powered equipment used during Project construction to be equipped with Tier 4 or cleaner engines, except for specialized construction equipment in which Tier 4 engines are not available. In place of Tier 4 engines, off-road equipment can incorporate retrofits that achieve emission reductions that equal or exceed that of a Tier 4 engine.*
- *Require all off-road equipment with a power rating below 19 kilowatts (e.g., plate compactors, pressure washers) used during project construction be battery powered.*
- *Implement, and plan accordingly for, the necessary infrastructure to support zero and near-zero emission technology vehicles and equipment that will be operating on-site. Necessary infrastructure shall include the physical (e.g. needed footprint), energy, and fueling infrastructure for construction equipment, on-site vehicles and equipment, and medium-heavy and heavy-duty trucks.*
- *In construction contracts, include language that requires all construction equipment and fleets to be in compliance with all current air quality regulations.*
- *Keep on-site and furnish to the lead agency or other regulators upon request, all equipment maintenance records and other data sheets, including design specifications and emission control tier classifications.*
- *Require that all heavy-duty trucks entering the construction site, during the grading and building construction phases, to be model year 2014 or later. All heavy-duty haul trucks should also meet CARB's lowest optional low-NOx standard starting in the year 2022.*
- *Apply water every 3 hours to disturbed areas within a construction site.*
- *Require minimum soil moisture of 12% for earthmoving by use of a moveable sprinkler system or a water truck. Moisture content can be verified by lab sample or moisture probe.*
- *Limit on-site vehicle speeds (on unpaved roads) to 15 mph.*
- *Replace ground cover in disturbed areas as quickly as possible.*
- *All trucks hauling dirt, sand, soil, or other loose materials are to be tarped with a fabric cover and maintain a freeboard height of 12 inches.*
- *Apply chemical dust suppressant annually to unpaved parking areas.*

- *Cover inactive storage piles.*
- *Sweep streets if visible soil material is carried out from the construction site;*
- *Provide information on transit and ridesharing programs and services to construction employees.*
- *Post a publicly visible sign written in English and Spanish, which specifies the telephone number and person to contact regarding dust complaints. This person shall respond to complaints and take corrective action within 48 hours. The sign shall be in accordance with SCAQMD and/or City requirements, as applicable.*

Moreover, Mitigation Measure 3.4-1 (see Section 3.4: Greenhouse Gases, Climate Change, and Energy) has been overhauled to additional requirements as recommended by various commentors. The updated Mitigation Measure 3.4-1, which is also provided in Section 3.0 Revisions of this FEIR, has been updated as follows:

> ***Mitigation Measure 3.4-1:*** *Prior to the Certificate of Occupancy issuance, the Project Applicant shall demonstrate to the satisfaction of the City of Irwindale Community Development Director and/or their designee that the following measures would be implemented during Project operations. These measures shall be enforced and maintained through Conditions of Approval; Covenants, Codes, and Restrictions (CC&Rs), or other means acceptable to the City of Irwindale Community Development Director and/or their designee.*
>
> - *Install the maximum feasible number of solar energy arrays on the building roof and/or on the Project site to generate on-site solar energy for the facility.*
> - *Utilize solar energy, on-site and/or off-site, sufficient to provide energy for the entire building's energy consumption on a net annual basis. Purchase off-site energy credits (in part of whole) is allowed, in order to achieve this measure.*
> - *Plant mature trees and shrubs in landscaping and parking lots, to reduce Project heat impacts.*
> - *Employ the use of solar-reflective cool pavement, which may include conventional concrete, in the circulation areas surrounding the truck docks within the Project site to reduce heat impacts.*
> - *Employ the use of light-colored roofing materials for the Project building.*
> - *Utilize only Energy Star heating, cooling, and lighting devices and appliances.*
> - *Employ the use of electric or alternatively-fueled sweeper with high-efficiency particulate air (HEPA) filters.*

Overall, each of the mitigation measure recommendations provided by the commentors (including those from the Attorney General's Office published document entitled "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act") were incorporated into the relevant existing mitigation measures from the DEIR, within this FEIR. The Project applicant is required to incorporate these additional requirements. Only those recommendations that were not deemed feasible by the Project applicant, such as requirement that all trucks traveling on-site to be all-electric, were not included within the updated mitigation measures within this FEIR. The selection of mitigation measures has been conducted in an open process, and those measures recommended by the public and other interested agencies have been incorporated, for all feasible mitigation. It is also noted that design modifications that are in alignment with the design recommendations in the Attorney General's Office Document are provided in the Draft EIR in the form of Alternatives (Alternative Designs) for consideration by the lead agency decisionmakers. Therefore, with the updated mitigation measures provided in this FEIR, and the Alternatives that are already provided in the Draft EIR, no further response is required.

Response 6: The commenter states:

> **"A. The Project's Site Design Exacerbates its Environmental Impacts on Nearby Residents.**
>
> Most fundamentally, the Project's site design maximizes nearby sensitive receptors' exposure to the Project's environmental impacts. As the Warehouse Best Practices document explains,

> The most important consideration when planning a logistics facility is its location. Warehouses located in residential neighborhoods or near other sensitive receptors expose community residents and those using or visiting sensitive receptor sites to the air pollution, noise, traffic, and other environmental impacts they generate. Therefore, placing facilities away from sensitive receptors significantly reduces their environmental and quality of life harms on local communities.

This Project is located adjacent to residences to the east and nearby residences, City Hall, a library, and a park to the west. We also understand that the City intends to designate the currently-vacant strip of land between the Project and the sensitive receptors to the west for further residential development in its pending Housing Element update. The Project would therefore cause a severe land use conflict between the proposed industrial warehouse and adjacent sensitive receptors.

In these cases, the Warehouse Best Practices document recommends several feasible measures to mitigate the land use conflict. First, projects should "[l]ocat[e] warehouse dock doors and other onsite areas with significant truck traffic and noise away from sensitive receptors." Second, projects should "[p]rovid[e] adequate areas for on-site parking, on-site queuing, and truck check-in that prevent trucks and other vehicles from parking or idling on public streets." Third, projects should "[p]lac[e] facility entry and exit points from the public street away from sensitive receptors." Fourth, projects should "[c]reat[e] physical, structural, and/or vegetative buffers that adequately prevent or substantially reduce pollutant dispersal between warehouses and any areas where sensitive receptors are likely to be present." Individually and collectively, these measures would reduce the Project's land use conflict with sensitive receptors by directing the Project's environmental impacts away from homes and other uses that are most sensitive to the air emissions, noise, and other impacts caused by trucking and loading activities. These measures are also common for warehouse projects in the Los Angeles and Inland Empire regions.

The Project fails to incorporate these best practices. The Project's dock doors and internal roads are located on the west and east sides, the same sides where sensitive receptors are located. The Project also provides minimal space for trucks to queue and check in, particularly on the Project's east side, where the Vincent Avenue entry points are situated close to the dock doors. When multiple trucks arrive at the same time, trucks may queue and idle on Vincent Avenue, in front of homes. Even if trucks do not queue on Vincent Avenue, Vincent Avenue is the only entry or exit point from the Project, ensuring that all 580 daily truck trips—or nearly one truck every other minute, 24 hours a day—pass by these homes. Finally, while the Project does include physical and vegetative buffers, they are relatively small given the Project's proximity to sensitive receptors.

The Project should be revised to incorporate the basic, feasible design measures discussed above, which would reduce the Project's significant air quality impacts."

This comment is noted. The mitigation measures incorporated into the FEIR greatly reduce the magnitude of the Project's environmental impacts, including the updates made to the mitigation measure requirements within the FEIR, based on comments made by the public and interested agencies. Additionally, Alternatives were provided in the Draft EIR in an attempt to identify feasible

Alternatives that would mitigate impacts to the extent feasible. The City's determination remains that there are no additional feasible mitigation measures that have been identified during the public process that could be applied to the Project to reduce all impacts to below a "significant and unavoidable" level. Moreover, there are no feasible alternatives to the proposed Project (as identified in Section 5:0: Alternatives of the Draft EIR) that would fully meet all Project objectives, even after considering alternative project designs.

Ultimately, although the Project site design may exacerbate environmental impacts on nearby residents and other sensitive receptors, these impacts have been appropriately analyzed within the DEIR and FEIR, and appropriately disclosed through the public process. The Project site design is not required to be modified further, beyond incorporating all feasible mitigation (as provided in the Mitigation Monitoring and Reporting Program). Rather, a modified site design was provided in the Draft EIR as an "Alternative" for consideration by the lead agency. The City of Irwindale is the lead agency, serving as the local land use authority with local police power in deciding how and where to develop land uses within their jurisdiction. At the time of writing this response, no decision by the lead agency has been made. No further response is warranted.

Response 7: The commenter states that the Draft EIR fails to mitigate impacts from truck travel, and summarizes the amount of truck trips and air pollution concerns. The commenter continues to summarize a portion of the Draft EIR relating to truck trip distribution, and concludes by stating that, "without additional mitigation, the Project presents significant risk that a large volume of trucks will travel off truck routes and through residential areas." The commenter lists four measures from the Warehouse Best Practices document to mitigate impacts. The commenter concludes by stating that, "the City should consider routing all traffic west on Arrow Highway or north on Irwindale Avenue, routes through industrial areas from which trucks can access major highways. The City should also post signs at Project exit points detailing the truck routes to highways and directing trucks to those routes. If trucks cannot be diverted away from residential areas entirely, the City should require the project applicant to provide signage along those routes clearly marking the truck routes and prohibiting parking and idling. In addition, as a Condition of Approval, the City should require end user contracts (e.g., a lease) to include a provision making the end user liable to the City for specified fines if the City determines trucks from the Project are regularly violating truck route ordinances in Irwindale or nearby jurisdictions. These feasible measures would mitigate the Project's significant air quality impacts and reduce the risk that trucks visiting the Project violate truck route ordinances."

A preliminary analysis of truck route usage and queuing was completed for the Project. Figure 3.8-4, which has been added to Chapter 3: Revisions, shows that the majority of the truck trips would occur on local or county truck routes; however, there are portions of Vincent Avenue, Vernon Avenue, and Gladstone Street that are not shown as designated truck routes. With respect to queueing, the intersection of Vincent Avenue/Arrow Highway, where Project truck trips would be most concentrated, is forecast to operate at level of service (LOS) C during the AM peak hour and LOS D during the PM peak hour. LOS D generally correlates to fair operation with no long-standing traffic queues. This level is typically associated with design practice for peak periods. All other study intersections are also mitigated to LOS D or better, with the exception of I-605 NB Ramps at Live Oak Avenue (#2) and Rivergrade Road at Live Oak Avenue (#4), where there is no adjacent residential.

It is noted that the Project applicant anticipates that truck drivers associated with the Project would be provided appropriate signage onsite to ensure wayfinding as trucks exist the Project site.

The City's improvement plan review would include a review of signage to comply with City standards. Nevertheless, it is possible that a driver inappropriately travels south on Vincent Avenue which is not a designated truck route. As such, Mitigation Measure 3.8-2 has been added to ensure that there is a clear Traffic Plan prepared by the operator of the business to illustrates the routes to be used for truck traffic generated by their business. Mitigation Measure 3.8-2 was provided in response to discussion that were had with the Attorney General's Office predating the formal letter that was submitted.

> ***Mitigation Measure 3.8-2:*** *Any operator of a business within the Project site shall provide the City with a Traffic Plan that illustrates the routes to be used for truck traffic generated by their business. The Traffic Plan shall include way finding signage to ensure that truck drivers can adequately find the appropriate truck routes that should be used. The Traffic Plan shall identify the location of each sign (on and off site), as well as the example sign to be installed. The Traffic Plan shall identify how the plan will be enforced, methods of residents to file a complaint for non-compliance. The Traffic Plan shall include a provision for the City to charge a penalty for non-compliance with the plan. The Traffic Plan shall clearly indicate that all truck traffic is required to make a left turn out of the Project site onto Vincent Avenue and head north toward Arrow Highway where there are appropriate truck routes. Operators of the warehouse shall be responsible for informing truck drivers of the Traffic Plan, which will identify the appropriate truck routes.*

Response 8: The commenter states:

> **"IV. WE UNDERSTAND THAT THE DEIR HAS BEEN REVISED TO ENSURE MITIGATION IS SUFFICIENTLY SPECIFIC AND ENFORCEABLE.**
>
> CEQA requires mitigation measures in an EIR to be enforceable. The DEIR released on February 17, 2021, includes several mitigation measures that are so vague as to be unenforceable. We understand that the City is working to revise the DEIR's mitigation measures to resolve this concern. Examples of the DEIR's unenforceable language are below:
>
> - Measure 3.1-1 requires preparation of a lighting plan "to minimize light spillage onto adjacent properties to the greatest extent feasible," but it does not describe any specific measures to accomplish this goal.
> - Measure 3.2-1 states that "warehouse shall be constructed with the appropriate infrastructure to facilitate sufficient electric charging for trucks," but it does not define what or how much infrastructure is "appropriate" or "sufficient."
> - Measure 3.2-2 refers generally to "providing the necessary infrastructure (e.g. electrical hookups) to support zero and near-zero equipment and tools" and "the necessary infrastructure to support zero and near-zero emission technology vehicles and equipment that will be operating on-site," but does not specify the type of zero- or near-zero-emission equipment, tools, or vehicles that will operate on-site, what sort of infrastructure will be provided to support them, or how much is "necessary."
> - Measure 3.4-1 requires the Project to "[m]aximize use of solar energy, including solar panels" and "[i]nstall the maximum possible number of solar energy arrays on the building roof and/or on the Project site." However, it does not define "maximum possible" nor does it set a floor on the wattage the Project's solar panels must generate. Similarly, the same measure requires the Project to "[m]aximize the planting of trees in landscaping and parking lots," but again sets no standards by which to judge whether tree planting has been maximized.

Without more specific or concrete requirements, it is not clear how the City and its residents could enforce these measures. As noted above, we understand that the City is working to resolve this concern in the final EIR it is preparing. We appreciate the City's and De Novo Planning Group's efforts to improve the DEIR and look forward to confirming these revisions in the final EIR."

This comment is noted. As the commentor states, the DEIR has been revised within this FEIR to ensure that mitigation is sufficiently specific and enforceable. More specifically, the mitigation measure identified by the commenter as lacking specificity and enforceability, have been updated in this FEIR to ensure that the mitigation measures are sufficiently specific and enforceable. Specific responses to each of the examples cited by this comment are provided below.

Firstly, Mitigation Measure 3.1-1 has been updated to state that the lighting plan shall include light location and details, and that the lighting plan must be designed for normal levels during operational hours and reduced intensity levels throughout late, non-operational hours (for security purposes), and shall not shine directly in the eyes of pedestrians and shall be shielded to prevent spillover into adjacent residential properties, consistent with the Commercial and Industrial Design Guidelines. The updated mitigation measure is presented below.

> ***Mitigation Measure 3.1-1**: A lighting plan for the Project shall be prepared prior to the approval of the Site Plan. The lighting plan shall include light location and details and shall demonstrate that the lighting systems and other exterior lighting throughout the Project site has been designed to minimize light spillage onto adjacent properties to the greatest extent feasible, consistent with the Site Plan and Design Review requirements established in Chapter 17.70 of the City's Municipal Code and the City of Irwindale Commercial and Industrial Design Guidelines (2009). The lighting plan shall be designed for normal levels during operational hours and reduced intensity levels throughout late, non-operational hours (for security purposes), and shall not shine directly in the eyes of pedestrians and shall be shielded to prevent spillover into adjacent residential properties, consistent with the Commercial and Industrial Design Guidelines.*

Secondly, Mitigation Measure 3.2-1 has been updated to state that the Project's truck electric charging infrastructure must be sufficient to serve the possibility that on-site trucks would operate with 100% electric powertrains. It is noted that the world does not yet have electric transport semi-trucks available, and we cannot speculate when, or if, such trucks would become available.

> ***Mitigation Measure 3.2-1:** Prior to the Certificate of Occupancy issuance, the Project applicant shall demonstrate to the satisfaction of the City of Irwindale Community Development Director and/or their designee that the following measures would be implemented during Project operations. These measures shall be enforced and maintained through Conditions of Approval; Covenants, Codes, and Restrictions (CC&Rs), or other means acceptable to the City of Irwindale Community Development Director and/or their designee.*
>
> - *The proposed warehouse shall be constructed with the appropriate infrastructure to facilitate sufficient electric charging for trucks to plug-in in anticipation of future technology, sufficient to allow for the possibility for all on-site trucks to operate with 100% electric powertrains.*
> - *At least five percent of all vehicle parking spaces shall include rough-in of electrical conduit for future EV charging stations. Electrical panels shall be appropriately sized to allow for future expanded use.*
> - *Truck refrigeration units (TRUs) shall be prohibited from operating within the Project site, via a Condition requiring a restrictive covenant over the Project parcel that prohibits the applicant's use of TRUs on the property.*
> - *Legible, durable, weather-proof signs shall be placed at truck access gates, loading docks, and truck parking areas that identify applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum each sign shall include: 1) instructions for truck drivers to shut off engines when not in use; 2) instructions for drivers of diesel trucks to restrict idling to no more than five minutes; and 3) telephone numbers of the building facilities manager and CARB to report violations.*
> - *Limit all on-site vehicle idling to a maximum of five minutes per hour.*
> - *Maintain a buffer zone of at least 150 feet between truck loading zones/docks and the nearest sensitive receptors.*

- *Require the installation of vegetative walls or other effective barriers that separate loading docks and people living or working nearby.*
- *All service equipment (i.e., forklifts) used within the site shall be electric or compressed natural gas-powered (propane).*
- *In order to promote alternative fuels, and help support "clean" truck fleets, the developer/successor-in-interest shall provide building occupants with information related to SCAQMD's Carl Moyer Program, or other such programs that promote truck retrofits or "clean" vehicles and information including, but not limited to, the health effect of diesel particulates, benefits of reduced idling time, CARB regulations, and importance of not parking in residential areas. Tenants shall be notified about the availability of: 1) alternatively fueled cargo handling equipment; 2) grant programs for diesel-fueled vehicle engine retrofit and/or replacement; 3) designated truck parking locations in the Project vicinity; 4) access to alternative fueling stations proximate to the site that supply compressed natural gas; and 5) the United States Environmental Protection Agency's SmartWay program.*
- *There shall be provisions for preferential on-site parking for carpoolers and vanpools, sufficient to provide an incentive for carpooling and vanpooling to and from the project site.*
- *Construct and designate an area within the Project site for employee pick-up to prevent traffic congestion.*
- *Submit a truck queuing analysis to the City of Irwindale Engineering Division to ensure that there are no trucks queuing outside of the facility and that truck traffic does not idle on public streets.*
- *Submit an employee training handbook to the City of Irwindale that includes the following:*
    - *Required facility operator management and employee training on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks;*
    - *Required facility operator management and employee training on keeping vehicle records in diesel technologies and compliance with CARB regulations;*
    - *Required facility operator management and employee to attend courses approved by the California Air Resources Board.*
- *Submit a transportation demand management program. The transportation demand management plan shall consider:*
    - *Transit and ridesharing programs that discourage single-occupancy vehicle trips.*
    - *Financial incentives for use of alternative modes of transportation, including carpooling, public transit, and biking.*

Thirdly, Mitigation Measure 3.2-2 has been strengthened to augment the requirement that the Project must contain necessary infrastructure (e.g. electrical hookups) to support zero and near-zero equipment and tools with an additional requirement to ensure that construction equipment meets at least the least the U.S. EPA's Tier IV compliance standards or better for construction equipment greater than 50 horsepower, and/or that construction vehicles that use alternative fuels such as compressed natural gas (CNG), propane, electricity or biodiesel. Moreover, among other improvements, Mitigation Measure 3.2-2 has been updated further to require that off-road diesel-powered equipment used during Project construction must be equipped with Tier 4 or cleaner engines, except for specialized construction equipment in which Tier 4 engines are not available. I addition, the mitigation measure now includes requirements that all off-road equipment with a power rating below 19 kilowatts (e.g., plate compactors, pressure washers) used during project construction are battery powered.

> ***Mitigation Measure 3.2-2**: Prior to the grading permit issuance, the Project applicant shall demonstrate to the satisfaction of the City of Irwindale Community Development Department Director and/or their designee that the following measures would be implemented during Project construction activities. These measures shall be enforced and maintained by the construction contractor throughout construction activities.*
>
> - *Ensure the cleanest possible construction practices and equipment are used. This includes eliminating the idling of diesel-powered equipment and providing the necessary infrastructure (e.g. electrical hookups) to support zero and near-zero equipment and tools, and otherwise requiring the use of construction equipment meeting at least the U.S. EPA's Tier IV compliance standards or better for construction equipment greater than 50 horsepower, and/or utilizing construction vehicles that use alternative fuels such as compressed natural gas (CNG), propane, electricity or biodiesel.*
> - *Require off-road diesel-powered equipment used during Project construction to be equipped with Tier 4 or cleaner engines, except for specialized construction equipment in which Tier 4 engines are not available. In place*

of Tier 4 engines, off-road equipment can incorporate retrofits that achieve emission reductions that equal or exceed that of a Tier 4 engine.

- *Require all off-road equipment with a power rating below 19 kilowatts (e.g., plate compactors, pressure washers) used during project construction be battery powered.*
- *Implement, and plan accordingly for, the necessary infrastructure to support zero and near-zero emission technology vehicles and equipment that will be operating on-site. Necessary infrastructure shall include the physical (e.g. needed footprint), energy, and fueling infrastructure for construction equipment, on-site vehicles and equipment, and medium-heavy and heavy-duty trucks.*
- *In construction contracts, include language that requires all construction equipment and fleets to be in compliance with all current air quality regulations.*
- *Keep on-site and furnish to the lead agency or other regulators upon request, all equipment maintenance records and other data sheets, including design specifications and emission control tier classifications.*
- *Require that all heavy-duty trucks entering the construction site, during the grading and building construction phases, to be model year 2014 or later. All heavy-duty haul trucks should also meet CARB's lowest optional low-NOx standard starting in the year 2022.*
- *Apply water every 3 hours to disturbed areas within a construction site.*
- *Require minimum soil moisture of 12% for earthmoving by use of a moveable sprinkler system or a water truck. Moisture content can be verified by lab sample or moisture probe.*
- *Limit on-site vehicle speeds (on unpaved roads) to 15 mph.*
- *Replace ground cover in disturbed areas as quickly as possible.*
- *All trucks hauling dirt, sand, soil, or other loose materials are to be tarped with a fabric cover and maintain a freeboard height of 12 inches.*
- *Apply chemical dust suppressant annually to unpaved parking areas.*
- *Cover inactive storage piles.*
- *Sweep streets if visible soil material is carried out from the construction site;*
- *Provide information on transit and ridesharing programs and services to construction employees.*
- *Post a publicly visible sign written in English and Spanish, which specifies the telephone number and person to contact regarding dust complaints. This person shall respond to complaints and take corrective action within 48 hours. The sign shall be in accordance with SCAQMD and/or City requirements, as applicable.*

Lastly, Mitigation Measure 3.4-1 has been updated to require that Project to utilize solar energy, on-site and/or off-site, sufficient to provide energy for the entire building's energy consumption on a net annual basis. Purchase off-site energy credits (in part of whole) is allowed, in order to achieve this measure. Additionally, Mitigation Measure 3.4-1 has been updated to include additional requirements to use solar-reflective cool pavement in the circulation areas surrounding the truck docks within the Project site, as well as to employ the use of light-colored roofing materials for the Project building. The requirement for tree planting in landscaping and parking lots has also been clarified.

Mitigation Measure 3.4-1: *Prior to the Certificate of Occupancy issuance, the Project Applicant shall demonstrate to the satisfaction of the City of Irwindale Community Development Director and/or their designee that the following measures would be implemented during Project operations. These measures shall be enforced and maintained through Conditions of Approval; Covenants, Codes, and Restrictions (CC&Rs), or other means acceptable to the City of Irwindale Community Development Director and/or their designee.*

- *Install the maximum feasible number of solar energy arrays on the building roof and/or on the Project site to generate on-site solar energy for the facility.*
- *Utilize solar energy, on-site and/or off-site, sufficient to provide energy for the entire building's energy consumption on a net annual basis. Purchase off-site energy credits (in part of whole) is allowed, in order to achieve this measure.*
- *Plant mature trees and shrubs in landscaping and parking lots, to reduce Project heat impacts.*
- *Employ the use of solar-reflective cool pavement, which may include conventional concrete, in the circulation areas surrounding the truck docks within the Project site to reduce heat impacts.*
- *Employ the use of light-colored roofing materials for the Project building.*
- *Utilize only Energy Star heating, cooling, and lighting devices and appliances.*
- *Employ the use of electric or alternatively-fueled sweeper with high-efficiency particulate air (HEPA) filters.*

Overall, the mitigation measures within the FEIR have been updated to ensure sufficient enforceability and specificity, based on comments provided by the public and agencies such as the California Department of Justice. Refer to Section 3.0 Revisions of this FEIR for further detail. No further response is warranted.

Response 9: The commenter states that, "CEQA promotes public health and thoughtful governance by requiring mitigation of a project's significant environmental impacts and consideration of alternatives before project approval. The need for mitigation in this Project is particularly acute given the severity of the land use conflict this Project would create. While we appreciate the City's and De Novo Planning Group's efforts to improve the DEIR, the Project still fails to incorporate critical, feasible mitigation measures. The City should consider re-designing the Project—and/or consider the DEIR's multi-building alternative—to direct the Project's environmental impacts away from adjacent sensitive receptors. The City should also implement clear and specific mitigation to limit the unauthorized travel of trucks from this Project on residential streets off designated truck routes. Please do not hesitate to contact me if you have any questions or would like to discuss."

This comment serves as a conclusion to the comment letter and has been forwarded to the decisionmakers for their consideration. No further response is necessary.

ATTACHMENT "O"

RECEIVED
JUN 14 2021
CITY OF IRWINDALE
OFFICE OF CITY MANAGER

6/9/2021

Honorable H. Manual Ortiz, Mayor
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Dear Honorable Mayor Ortiz:

I am writing in support of the Five Points development project, the proposed 5175 Vincent Avenue Industrial Development in the City of Irwindale. This project is coming forward to the City Council in the near future and I strongly urge you and the City Council to support this impressive project.

I congratulate you, your Council, and the developer for creating a partnership and an agreement that has transformed this property from a blighted, dusty, contaminated site to a clean, ready-to-build 25.4-acre industrial development with 10 acres backfilled and retained for future use by the City.

This project exemplifies a public-private approach to accomplish shared goals of economic development, job creation, increased property assessed values, beautification, and revenue generation for the City, community, and San Gabriel Valley. Our region needs projects like this to boost our post-COVID-19 economic recovery.

Sincerely,

Bill R. Manis

President/CEO

San Gabriel Valley Economic Partnership

cc:

Councilman Burrola
Councilman Breceda
Councilman Ambriz
Councilman Garcia
William Tam, City Manager

ATTACHMENT "P"

SHEPHERD'S PANTRY
hope and a helping hand

June 16, 2021

RECEIVED
JUN 21 2021
CITY OF IRWINDALE
OFFICE OF CITY MANAGER

Honorable H. Manual Ortiz
Mayor
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Dear Honorable Mayor Ortiz:

We are writing in support of Five Points development project, the 5175 Vincent Avenue Industrial Development in the City of Irwindale. This project is coming forward to the City Council in the near future and we strongly urge you and the City Council to approve it.

As a community-based organization serving the City of Irwindale and surrounding communities for many years, we understand that people need to have a safe, clean place to live and enjoy life, and they also need support services, jobs, and businesses. Residents look to the City and its leaders to promote and provide these quality of life needs for its citizens.

We support the 5175 Vincent Avenue Industrial Project because it will change a long-time unattractive, unhealthy, dust-generating site into a beautifully designed building with landscaping along a well-traveled street. It will be an income source for the City and create jobs that people really need right now since COVID-19 caused many to lose their jobs.

We want to see the City support this project because it fits well with the surrounding neighborhood. We also urge you to use the 10 acres immediately west of the project, which Five Points ensured the backfilling of, to provide additional land uses that benefit local residents, businesses, and organizations. Progress is needed in Irwindale for future generations, so respectfully, please vote in favor of this project.

Sincerely,

Craig Cerro
Executive Director

cc:
Councilman Burrola, Councilman Breceda, Councilman Ambriz, Councilman Garcia
William Tam, City Manager

Glendora: 657 E. Arrow Highway Ste. J, Glendora, CA 91740 | **Phone**: 626.852.7630
Irwindale: 1418 Arrow Highway, Irwindale, CA 91706 | **Phone**: 626.305.0392

Tax ID: 20-8277679 | **Email:** info@shepherdspantry.com | **Website:** www.shepherdspantry.com

ATTACHMENT "Q"

IRWINDALE
CHAMBER OF COMMERCE
LEADING THE WAY FOR 61 YEARS

July 1, 2021

CITY OF IRWINDALE
COMMUNITY DEVELOPMENT
JUL 01 2021
RECEIVED

The Honorable H. Manual Ortiz
Mayor
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Dear Mayor Ortiz:

On behalf of the Irwindale Chamber of Commerce, I am writing in support of the proposed Five Points development project at 5175 Vincent Avenue Industrial Development in the City of Irwindale. The Chamber respectfully encourages your approval of this project when it comes before the City Council in the near future.

I congratulate you, your Council, and the developer for creating a partnership and an agreement that has transformed this property from a blighted, dusty, contaminated site to a clean, ready-to-build 25.4-acre industrial development with 10 acres backfilled and retained for future use by the City.

The Chamber believes this project exemplifies a public-private approach to accomplish shared goals of economic development, job creation, increased property assessed values, beautification, and revenue generation for the City, community, and the San Gabriel Valley. We need projects like this to boost our post-COVID-19 recovery.

The partnership between the City and the developer, Five Points, is a model for what cities can do to meet the needs of their residents, businesses, and the community. By collaborating with businesses and investors, your City is making the right kinds of choices to meet the need for housing, jobs, infrastructure, and services.

Irwindale Chamber of Commerce
16102 Arrow Hwy
PO Box 2307 (mailing)
Irwindale, CA 91706

irwindalechamber.org
info@irwindalechamber.org
T: 626-960-6606
#IrwindaleChamber

Thank you in advance for your consideration of this important project. The Chamber looks forward to working with you on this and other projects that aim to promote a robust and thriving Irwindale economy!

Sincerely,

Nicole Shahenian

Nicole Shahenian
President & CEO

cc: Councilman Burrola
Councilman Breceda
Councilman Ambriz
Councilman Garcia
William Tam, City Manager

ATTACHMENT "R"

IRWINDALE LIONS CLUB
P.O. BOX 2093, IRWINDALE, CA 91706
CHARTERED APRIL 23, 1964

CITY OF IRWINDALE
COMMUNITY DEVELOPMENT

JUL 14 2021

RECEIVED

We Serve

July 13, 2021

Honorable H. Manual Ortiz, Mayor
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Dear Honorable Mayor Ortiz:

We are writing in support of Five Points development project, the 5175 Vincent Avenue Industrial Development in the City of Irwindale. This project is coming forward to the City Council soon and we strongly urge you and the City Council to approve it.

As a community-based organization serving the City of Irwindale and surrounding communities for many years, we understand that people need to have a safe, clean place to live and enjoy life, and they also need support services, jobs, and businesses. Residents look to the City and its leaders to promote and provide these quality of life needs for its citizens.

We support the 5175 Vincent Avenue Industrial Project because it will change a long-time unattractive, unhealthy, dust-generating site into a beautifully designed building with landscaping along a well-traveled street. It will be an income source for the City and create jobs that people really need right now since COVID-19 caused many to lose their jobs.

We want to see the City support this project because it fits well with the surrounding neighborhood. We also urge you to use the 10 acres immediately west of the project, which Five Points ensured the backfilling of, to provide additional land uses that benefit local residents, businesses, and organizations. We also urge you to do this in a manner that protects health and the environment. Progress is needed in Irwindale for future generations, so respectfully, please vote in favor of this project.

Sincerely,

Teri Hall, Secretary
Irwindale Lions

cc: Councilman Burrola
Councilman Breceda
Councilman Ambriz
Councilman Garcia
William Tam, City Manager

ATTACHMENT "S"

Berlyn Aguila

From: Alex Zamora <azamora@lcof.net>
Sent: Wednesday, September 15, 2021 6:36 PM
To: Berlyn Aguila
Subject: Public Comment for item 1.B to be read Live during Planning Commission Meeting.

CAUTION: This email originated from outside of the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening Honorable Chair, Vice Chair, Commissioners and Staff,

My name is Alex Zamora and I am a very proud members of LiUNA, The Laborers International Union of North America. I am in full support of this project moving forward.

Projects just like the one proposed, have been the life blood of the construction trade unions throughout this pandemic, giving many of our existing members more opportunities to catch up when jobs have been halted or shut down, and giving New potential members the opportunity for a new lifeline to provide for their families. Also, I truly believe that good responsible developers like Five points, partnered with responsible and properly trained workers is a win-win for the great city of Irwindale.

Again, I am in full support of this project, and I hope we can get to work on building something beautiful for the city of Irwindale very soon. Thank you so much for your time, God Bless.

Alex Zamora

CITY OF IRWINDALE
COMMUNITY DEVELOPMENT
SEP 15 2021
RECEIVED

ATTACHMENT "T"

Berlyn Aguila

From: Richard Licerio <rrlicerio@lcof.net>

Sent: Wednesday, September 15, 2021 6:32 PM
To: Berlyn Aguila
Subject: In support for the project moving forward

CITY OF IRWINDALE
COMMUNITY DEVELOPMENT

SEP 15 2021

RECEIVED

CAUTION: This email originated from outside of the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening; Chair, Commissioners, and staff.

Thank you all for the work you do to support the community.

I would like to express my support for the concrete tilt-up building and associated parking for property located at 5175 Vincent Avenue, Irwindale, CA 91706. This project will bring well paid jobs with benefits that will assist our community during this Covid19 pandemic.

I am thanking you in advance for your support for this project.

Thank You Richard Licerio

ATTACHMENT "U"

AGREEMENT FOR PURCHASE, SALE & DEVELOPMENT OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

Escrow No. 600649-LHZ
Date of Opening of Escrow: 11/25, 2015

To: Escrow Holder
Phyllis Chambers.
First American Title Insurance Company
National Commercial Services
777 South Figueroa Street, 4th Floor
Los Angeles, CA 90017
Phone: 213-271-1720
Email: pchambers@firstam.com

THIS AGREEMENT FOR PURCHASE, SALE & DEVELOPMENT OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made this 28th day of October, 2015 ("Effective Date"), by and between THE CITY OF IRWINDALE, a California Charter City ("**Seller**" and occasionally herein "**City**"), and M&A GABAEE, a California limited partnership ("**Buyer**" and occasionally herein "**Developer**").

RECITALS

A. This Agreement pertains to the conveyance to Buyer by Seller of those certain parcels of vacant real property consisting of approximately 25.4 acres in the City of Irwindale more particularly described and depicted in **Exhibit "A"** attached hereto (the "**Site**"). As shown and described in Exhibit "A" the Site excludes that residential area adjacent to the Site's eastern border (the "**Residential Area**"). The Site was initially acquired by the Irwindale Community Redevelopment Agency ("**ICRA**") using the former Low and Moderate Income Housing Fund ("**LMIHF**") to develop affordable housing on a portion of the Site. In light of the challenges and time required to secure reclamation of the Site, the ICRA subsequently for consideration made to the LMIHF transferred the Site from the LMIHF to the non-housing ICRA account using redevelopment set-aside funds. The goal of such transfer was to secure a mix of housing and commercial or light industrial development on the reclaimed Site.

B. The Site contained (and continues to contain as of the Effective Date) deleterious materials that included potentially contaminated soil with lead concentrations above the soluble threshold limit concentrations for lead. The potential risks of having to dispose any lead-contaminated soil is included in a May 16, 2013 appraisal report prepared by Mason & Mason.

C. On April 3, 2007, the ICRA issued a Request for Proposals ("**RFP**") for the Site's remediation, filling of abandoned mine pits, removal of contaminated soils, and other work (collectively, "**Remediation**") to accomplish future development of the Site. Dispatch Transportation, LLC dba Windrow Earth Transport ("**Dispatch**"), by way of its April 16, 2007, response to the RFP, proposed to remediate materials placed on the Site by the ICRA's former

contractor as well as any third parties and perform a grading operation to bring the Site to street level.

D. On October 10, 2007, Dispatch was awarded the contract by ICRA to perform the Remediation. During Dispatch's ongoing performance of the Remediation, a California State Supreme Court ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), resulted in the outright elimination of all 425 redevelopment agencies in the State of California. The dissolution procedures under ABX1 26 include a process for the disposition and/or transfer of assets, including property holdings of former redevelopment agencies. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for asset management/disposition/transfers. Pursuant to ABX1 26 and AB 1484, the City serves as Successor Agency to the ICRA following the adoption by the City Council of the City of Irwindale ("City Council") of Resolution No. 2012-08-2547, adopted on January 11, 2012.

E. Under AB 1484, the Site is subject to the disposition process requiring the State Department of Finance (**"DOF"**) to approve a Long Range Property Management Plan (**"LRPMP"**) prepared by the Successor Agency describing the proposed sale of properties owned by the Successor Agency, including the Site. The transfer of the Site by ICRA to the City was approved by DOF via DOF's approval of the LRPMP on August 8, 2014. Therefore, on August 27, 2014, the Site was purchased by the City from the Successor Agency for the then-current fair market value, as confirmed by the May 16, 2013, appraisal report prepared by Mason & Mason.

F. On December 13, 2013, the City, Dispatch, and Developer entered into an Exclusive Negotiating Agreement (**"ENA"**) by which the parties agreed to negotiate the sale of the Site by the City to Developer for light industrial and/or commercial development. The **"Project"** to be developed on the Site shall include light industrial and commercial improvements including attendant streets, lighting, landscaping and other public improvements. The Project includes a landscaped "buffer area" (**"Residential Buffer"**) to separate the Project's industrial components from the Residential Area. Landscaping and all improvements to the buffer areas shall be maintained by Developer at no cost to City. Developer shall not be required to install any improvements in the Residential Area, but shall use commercially reasonable efforts to provide that any utilities and public improvements developed within the Site are installed in a manner so as to allow for a seamless and efficient tie to the Residential Area. The Project, including demarcations of the Residential Buffer, shall be further described and depicted in the Project description, concept plans, architectural renderings and site plans consistent with **Exhibit "B"** to be prepared by Developer and submitted to City for review and approval.

G. The City and the Developer now desire to enter into this Agreement to provide for the sale of the Site from the City to the Developer for Project development. In accordance with Irwindale Charter Section 607(j) and Irwindale Municipal Code Section 3.44.160, the City Council has considered the sale of the Site pursuant to this Agreement for the full, appraised fair market value and, per Resolution No. 2015-70-2799 approved concurrently with this Agreement, found that the sale is appropriate to further the City Council's goals of providing for economic development of underutilized and blighted property in the City.

H. The City Council found that the proposed Project will result in a significant economic opportunity. The Site will be revitalized from an extreme blighted condition, including the excavation of contaminated soils and back-filling of clean fill for abandoned mining pits. The City Council finds and determines that the Project is likely to result in employment of City residents, substantial increases in tax revenues to the City, and provide other amenities. City acknowledges the public benefit of such results and wishes to encourage expansion of job opportunities in the City. This Agreement is in accord with applicable state and federal laws and is in the vital and best interests of the community, will serve the health, safety, and general welfare of the City of Irwindale, and their citizens, will serve to strengthen the City's land use and social structure, and alleviate economic and physical blight within the City.

NOW, THEREFORE, based on the above recitals, which are deemed true and correct and which are incorporated into the terms of this Agreement, and in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY.

1.1 Generally. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer all Buyer's rights, title and interests to the Site upon the terms and conditions hereinafter set forth.

2. OPENING OF ESCROW; CLOSING DATE; PURCHASE PRICE.

2.1 Opening of Escrow. Within three (3) business days after the execution of this Agreement by Buyer and Seller and approval by the Irwindale City Council, the Parties shall open an escrow (**"Escrow"**) with the Escrow Holder identified above (herein the **"Escrow Holder"**) by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder (**"Opening of Escrow"**). Escrow Holder shall fax written notice of the Opening of Escrow date to Buyer and Seller.

2.2 Closing Date. Escrow shall close on or before sixty (60) days following the Opening of Escrow (**"Closing Date"**), unless extended by mutual written agreement of the parties. The terms the **"Close of Escrow"** and/or the **"Closing"** are used herein to mean the time the Grant Deed (as hereinafter defined) is recorded in the Office of the County Recorder of Los Angeles County, California.

2.3 Purchase Price. The Purchase Price for Buyer's acquisition of all interests of Seller in the Site is THREE MILLION FIFTY-EIGHT THOUSAND, FIVE-HUNDRED SEVENTY-ONE DOLLARS AND 43/100 ($3,058,571.43).

3. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

3.1 Buyer. Buyer agrees that on or before 1:00 p.m. on the business day preceding the Closing Date, Buyer will cause the deposit with Escrow Holder of all additional funds

and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including, without limitation, the following:

(a) A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County, if any; and

(b) The Purchase Price and such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

3.2 Seller. Seller agrees that on or before 1:00 p.m. on the business day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including, without limitation, the following:

(a) A grant deed conveying the Site to Buyer in the form attached hereto as **Exhibit "C"** (**"Grant Deed"**).

(b) Two duplicate originals of California Form 590 Real Estate Withholding Exemption Certificates in the form required by the California Franchise Tax Board (**"California Residency Affidavit"**); and

(c) Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

3.3 Recordation, Completion and Distribution of Documents. Escrow Holder will cause the Grant Deed to be recorded when (but in no event after the date specified in Section 2.2 above) it can issue the Title Policy in the form described in Section 4.2 below, and holds for the account of Seller the items described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

3.4 Escrow Holder Responsibilities. Escrow Holder will not have any responsibilities for the parties' performance of the terms of the Agreement which are to be performed after the Closing. If required pursuant to the terms hereof, the parties may execute supplemental escrow terms and instructions on Escrow Holder's standard form provided such supplemental instructions are consistent with the terms hereof.

4. TITLE MATTERS.

4.1 Approval of Title. Buyer acknowledges that it has received copies of that preliminary title report for the entire Site dated April 9, 2013, as Order No. NCS-600649-LA2 (the **"Preliminary Title Report"**). As of the Effective Date, Buyer approves title in the form specified in Section 4.2.

4.2 Title Policy. Upon receipt by Escrow Holder of the Grant Deed in favor of Buyer executed and acknowledged by Seller as instrument for the conveyance of the Site, Escrow Holder shall cause to be issued and delivered to Buyer and Seller as of the Close of Escrow a CLTA standard coverage owner's policy of title insurance (**"Title Policy"**), or,

upon Buyer's request therefore, an ALTA extended coverage owner's policy of title insurance, issued by Title Company, with liability in the amount of the Purchase Price, insuring the Site according to the terms of the Title Policy and showing title vested in Buyer free of encumbrances, *except*:

(a) All non-delinquent general and special real property taxes, assessments and Los Angeles County solid waste fees for the current fiscal year;

(b) Those easements, encumbrances, covenants, conditions, restrictions, reservations, rights-of-way and other matters of record shown on the Preliminary Title Report and as approved by Buyer;

(c) The standard printed exceptions and exclusions contained in the Title Policy;

(d) Any exceptions created or consented to by Buyer, including, without limitation, any exceptions arising by reason of Buyer's possession of or entry on the Site.

5. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

5.1 Conditions to Closing.

(a) *Conditions to Buyer's Obligations.* The obligations of Buyer under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent on or before the Closing Date ("Buyer's Conditions"):

(i) Title Company will issue the Title Policy as required by Section 4.2 of this Agreement.

(ii) Seller has deposited the executed Grant Deed into Escrow.

(iii) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement

(iv) All Seller representations and warranties specified in Section 7.1 are true and correct.

(v) Buyer's approval of any other conditions specified in this Agreement.

(vi) Seller shall not be in default of any term or condition of this Agreement.

(vii) A fully executed copy of the **"Assignment and Assumption Agreement"** as defined and described in Section 6.3(a) hereof has been deposited into Escrow.

(viii) Buyer shall have secured any and all approvals needed to ensure that the Residential Area and any other areas demarcated as "Not A Part" in the Site depiction at Exhibit "A" and excluded from the Site's legal description in Exhibit "A" are legally subdivided from the Site, subject to the provisions of Section 6.3(b) below.

Buyer's approval or disapproval of Buyer's Conditions shall be in Buyer's sole and absolute discretion, for any or no reason; provided, however, if Buyer has not delivered written notice of approval or disapproval of Buyer's Conditions to Seller and Escrow Holder by the times provided above, or if no time is provided, on or before the Close of Escrow, each such condition shall automatically and conclusively be deemed to have been approved by Buyer.

(b) *Conditions to Seller's Obligations.* The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of each of the following conditions precedent on or before the Closing Date ("Seller's Conditions"):

(i) The instruments and funds accruing to Seller pursuant to this Agreement including but not limited to a fully executed copy of the Assignment and Assumption Agreement has been deposited with Escrow Holder.

(ii) The Purchase Price has been deposited into Escrow.

(iii) Buyer shall not be in default of any term or condition of this Agreement.

(iv) A executed copy of the Consent to Agreement for Purchase, Sale and Development of Real Property (defined and described in Section 6.3) approved by Licensee and in a form materially similar to that attached hereto as Exhibit "F", has been deposited into Escrow.

(v) Buyer shall have secured any and all approvals needed to ensure that the Residential Area and any other areas demarcated as "Not A Part" in the Site depiction at Exhibit "A" and excluded from the Site's legal description in Exhibit "A" are legally subdivided from the Site, subject to the provisions of Section 6.3(b) below. This condition shall be deemed fulfilled, unless waived in writing by Seller, upon Buyer obtaining a City-approved Final Map, Parcel Map, Lot Line Adjustment, Lot Split, or other such legal mechanism permitted under the Subdivision Map Act (Govt. Code §§ 66410 et seq.) for the legal division of the Residential Area and "Not A Part" areas from the Site.

(vi) Buyer shall provide Seller with a letter evidencing a commitment from lender(s) (in form and substance reasonably acceptable to City) indicating that such lender(s) have a definitive interest in financing the acquisition, construction and/or development of the Project by Buyer. Evidence of financial commitments shall also outline the financial terms pursuant to any proposed financing for the Project as well as specifically identify the sources of all equity

financing to be used by Buyer in the development of the Project. In the event the Project is to be financed exclusively by equity financing, the equity commitment shall evidence an amount sufficient to provide for the net acquisition costs of the Site and development of the Project by Buyer, as the case may be. The evidence of financial commitments required by this condition is further described in Section 10.3 of this Agreement.

Seller shall deliver to Escrow Holder and Buyer written notice of disapproval or waiver of the conditions set forth in this Section 5.1 on or before the Closing. In the event Seller shall fail to deliver such notice on or before the Closing each such condition shall automatically and conclusively be deemed to have been approved by Seller.

5.2 Covenant of Seller and Buyer. Buyer and Seller agree to cooperate with one another, at no cost or expense to the cooperating party, in satisfying the conditions precedent to Close of Escrow. Buyer shall be responsible for proceeding with diligence and in good faith to satisfy the conditions to Buyer's performance set forth in Section 5.1(a) and Seller shall be responsible for proceeding with diligence and in good faith to satisfy the conditions to Seller's performance set forth in Section 5.1(b).

5.3 Termination for Failure of Condition. In the event Buyer fails to waive, approve or disapprove any condition precedent specified in Section 5.1(a) or elsewhere in this Agreement on or before the date for approval set forth therein, Seller shall notify Buyer of such failure in writing and Buyer shall have a period of ten (10) days from receipt of such notice to elect in writing to waive such matter, approve such matter or to disapprove such matter and terminate this Agreement. The failure of Buyer to so approve or waive such matter within said ten (10) days shall be deemed to constitute disapproval thereof and Buyer's election to terminate. In the event Seller fails to waive, approve or disapprove any condition precedent specified in Section 5.1(b) or elsewhere in this Agreement on or before the date for approval set forth therein, Buyer shall notify Seller in writing of such failure and Seller shall have a period of ten (10) days from receipt of such notice to elect in writing to waive such matter, approve such matter or to disapprove such matter and terminate this Agreement. The failure of Seller to so approve or waive such matter within said ten (10) days shall be deemed to constitute disapproval thereof and Seller's election to terminate.

6. CONDITION OF SITE; RELEASES/INDEMNITY SITE CONDITION.

6.1 Environmental Laws. For purposes of this Agreement, "Environmental Laws" shall mean all federal, state or local statutes, regulations, ordinances, codes or rules as such have been or may hereafter be enacted, adopted, amended or supplemented and all common law causes of action relating to the protection of human health or the environment, including without limitations the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 7401, et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. 2601, et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f, et seq.), the Federal Insecticide, Fungicide and

Rodenticide Act, as amended (7 U.S.C. Section 136, et seq.) and the Clean Air Act, as amended (42 U.S.C. 7401, et seq.), and private rights of action for nuisance, trespass, or damages to property or persons.

6.2 Hazardous Materials. For the purposes of this Agreement, Hazardous Materials shall be deemed to mean asbestos, polychlorinated biphenyls, petroleum or by-products thereof, radioactive materials, or any chemical, material or substance included in the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances" and/or words of similar import under any federal, state and local laws, ordinances, rules and regulations whether present or future, relating to and/or dealing with the protection of the environment and/or human health and safety and/or applicable to the generation, handling, manufacture, installation, treatment, storage, use, transportation, discharge, disposal, presence and/or release into the air, soil, water at, above or below ground level (whether accidental or intentional) of such substances or materials.

6.3 Environmental Remediation and Grading. Buyer and Seller acknowledge that the Site requires environmental Remediation as described in that certain "License Agreement For Performance of Remediation and Grading" dated October 10, 2007 (the **"License Agreement"**) and that the environmental Remediation may include, but is not limited to, the removal of buried fuel storage tanks and other possible buried structures as well as the removal of any soil contamination caused by possible tank leaks, application of fill soils to fill former mining pits at the Site, removal of contaminated soils, tailus, and other Hazardous Material clean-up. The Buyer and Seller further acknowledge that any necessary environmental Remediation of the Site will be performed by Buyer after Close of Escrow. As such, since the Site environmental Remediation has not yet occurred, Buyer and Seller hereby agree as follows:

(a) *License to Enter; Assignment of License Agreement.* Seller shall assign to Buyer all Seller's rights and obligations under the License Agreement as to the Site (which excludes any remediation obligations and grading of the Residential Area which the City shall remain as owner and party to the License Agreement), and Buyer shall assume all such rights and obligations from Seller. Said assignment by Seller and assumption by Buyer shall be a condition precedent to the Closing memorialized in an **"Assignment and Assumption Agreement"** to be drafted in a form reasonably acceptable to Seller, Buyer, and Licensee (as defined in this Section 6.3(a)) which shall contain Licensee's acknowledgment and acceptance of the assignment by Seller and assumption by Buyer of that portion of the License Agreement that encompasses the Site and Licensee's approval of the sale of the Site to Buyer. . Buyer shall thereafter abide by the terms of the License Agreement to allow Dispatch as (**"Licensee"**) the right to enter upon the Site to conduct soils, engineering, or other tests and studies, and to perform the Remediation or for any other purposes to carry out the terms of the License Agreement. Pending formal approval of the Assignment and Assumption Agreement by Buyer, Seller and Licensee, Licensee consents to this Agreement, as confirmed and evidenced by the **"Consent to Agreement for Purchase, Sale and Development of Real Property"** attached hereto as Exhibit "E", subject to and conditioned upon the **"Accommodation Agreement"** (as defined in Section 1(d) of the

ENA) detailing the uses of the Buyer's funds for the Remediation and describing Licensee's access, if any, to such funds.

(b) *Ongoing Performance of Remediation and Grading Work.* Seller and Buyer shall cooperate with each other to accomplish the ongoing performance of the Remediation pursuant to the terms of the License Agreement and work in good faith to address and approve any approvals and documents needed to assure the Remediation and grading work is performed in a timely manner. Such cooperation shall be aimed at minimizing any delays to the Project work or disruptions due to the shared boundary during and upon completion of the Remediation. Such cooperation shall further include, but not be limited, to correcting and reestablishing any lot line issues or errors that arise as the Site and Residential Area are being adjusted or when the Site and Residential Area is fully graded and ready for development.

(c) Encroachment Agreement from County. Buyer and Seller acknowledge that the Remediation and grading of the Site and Residential Area shall require the parties to secure an encroachment agreement or permit from the County of Los Angeles for the placement of fill material within an area owned by the County immediately south of the Site and Residential Area. The fill material is necessary to provide an appropriate buttress per applicable building code standards to support the fill and grading operations at the Site and Residential Area. As part of its consent to this Agreement per the **Consent to Agreement for Purchase, Sale and Development of Real Property**, Licensee agrees to comply with all applicable filling and buttressing requirements and abide by County of Los Angeles conditions related to same.

(d) *Option to Extend Closing.* As an alternative to the ongoing performance of Remediation on the Site by Licensee after Closing, Buyer, Seller, and Licensee may mutually negotiate in writing a means by which the Remediation would be completed by the Seller.

6.4 As-Is Acceptance of Site. The Buyer shall accept the Site AS-IS and does agree to take the Site in its current condition AS-IS, WITH ALL FAULTS, all defects and conditions whatsoever then existing on the Site, including any Hazardous Materials, vaults, fill soils, debris, pipelines, wells, or other structures that are or may be located in, on, under, or around the Site, whether known or unknown. From and after the Closing, Buyer assumes all responsibility for any and all such defects, faults, and conditions and shall be responsible to affect any remedy or cure, if required by any applicable law or ordinance with respect to all defects in the Site, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Site, and the existence of any contamination, Hazardous Materials now present upon, or remaining within the Site after the completion of the Remediation. Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Site. Buyer acknowledges that any liability of Seller for the environmental condition of the Site is extinguished as of the Closing and that Seller, as of the Closing, shall have no liability for remediating any environmental condition of the Site and that Buyer as of the Closing shall indemnify Seller against any claim or liability relating to the condition of the Site.

(a) *Buyer's Release of Seller.* Notwithstanding any contrary provisions of this Agreement or otherwise, Buyer shall as of the Closing hereby release Seller, its officers, directors, shareholders, affiliates, subsidiaries, heirs, and successors from any and all claims, liabilities, expenses, costs, or damages that Buyer may incur arising from the presence of any Hazardous Materials which are or may be located in, on, under, or around the Site, whether or not caused by Seller or any predecessor-in-interest of Seller, and whether or not known to Seller or Buyer at or before the Close of Escrow. Buyer expressly preserves its rights against other parties and does not release, or waive its rights to contribution against, any other party.

(b) *Buyer's Indemnification of Seller.* Notwithstanding any contrary provisions of this Agreement or otherwise, as of the Closing, Buyer hereby agrees to indemnify, defend (by Seller's choice of counsel as reasonably approved by Buyer), and hold harmless Seller, its directors, officers, employees, agents, representatives, heirs, and successors from and against any and all costs, expenses, damages, claims, and liabilities, including reasonable attorney fees, foreseeable or unforeseeable, directly or indirectly arising from any violation of the Environmental Laws including, without limitation, any release, treatment, use, generation, storage, or disposal of Hazardous Materials in, on, under, around, or from the Site at any time before or after the Close of Escrow including, without limitation, the cost of any required or necessary remediation or removal of any such Hazardous Materials, any costs of repair of improvements on the Site or surrounding properties necessitated by such remediation or removal and costs of any testing, sampling, or other investigation or preparation of Remediation or other required plans undertaken prior to such remediation or removal. Buyer expressly preserves its rights against other parties and does not release, or waive its rights to contribution against, any other party.

6.5 Indemnification and Release from Liabilities Relating to New Legislation. Buyer acknowledges that it is aware of, and has received advice from legal counsel on, the matter of legislation effective June 29, 2011, purporting to limit or disenfranchise the authority of local governments to transfer or control assets that are, or once were, owned by a local redevelopment agency. Specifically, the 2011 Assembly Bills ABx1 26 and ABx1 27 became effective on June 29, 2011. ABx1 26 purports to eliminate redevelopment agencies while ABx1 27 allows agencies to continue to exist if they agree to pay to the State a proportional share of $1.7 billion this year and $400 million annually in perpetuity. On December 29, 2011, the California Supreme Court in *Community Redevelopment Association v. Matosantos (No. S194861)* upheld the constitutionality of ABx1 26 and struck-down the constitutionality of ABx1 27, thus, absent further legislation, effecting the abolishment of redevelopment activities. Buyer hereby acknowledges that ABx1 26, as amended by certain budget trailer bills, might be interpreted or applied in such a manner as to undermine or invalidate Seller's authority to convey the Site to Buyer in accordance with the terms hereof. In order to address this uncertainty, the parties agree as follows:

(a) *Legal Challenge to Transaction; Election to Terminate Agreement.* If, at any time prior to Buyer's commencement of vertical construction of the Project, there arises a legal challenge to the validity or legality of this Agreement and its underlying transactions including but not limited to challenges arising from ABx1 26, the

Matosantos ruling, or any subsequent legislation amending ABx1 26, then either party may, in its sole and absolute discretion, elect to terminate this Agreement by written notice to the other party. In the event of such termination of the Agreement by either party, such termination will require, at the minimum, the return of any Purchase Price amounts that have been paid to Seller (if any) pursuant to this Agreement and the re-vesting by Buyer of all rights, title and interest to the Site back to Seller. No such termination shall be deemed a default by either party and in the event of such termination, each party shall have no further obligations to one another under this Agreement other than those obligations that specifically survive the termination of this Agreement. The right to terminate this Agreement as provided hereunder shall terminate upon Buyer's commencement of vertical construction of any portion of the Project but in no event later than December 1, 2016.

(b) *Rights of Non-Terminating Party*. Notwithstanding the foregoing, should a party elect to terminate this Agreement pursuant to Section 6.5(a), the non-terminating party may invalidate such termination and require continued performance provided; 1) the party seeking to invalidate such termination shall pay all costs of defense, expenses, damages, claims, and liabilities, including attorney fees, foreseeable or unforeseeable, directly or indirectly, as they are incurred, arising from any legal challenge described in this Section 6.5.

(c) *Option to Extend Closing.* In the event any legal challenge described herein and subject to the provisions of this Section 6.5 that arises before the Closing, the Buyer and Seller may extend the date of Closing by a mutually-accepted, written amendment of this Agreement, for a period as may be necessary to accommodate the delays that may be caused by such legal challenge and/or the time needed to determine whether or not this Agreement shall be terminated pursuant to Section 6.5(a).

6.6 Survival. Notwithstanding any other provision of this Agreement, the provisions of this Article 6 shall survive the Close of Escrow and the delivery of the Grant Deed(s).

7. REPRESENTATIONS AND WARRANTIES BY SELLER.

7.1 Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which (i) is material and relied upon by Buyer in making its determination to enter into this Agreement; (ii) to the best of Seller's knowledge, is true in all respects as of the date hereof and shall be true in all respects on the date of Close of Escrow on the Site; and (iii) shall survive the Close of Escrow as well as any future transfer of the Site by Buyer or any transferee, successor or assignee of Buyer:

(a) To the best of Seller's knowledge, there are no contracts, leases, claims or rights affecting the Site or any agreements entered into by or under Seller that would adversely affect Buyer's rights with respect to this Agreement or Buyer's right or ability to develop the Project on the Site, except as heretofore disclosed in:

(i) The Preliminary Title Report.

(ii) The geotechnical inspection agreement for the Site and Residential Area dated July 22, 2009, by and between the Irwindale Community Redevelopment Agency and KFM Geoscience., as amended and assumed by the City of Irwindale on behalf of the former Irwindale Community Redevelopment Agency and the successor to KFM Geoscience, Tetra Tech BAS Geoscience per that certain Firs Amendment to Tetra Tech BAS Geoscience Contract for Construction Quality Assurance Geotechnical Services for the Remediation and Reclamation of the Manning Pit, dated August 26, 2015;

(iii) Section 6.5 of this Agreement,

(iv) The License Agreement or,

(v) The ENA.

(b) Seller has delivered or, within the period required in Section 5.1(a) and Article 3, will deliver true, correct and complete copies of all the documents and other information specified in Section 5.1(a) and Article 3 including any other documents or information that may be required under this Agreement. Seller represents and warrants that to the best of Seller's knowledge, the information contained therein is true and accurate.

(c) Other than as provided herein, to the best of Seller's knowledge, there are no other executory contracts, options or agreements relating in any manner to all or any portion of the Site or any interest therein.

(d) From and after the date of the Preliminary Title Report, Seller has not created or taken any action to create, or otherwise caused any additional encumbrances to be placed against or encumber title to the Site other than those shown on the Preliminary Title Report.

(a) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

7.2 Changed Circumstances. If Seller becomes aware of any fact or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Seller under this Agreement, whether as of the date given or any time thereafter through the Close of Escrow and whether or not such representation or warranty was based upon Seller's knowledge and/or belief as of a certain date, Seller will give immediate written notice of such changed fact or circumstance to Buyer, but such notice shall not release Seller of its liabilities or obligations with respect thereto. Seller shall issue a certificate as of the Close of Escrow stating that all the representations and warranties contained in Section 7.1 are true and correct as of said date, or setting forth in detail which of such matters are not true and correct. Buyer shall have five (5) days from the receipt of any notice by Seller of the material change of any representation or warranty made by Seller hereunder to terminate this Agreement by providing written notice to Seller and Escrow

Holder, and immediately receive without further instruction a return of all sums deposited in the Escrow by Buyer.

7.3 No Other Representations or Warranties by Seller. Other than those express representations and warranties contained in this Agreement, Seller makes no other representations or warranties, either express or implied.

8. REPRESENTATIONS AND WARRANTIES BY BUYER.

8.1 "AS-IS" Condition of Site. Subject to the provisions of Section 5.1 and as set forth in Section 6.4, Buyer represents, acknowledges, and agrees that Buyer is electing to purchase the Site in its "AS-IS, WHERE IS" physical condition except to the extent set forth in Section 6.5.

8.2 Sole Reliance. Buyer represents and acknowledges that it is relying solely upon Buyer's own inspections and investigations with respect to its decision to purchase the Site.

8.3 Legislation. Buyer represents that as for the matters disclosed in Section 6.5, Buyer is not relying on any legal analysis of Seller or Seller's legal counsel.

9. ESCROW PROVISIONS.

9.1 Escrow Instructions. This Agreement, when signed by Buyer and Seller, shall also constitute escrow instructions to Escrow Holder.

9.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 12.16 after recordation. All funds, if any, received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be made by Escrow Holder from Escrow Holder's general escrow accounts.

9.3 Prorations of Real Property Taxes. Buyer acknowledges that Seller is a governmental agency, not subject to payment of Real Property Taxes ("Taxes"). Accordingly, Buyer shall be solely responsible for payment of Taxes for the Site accruing after Close of Escrow and/or seeking, if warranted, a refund of any overpayment of Taxes from the appropriate taxing agencies. Utilities and other expenses of the Site which are payable by or to the owner of the Site shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Any reimbursement payment of prorated utilities or other expenses after the Close of Escrow by either Seller or Buyer shall be rendered to the appropriate party within five (5) business days after completion of the final proration. Seller shall receive a credit for any refundable utility or governmental deposits made by Seller with respect to the Site, if any, and shall assign to Buyer all rights to same including but not limited to the right to receive a refund of such deposits.

9.4 Payment of Costs. Buyer shall pay one hundred percent (100%) of the documentary transfer taxes, one half of the escrow fees, recording fees, 100% of its attorneys' fees and costs, 100% of the charges for recording the Grant Deed, and 100% of the additional portion of the Title Policy premium which is attributable to the cost of obtaining any additional title endorsements not included in standard CLTA owner's coverage. Seller shall pay one-half of all escrow fees, 100% of the Title Policy premium for CLTA standard owner's coverage, and 100% of its attorneys' fees and costs. Notwithstanding the foregoing, in the event a party defaults under this Agreement, the defaulting party shall pay all escrow fees and charges.

9.5 Termination and Cancellation of Escrow. If Escrow fails to close as of the Closing Date, and provided the Escrow has not been extended by mutual written instruction from both Buyer and Seller and deposited into Escrow, Escrow shall immediately terminate automatically without further instruction or action from Buyer, Seller or Escrow Holder, and Escrow Holder is instructed to immediately return all funds and documents then in Escrow to the respective depositor. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

9.6 Information Report. The "Reporting Person" within the meaning of Treasury Regulation Section 1.6045-4(e)(5) with respect to the transactions contemplated by this Agreement shall be Escrow Holder. The name and address of Escrow Holder is set forth on the first page of this Agreement. It is agreed that Escrow Holder is an eligible person under Section 1.6045-4(e)(5)(ii) of said Regulations. Escrow Holder hereby agrees to be responsible for complying with the reporting and other requirements of Internal Revenue Code Section 6045(e) and the income tax regulations promulgated thereunder. Pursuant to said regulations, the address for the transferor and transferee are as set forth for Seller and Buyer respectively in Section 12.16 below, and the identifying information regarding the real estate transferred is the legal description for the Site or portion thereof being transferred. Escrow Holder agrees to file the form required by said regulations between the end of the calendar year in which the Close of Escrow occurs and February 28 of the following calendar year. Buyer and Seller agree (i) to cooperate with Escrow Holder and with each other in completing any report and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-S as such may be hereafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereafter promulgated by the Treasury Department with respect thereto; (ii) that Buyer and Seller, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e); (iii) that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information; and (iv) to retain this Agreement for at least four (4) years following the close of the calendar year in which the Close of Escrow occurs.

9.7 Possession. Possession of the Site shall be delivered to Buyer as of Close of Escrow. In the event any personal property remains on the Site following the Close of Escrow, it shall automatically become the property of Buyer excepting such personal property that is the property of Licensee under the License Agreement.

10. COVENANTS RELATING TO THE PROJECT.

10.1 Restrictions On Transfer. The qualifications of Buyer are of particular concern to the Seller, and it is because of such qualifications that Seller has entered into this Agreement with Buyer. The Seller has considered Buyer's experience and financial capability, the Project proposed by Buyer and its affiliates, the Site location and its characteristics, the public costs, if any, of acquiring and developing the Site, the potential return on the investment of public funds, if any, and the product mix necessary to produce a successful Project. Based upon these considerations, the Seller has imposed the following restrictions with respect to an assignment of this Agreement or Transfer of the Site as defined below;

(b) *(a) Transfer Defined.* As used in this section, the term **"Transfer"** shall include any assignment, or conveyance, of this Agreement, the Site, or the improvements thereon other than to an entity which assumes all of Buyer's obligations hereunder and controls, or is controlled by, or under control of Buyer. A Transfer shall also include the hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon provided such hypothecation, mortgage, pledge, conveyance, or encumbrance is not directly related to the acquisition or financing of the Site or the Project as further described in Section 10.1(c) below. A Transfer shall also include the assignment or transfer of more than fifty percent (50%) of the ownership and/or control of Buyer as of the Effective Date to an entity not under the direct control of Buyer as further described in Section 10.1(c) below ("Buyer Affiliate"). Buyer is a limited partnership and as such, Transfer shall refer to the transfer or assignment of more than fifty percent (50%) of the limited partnership interest subject to the provisions of Section 10.1(c). ; *Transfers Require Approval.* Buyer shall not enter into a Transfer directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Seller which consent shall not be unreasonably withheld. In considering whether it will grant written approval to any assignment by Buyer of its interests in the Site, which assignment requires Seller approval, Seller shall consider factors such as (i) whether the completion of the Project is jeopardized; (ii) the financial strength and capability of the proposed transferee to perform Buyer's obligations hereunder; (iii) the proposed transferee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects; and (iv) how the proposed transferee will complement the other users and uses in the City of Irwindale downtown area, whether commercial users or otherwise.

In the absence of a specific written agreement with the Seller, prior to the issuance of a Certificate of Completion as described in Section 10.9(b) for the entire Project or any portion thereof, no Transfer (including without limitation an assignment or transfer not requiring Seller approval hereunder) shall be deemed to relieve Buyer or any successor

party from any obligations under this Agreement. In addition, no assignment and assumption of any of Buyer's obligations hereunder shall be effective unless and until the successor party executes and delivers to Seller an assignment and assumption agreement in a form reasonably approved by the Seller assuming such obligations.

(c) *Exceptions.* The foregoing prohibition shall not apply to any of the following:

(i) Any mortgage, deed of trust, or other form of conveyance for financing, as provided in Section 10.3, but Buyer shall notify Seller in advance of any such mortgage, deed of trust, or other form of conveyance (but only for purposes of financing the Project).

(ii) Any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (a) above.

(iii) The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of any easements or permits needed to facilitate the Site's development.

(iv) A sale or Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(v) A conveyance of the Site to any entity Buyer Affiliate. **"Buyer Affiliate"** shall mean any entity which owns or controls Buyer, to any entity owned or controlled by Buyer, to any entity owned or controlled by or affiliated with any entity which owns or controls Buyer, or to any entity resulting from a consolidation, or to the surviving entity in case of a merger, to which consolidation or merger Buyer shall be a party, or to an entity to which all or substantially all of the assets of Buyer have been sold.

(vi) Transfers of ownership or control interest between members of Buyer's immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the Buyer's immediate family, or among the entities constituting Buyer.

(e) *Ground Leases & Individual Unit Purchases.* Buyer may enter into ground lease conveyances to a ground lessee or individual commercial/industrial unit purchases to implement the Project subject to all provisions of this Section 10.1.

(f) *Release Of Buyer.* Seller's consent to a Transfer shall not be deemed to release Buyer of liability for performance under this Agreement unless such release is specific and in writing executed by Seller, which release shall not be unreasonably

withheld. Upon the written consent of Seller to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Buyer under this Agreement by the assignee, Buyer shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent Buyer is in default under the terms of this Agreement prior to said Transfer.

(g) *Termination; Lease Provisions.* Notwithstanding anything to the contrary in this Agreement, the Buyer Transfer restriction described in this Section 10.1 shall unconditionally terminate upon the recordation of the Notice of Completion for the entire Project. From and after the date of recordation of the Notice of Completion, Buyer shall have no restrictions on Transfer with respect to this Agreement, the Site, the Project or the improvements thereon.

10.2 Scope Of Development & Schedule Of Performance. The Site shall be developed by Buyer as provided in the Buyer's scope of development and conceptual plans ("Scope of Development") as indicated on the attached Exhibit "B" and the plans and permits to be prepared by Developer and approved by the City pursuant to Section 10.4. Notwithstanding any other provision set forth in this Agreement to the contrary, Developer, subject to the reasonable approval of City shall have the right to modify or change the Scope of Development. In the event of any conflict between the narrative description of the Project in this Agreement (including Exhibit "B") and the ultimate, final approved plans and permits with respect to an altered Scope of Development, the approved plans and permits shall govern.

(a) *Critical Construction Deadlines.* Once construction is commenced, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to an Enforced Delay (Section 11.5 hereof) or changes in the Scope of Development as mutually approve in writing by both Buyer and Seller. Buyer shall keep the Seller reasonably informed of the progress of construction and submit to the Seller written reports of the progress of the construction when and in the form reasonably requested by the Seller. In no event shall Buyer be required to submit written progress reports more often than one time every quarter. The parties shall begin and complete all plans, reviews, construction and development specified in the Scope of Development within the times specified in the "Schedule of Performance" as described in the attached Exhibit "E" or such reasonable extensions of said dates as may be mutually approved in writing by the parties. Project construction shall proceed generally within the times specified in the Schedule of Performance or such reasonable extensions of said dates as may be mutually approved in writing by the parties. Critical Project construction deadlines are estimated as follows:

(i) Final map (if applicable), Site Plan and Design Review approvals shall be completed no later than January 31, 2017.

(ii) Grading shall commence no later than six (6) months following Site Plan and Design Review Permit approvals.

(iii) Vertical construction shall commence no later than twenty-four (24) months following Site Plan and Design Review Permit approvals.

(iv) Completion of all Project improvements shall be accomplished no later than thirty-six (36) months following Site Plan and Design Review Permit approvals. In addition to delays in the Project deadlines as may be permitted due to Enforced Delays, it is understood that the foregoing critical deadlines are subject to all other terms and conditions set forth in this Agreement including but not limited to changes in the Scope of Development as mutually agreed upon in writing between the parties, which may be more thoroughly set forth in the future. The critical construction deadlines may be altered or amended by written agreement signed by both Buyer and Seller. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The City Manager of Seller shall have the authority to approve extensions of time without City Council action if such extension does not exceed a cumulative total of 180 days.

(b) *Truck Routes.* Buyer shall make all reasonable efforts to ensure that all vehicles entering and exiting the Site shall utilize the access route at the northern corner of the Site on Vincent Avenue, and acknowledges that it must provide access to the County of Los Angeles and otherwise comply with the County's right to utilize such access for ingress egress to County-owned properties. Additionally, all commercial trucks shall utilize traffic circulation routes as prescribed by any mitigation adopted through the approved Site Plan and Design Review Permit.

(c) *Use of Water.* Buyer shall ensure procurement from the applicable water supplier, and use water in the amounts and manner necessary to control dust at that Site as well as any other prudent operational purpose as described by any mitigation adopted through the approved Site Plan and Design Review Permit.

(d) *Responding to Public Concerns.* Buyer shall respond to any reasonable public complaints or concerns related to the Project via public outreach, website outreach, cooperation with the Seller, shall make a written record of all complaints received and present them to Seller within 72 hours of receiving a complaint.

(e) *CEQA Compliance.* The City shall be responsible for obtaining the approval of this Agreement and any Project as required by CEQA. Without limitation of the foregoing, Buyer specifically acknowledges and agrees that Buyer shall satisfy all conditions necessary to ensure that the Project conforms to all applicable CEQA requirements. .

10.2 Project Financing.

(a) *Buyer Solely Responsible for Project Costs.* Buyer is responsible for paying all costs for the Project unless otherwise provided herein. Project costs include the total Project construction costs, all Site preparation costs, all infrastructure costs, building permits and development fees, all design and consultant costs, all financing costs, all

fixtures and equipment for the facility, and all other costs related to the Project of any nature whatsoever.

Although the parties hereto believe that the Site is being conveyed to the Buyer at fair market value, in accordance with the May 16, 2013, appraisal report prepared by Mason & Mason, and that no financial assistance or public monies are being provided to Buyer with respect to the Project, Buyer acknowledges that should construction or development of the Site qualify as a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720 *et seq.*, ("Prevailing Wage Law"), it may cause Buyer to be required to pay prevailing wages for any aspect of the development. Buyer believes to its actual knowledge that the Project is not subject to Prevailing Wage Law because no funding sources for the Project will trigger the application of Prevailing Wage Laws. Notwithstanding the foregoing, the Buyer fully bears any and all risk that Prevailing Wage Laws may be found to apply to the Project. To this end, Buyer acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Buyer 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 for all or any of the assistance provided hereunder, then Buyer shall indemnify, defend, and hold Seller 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 Seller makes no representation that any construction completed by Buyer is or is not subject to Prevailing Wage Law.

(b) *Buyer's Financial Statements.* Buyer agrees to provide the Seller with reasonable documentation and financial statements to the end of demonstrating that Buyer can fund the total projected/estimated Project costs through, cumulatively, the following sources: (i) Buyer equity, (ii) private financing from financial institutions, and/or (iii) financing provided through foreign investment via the USCIS-administered Immigrant Investor Program, also known as the "EB-5" program, or (iv) other reliable funding sources. To this end, no later than the Close of Escrow, Buyer agrees to deliver to Seller, for Seller's reasonable approval, financial statements which, demonstrate that Buyer has the financial capability to undertake the development provided herein. Such financial statements shall include statements from financial institutions with whom Buyer conducts business evidencing their willingness to provide the financing required hereunder. If Buyer elects to self-fund the construction of the Project, Buyer may satisfy this obligation by providing Seller with a letter evidencing approval of the Project by the relevant parties on behalf of Buyer along with an explanation of facts demonstrating Buyer's ability to self-fund the Project. Equity commitment by the Buyer may be in the form of letters of intent from credit worthy investors.

(c) *Obtaining Construction & Permanent Loans.* Should Buyer choose to utilize any financing towards Project completion (**"Buyer Financing"**), Buyer agrees to deliver to Seller and obtain the reasonable approval of Seller of written commitments from financial institutions licensed to do business in California and reasonably

acceptable to the Seller (**"Lender"**) agreeing to make a construction loan and/or a permanent loan to Buyer and secured by a deed of trust (said commitment and loan are sometimes referred to collectively as the **"Loan"**).

Buyer covenants and agrees to take all action, furnish all information, give all consents and pay all sums required to keep said commitment and Loan in full force and effect and shall comply with all conditions thereof, and shall promptly execute, acknowledge and deliver all loan applications, credit applications and data, financial statements, and loan documents in connection therewith, and shall actually draw upon and utilize the Loan only for financing the cost of the Project.

(d) *Seller Approval Of Lender.* Buyer shall not enter into any Buyer Financing without the prior written approval of Seller. Seller's written approval or disapproval shall not be unreasonably withheld or delayed. Seller's review of the Lender shall be limited to the question of whether or not said Lender is a qualified and responsible financial or lending institution or other acceptable entity or person capable of performing its obligations under the Loan.

10.3 Project Plans, Final Building Plans.

(a) *Proposed Project's Consistency With Plans and Codes.* Seller warrants and represents that the City of Irwindale General Plan and Zoning Ordinance permit Seller's proposed development, and construction, operation, and use of the Site as provided in this Agreement, including without limitation the Project as described in Exhibit "B", subject only to (i) approval of this Agreement and the proposed Project pursuant to Government Code § 52201, (ii) those development approvals yet to be obtained, including site plan review, and (iii) City of Irwindale review and approval of a Final Map for the Project, and (iv) those entitlements required under Section 5.1(b)(v) hereof. It is expressly understood by the parties hereto that Seller makes no representations or warranties with respect to approvals required by any other governmental entity or with respect to approvals hereinafter required from City provided however that Seller shall cooperate with Buyer in procuring the foregoing approvals. The City and any other governmental body with jurisdiction over the Project reserve full police power authority over the Project. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

(b) *Evolution Of Development Plan.* Prior to the Effective Date of this Agreement, the Seller approved the Buyer's conceptual plans and Scope of Development (Exhibit "B"). On or before commencement of any Project construction, Buyer must submit to the Seller preliminary, and thereafter final, drawings and specifications for development of the Project in accordance with the City's requirements. The term preliminary and final drawings shall be deemed to include site plans, building plans and elevations, grading plans, if applicable, landscaping plans, parking plans, material pallets, a description of structural, mechanical, and electrical systems, the Final Map and all other plans, drawings and specifications. Final drawings

will be in sufficient detail to obtain a building permit. Said plans, drawings and specifications shall be consistent with the Scope of Development (Exhibit "B") and the various development approvals referenced hereinabove, except as such items may be amended by Seller and Buyer in writing. Plan submissions shall be progressively more detailed and will be approved if a logical evolution of plans, drawings or specifications previously approved.

(c) *Buyer Efforts To Obtain Approvals.* Buyer shall exercise its commercially reasonable efforts to timely submit all documents and information necessary to obtain all development and building approvals from the City in a timely manner. Not by way of limitation of the foregoing, in developing and constructing the Project, Buyer shall comply with all applicable development standards in the City of Irwindale Municipal Code and shall comply with all building codes, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

(d) *Disapproval.* The Seller shall reasonably approve or disapprove any submittal made by Buyer pursuant to this Section within thirty (30) days after such submittal. All submittals made by Buyer shall note the 30- day time limit, and specifically reference this Agreement and this Section 10.4(d). Any disapproval shall state in writing in reasonable detail the reason for the disapproval and the changes which the Seller requests be made. Buyer shall make the required changes and revisions and resubmit for approval as soon as is reasonably practicable but no more than thirty (30) days of the date of disapproval. Thereafter, Seller shall have an additional ten (10) business days for review of the re-submittal, but if the Seller disapproves the re-submittal, then the cycle shall repeat, until the Seller's approval has been obtained. If Buyer desires to make any substantial change to approved working drawings, Buyer shall submit the proposed change to Seller for approval. If the drawings as modified by the proposed change conform to this Agreement and the Scope of Development (Exhibit "B"), City of Irwindale design criteria applicable to the Site, and all other applicable City of Irwindale regulations, Seller shall approve the change and Seller shall notify Buyer of its approval or disapproval in writing within thirty (30) days after submission of such proposed change.

Seller's Community Development Director or designee shall have authority to determine on behalf of Seller if a proposed revision or change to any plans, drawings, or other documents previously approved by Seller is a material change requiring further City approval. If the Community Development Director or designee determines that the proposed revision or change is not a material change no approval by City of such revision or change will be necessary. Seller shall reasonably approve or disapprove the plans, drawings and related documents referred to in this Section 10.4 within the times stated in foregoing paragraph of this subpart (d). However, to the extent that Buyer proposes substantial and material revisions or changes to any plan, drawing, or other document previously approved by Seller, Buyer acknowledges that such substantial and material revision will require review by the City Council or such other legislative body(s) as may be applicable. City's review is intended to insure that the plans, drawings and related documents are reasonably consistent with the Scope of

Development (Exhibit "B"). Any disapproval shall state in writing the reasons for disapproval and the changes which Seller requests to be made. Such reasons and such changes must be consistent with the Scope of Development (Exhibit "B") and any items previously approved or deemed approved hereunder. Buyer, upon receipt of a disapproval based upon powers reserved to Seller hereunder, shall revise the plans, drawings and related documents, and shall resubmit to Seller as soon as possible after receipt of the notice of disapproval; provided that in no case shall Seller be entitled to require changes which are inconsistent with the Scope of Development (Exhibit "B"), including previously-approved or deemed-approved modifications to the Scope of Development.

During the preparation of all drawings and plans, the parties shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and related documents by Seller. If any substantial revisions or corrections of plans approved by Seller shall be required by any government official, agency, department or bureau having jurisdiction, or any lending institution involved in financing, the parties shall cooperate in efforts to develop a mutually acceptable alternative.

10.4 Applicable Laws. Buyer shall carry out the construction of the Project improvements in conformity with all applicable laws, including all applicable federal and state labor laws.

10.5 Anti-Discrimination During Construction. Buyer, for himself and his successors and assigns, agrees that in the construction of the improvements to be constructed by Buyer, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, ancestry or national origin.

10.6 County Solid Waste Materials Fee. Filling operations undertaken as part of the Remediation will utilize clean soil materials only and no recycled or crushed concrete will be imported and/or exported to/from the Site. As such, the parties believe that the Project is not subject to the Waste Discharge Permit fee requirements of the RWQCB, or County of Los Angeles, as may be applicable, or any other waste discharge-related fees (collectively **"Discharge Fee"**) insofar as no "Solid Waste Materials, as that term is defined (copied below) in the Los Angeles County Code, section 20.88.020 H, will be imported at the Site. To this end, Buyer shall indemnify and defend the City for the cost of any Discharge Fees imposed by any regulatory authority pertaining to the Project as a result of the determination, if any, that the fill used in the fill operation contains waste, reused or recycled materials. Should there be a determination that Discharge Fees apply on another basis, the Seller, at its cost, will participate with Buyer in the joint defense of an action for collection (or challenge to the imposition) of the Discharge Fee. Solid Waste Materials are defined in Los Angeles County Code, section 20.88.0-20(H) as:

> "'Solid Waste' means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes,

demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes."

Notwithstanding the foregoing, Buyer is aware that City, Seller and Dispatch are litigating the application of the Discharge Fee against Los Angeles County, per *City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency, et al, v. County of Los Angeles, et al,* (Los Angeles Sup. Ct. Case No. BS148777). Buyer acknowledges that an adverse ruling could result in application of the Discharge Fee to the Site, and hereby agrees to indemnify, defend, and hold Seller harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, The License Agreement requires Licensee to indemnify Seller from such Discharge Fees and costs arising from the application of such Discharge Fees to the Site and Residential Area and Buyer shall cause compliance with those obligations under the License Agreement.

Rights Of Holders Of Approved Security Interests In Site.

(a) *Definitions.* As used in this Section, the term "mortgage" shall mean a leasehold mortgage and include any mortgage, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term "Holder" shall include any holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

(b) *No Encumbrances Except Mortgages To Finance The Project.* Notwithstanding the restrictions on transfer in Section 10.1, mortgages required for any reasonable method of financing of the construction of the Project improvements are permitted before issuance of a Certificate of Completion but Buyer shall promptly notify the Seller of any mortgage, encumbrance, or lien that has been created or attached thereto prior to issuance of a Certificate of Completion, whether by voluntary act of the Buyer or otherwise. *Buyer's Breach Shall Not Defeat Mortgage Lien.* Buyer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the Site, or any part thereof or interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the Holder of any such mortgage of the Site whose interest is acquired by foreclosure, trustee's sale or otherwise.

(c) *Holder Not Obligated To Construct Or Complete Improvements.* The Holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or the improvements proposed thereon or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such Holder to devote the Site or any

portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

(d) *Notice Of Default To Mortgagee, Deed Of Trust Or Other Security Interest Holders.* Whenever Seller shall deliver any notice or demand to Buyer with respect to any breach or default by Buyer hereunder, Seller shall at the same time deliver a copy of such notice or demand to each Holder of record of any mortgage who has previously made a written request to Seller therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the Holder unless such notice is given.

(e) *Right To Cure.* Each Holder (with respect to the rights of Seller) shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

(i) Obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and

(ii) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

Provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such Holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such Holder, the right to cure or remedy a breach or default of Buyer under this Section 10.8(f) shall be exercised by the Holder first in priority or as the Holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Buyer under this Section 10.8.

No Holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed Buyer's obligations to Seller by written agreement reasonably satisfactory to Seller with respect to the Site or any portion thereof in which the Holder has an interest. In the event any Holder shall decide, in its sole and absolute discretion to undertake or continue the construction or completion of the improvements, such Holder shall complete, in the manner required by this Agreement, the improvements to which the lien or title of such Holder relates, and submit evidence satisfactory to the Seller that it has the qualifications and financial responsibility necessary to perform such obligations. Any Holder properly completing such improvements shall be entitled, upon written request made to Seller, to a Certificate of Completion from Seller.

(f) *Seller's Rights Upon Failure Of Holder To Complete Improvements.* In any case where one hundred eighty (180) days after default by Buyer in completion of construction of Project improvements under this Agreement, the Holder of any mortgage creating a lien or encumbrance upon the Site or improvements thereon has not exercised its right to complete the improvements of the Project afforded in this

Section 10.8(e), or if it has exercised such right has not proceeded diligently with construction, Seller may, after ninety (90) days' written notice to such Holder ("Failure to Construct Notice") purchase the mortgage, upon payment to the Holder of an amount equal to the sum of the following:

(i) The unpaid mortgage debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);

(ii) All expenses, incurred by the Holder with respect to foreclosure, if any;

(iii) The net expenses (exclusive of general overhead), incurred by the Holder as a direct result of the ownership or management of the Site, such as insurance premiums or real estate taxes, if any;

(iv) The costs of any improvements made by such Holder, if any; and

(v) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by the Seller.

Notwithstanding the foregoing, Seller's right to purchase the mortgage according to the term of this Section 10.8 shall be null and void if such Holder has exercised such right to construct the improvements and has diligently proceeded with such construction within the ninety (90) day period immediately after the receipt by Holder of the Failure to Construct Notice from Seller.

In the event that the Holder does not exercise its right to construct the improvement afforded in this Section 10.8, and Seller elects not to purchase the mortgage of Holder, upon written request by the Holder to Seller, Seller agrees to use reasonable efforts to assist the Holder with the sale of the Holder's interest to a qualified and responsible party or parties (as reasonably determined by Seller), who shall assume the obligations of making or completing the improvements required to be constructed by Buyer, or such other improvements in their stead as shall be satisfactory to Seller. The proceeds of such a sale shall be applied first to the Holder of those items specified in subparagraphs (i) through (v) listed hereinabove, and any balance remaining thereafter shall be applied as follows:

(i) First, to reimburse Seller for all costs and expenses actually and reasonably incurred by Seller, including but not limited to payroll expenses, management expenses, legal expenses, and others.

(vi) Second, to reimburse Seller for all payments made by Seller to discharge any other encumbrances or liens on the Site or to discharge or prevent

from attaching or being made any subsequent encumbrances or liens due, to obligations, defaults, or acts of Buyer, its successors or transferees.

(vii) Third, any balance remaining thereafter shall be paid to Buyer.

(g) *Right Of Seller To Cure Mortgage, Deed Of Trust Or Other Security Interest Default.* In the event of a default or breach by Buyer (or entity permitted to acquire title under this Section 10.8) of a mortgage prior to the issuance by Seller of a Certificate of Completion for the Site or portions thereof covered by said mortgage, and the Holder of any such mortgage has not exercised its right to complete the Project, Seller may cure the default prior to completion of any foreclosure.

(h) *Right Of The Seller To Satisfy Other Liens On The Site After Conveyance Of Title.* After the conveyance of title and prior to the recordation of a Certificate of Completion for construction and development of the Project, and after the Buyer has had all amounts of time allowed by law to challenge, cure, or satisfy any liens or encumbrances on the Site or any portion thereof, the Seller shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require the Buyer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Buyer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site or any portion thereof to forfeiture or sale.

(i) *Minor Amendments.* Seller's City Manager shall be authorized to approve and execute minor non-substantive amendments to this Agreement as may be requested by Buyer's lender in relation to the protection of such lender's security interest in the Site, without formal approval of Seller's legislative body.

10.7 Certificate(s) Of Occupancy & Certificate Of Completion.

(a) *Certificate(s) Of Occupancy.* It is anticipated that some portions the Project might be suitable for occupancy and use prior to the final completion of all Project improvements. When portions of the Project have been constructed to a point whereby certain Project improvements can be safely opened and occupied for business (in compliance with all applicable codes, permit requirements and local agency regulation) without any material interference from other Project activities, the Buyer may request from the City a Certificate of Occupancy for all such completed improvements. The issuance of such Certificate of Occupancy shall be in the reasonable discretion of the City and based on the Project's (or that portion of the Project for which a Certificate of Occupancy is requested) compliance with all codes, permit conditions and local agency regulations. Seller shall not unreasonably withhold a Certificate of Occupancy.

Upon issuance of a Certificate of Occupancy, Buyer's tenants shall, subject to the terms and conditions of their individual leases, promptly open for business to the public. The Buyer shall exert all reasonable efforts to keep any tenants of the Project then occupying space in the Project open for business to the public during regular and customary business hours despite any ongoing Project activities. Buyer shall

reasonably coordinate any ongoing Project activities with business hours in order to minimize any interference between the Project and any tenants open for business. Such efforts to be undertaken by Buyer may include in the reasonable discretion of Buyer, the undertaking of Project activities during hours other than regular and customary business hours and the phasing of the Project such that Project activities continuing after the issuance of the Certificate of Occupancy will be in locations other than areas open to the public.

(b) *Certificate(s) Of Project Completion.* Upon the completion of all Project construction required to be completed by Buyer pursuant to the terms of this Agreement, Seller shall furnish Buyer, within thirty (30) days of notice from Buyer to Seller of such completion, a **"Certificate of Completion"** in a form acceptable to Seller. The Certificate of Completion shall be executed and notarized so as to permit it to be recorded in the Office of the Recorder of Los Angeles County.

(i) A Certificate of Completion shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and of full compliance with the terms of this Agreement with respect thereto.

(ii) After the issuance of a Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease, or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by the covenants, encumbrances, and easements contained in the Deed and the CC&Rs (as described in Section 10.10(a).

(iii) In no event shall Seller shall unreasonably withhold a Certificate of Completion. If Seller refuses or fails to furnish a Certificate of Completion after written request from Buyer or any entity entitled thereto as described above, Seller shall provide a written statement of the reasons Seller refused or failed to furnish a Certificate of Completion. The statement shall also contain Seller's opinion of any further action Buyer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, Seller will issue its Certificate of Completion subject to the completion by Buyer of the punch list items within one hundred and twenty (120) days of the issuance of the Certificate of Completion. A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Buyer to any Holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Certificate of Completion is not notice of completion as referred to in the California Civil Code § 3093. Nothing herein shall prevent or affect Buyer's right to obtain a Certificate of Occupancy from the Seller before the Certificate of Completion is issued.

10.8 Use of the Site & Project; CC&Rs.

The Buyer covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, that the Buyer and such successors and such assigns shall devote the Site to the uses specified therefore in the Project Scope of Development (Exhibit "B") or any plans as may be approved in writing by the City.

Buyer agrees to use, devote, and maintain the Site for (i) light industrial and commercial improvements on approximately two-thirds (2/3) of the easterly portion of the Site, including attendant streets, lighting, landscaping and other public improvements, and (ii) aesthetic landscaping in the Residential Buffer to be maintained in such a manner as to effectively and attractively screen the Residential Area from visual, noise and dust impacts associated with the Project. Buyer shall maintain all landscaping in the Residential Buffer at its sole cost and expense in a manner so as to allow for an attractive, seamless and efficient tie to the Residential Area and pursuant to the covenants, conditions & restrictions (**"CC&Rs"**) in a form materially similar to that attached hereto as Exhibit "D".

11. DEFAULTS; ENFORCEMENT.

11.1 Defaults & Right To Cure. A **"Non-Defaulting Party"** in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party (**"Defaulting Party"**) to perform any material duty or obligation of said Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in "Default" under this Agreement, if said breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such breach or failure within thirty (30) days after the date of such notice (**"Cure Period"**). However, if such non-monetary breach or failure cannot be cured within such Cure Period, and if and, as long as the Defaulting Party does each of the following:

(a) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted Default is not curable within the thirty (30) day period;

(b) Notifies the Non-Defaulting Party of the Defaulting Party's proposed course of action to cure the Default;

(c) Promptly commences to cure the Default within the thirty (30) day period;

(d) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

(e) Diligently prosecutes such cure to completion.

Then the Defaulting Party shall not be deemed in breach of this Agreement.

11.2 Legal Actions.

(a) *Institution Of Legal Actions.* In addition to any other rights or remedies, and subject to the requirements of Section 11.1, either party may institute legal action to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other legal or equitable remedy consistent with the purpose of this Agreement, including the remedy of specific performance. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

(b) *Applicable Law & Forum.* The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles.

(c) *Acceptance Of Service of Process.* In the event that any legal action is commenced by Buyer against Seller, service of process on Seller shall be made by personal service upon the City Manager, or in such other manner as may be provided by law. In the event that any legal action is commenced by Seller against Buyer, service of process on Buyer shall be made in such manner as may be provided by law and shall be valid whether made within or without the State of California.

11.3 Rights & Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its 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.

11.4 Waiver. Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

11.5 Enforced Delays; Extension Of Times of Performance. Time is of the essence in the performance of this Agreement. Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; delays of any contractor, subcontractor or supplier; acts of the other party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of Seller shall not excuse performance by Seller); or any other

causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein **"Enforced Delay"**), the party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the Enforced Delay, and shall commence to run from the time of the commencement of the cause, provided notice by the party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause. Failure to provide such notice shall constitute a waiver of the claim. The following shall not be considered as events or causes beyond the control of Buyer, and shall not entitle Buyer to an extension of time to perform: (i) Buyer's failure to obtain financing for the Project, and (ii) Buyer's failure to negotiate agreements with prospective users for the Project or the alleged absence of favorable market conditions for such uses.

Times of performance under this Agreement may also be extended by mutual written agreement by Seller and Buyer. The City Manager of Seller shall have the authority on behalf of Seller to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days with respect to the development of the Site.

12. MISCELLANEOUS.

12.2 Brokerage Commissions. Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

12.3 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, transferees, successors and assigns. The transfer of all or any part of the interest of any party hereunder in the Site shall not release Seller of its obligations under this Agreement.

12.4 Time of Essence. Time is of the essence in this Agreement and with respect to each covenant and condition hereof. Buyer and Seller each specifically agrees to strictly comply and perform its obligations herein in the time and manner specified and waives any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

12.5 Time Period Computations. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and California state or national holidays unless the reference is to business days, in which event such weekends and holidays shall be excluded in the computation of time and provide that if the last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or California state or national holiday, such act or notice shall be deemed to have been timely performed or given on the next succeeding day which is not a Saturday, Sunday or California state or national holiday.

12.6 Qualification; Authority. Each individual executing this Agreement on behalf of the City as Seller or a partnership, LLC or corporation as Buyer represents and warrants that such entity is duly formed and authorized to do business in the State of California and that he or she is duly authorized to execute and deliver this Agreement on behalf of such partnership, LLC, corporation or the City in accordance with authority granted under the formation documents of such entity, and, if a corporation, by a duly passed resolution of its Board of Directors, and that all conditions to the exercise of such authority have been satisfied, and that this Agreement is binding upon such entity in accordance with their respective terms. The City as Seller represents and warrants that it has the authority to sell the Property to Buyer upon the terms and conditions of this Agreement. Upon request of either party, Escrow Holder or Title Company, Buyer and Seller agree to deliver such documents reasonably necessary to evidence the foregoing.

12.7 Attorneys' Fees. In the event of any dispute between the parties hereto arising out of the subject matter of this Agreement or the Escrow, or in connection with the Site, the prevailing party in such action shall be entitled to have and to recover from the other party its actual attorneys' fees and other expenses and costs in connection with such action or proceeding (including expert witness fees) in addition to its recoverable court costs.

12.8 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

12.9 No Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

12.10Modifications. Except as otherwise specified herein, any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

12.11 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.12 Merger of Prior Agreements and Understandings. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

12.13 Covenants to Survive Escrow. The covenants and agreements contained herein shall survive the Close of Escrow and, subject to the limitations on assignment contained in Article 10 above, shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, successors and assigns.

12.14 Consent of Parties. Whenever by the terms of this Agreement the consent or approval of Buyer or Seller is to be given, such consent or approval shall be evidenced by the signature of one person designated for such purpose. Such designated persons may be changed by the party so designating at any time by the delivery of a written notice to the other party.

12.15 No Withholding Because Non-Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or any out-of-state seller under California Revenue and Tax Code Section 18862 and that is will deliver to Buyer on or before the Close of Escrow (i) a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulation promulgated thereunder and (ii) a California Form 590.

12.16 Execution in Counterpart. This Agreement and any modifications, amendments or supplements thereto may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

12.17 Notices. Any notice which either party may desire to give to the other party or to the Escrow Holder 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; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); 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 parties hereto:

To Buyer: M&A Gabaee
9034 West Sunset Blvd
West Hollywood, CA 90069
Attention: Mark Gabay

To Seller:	City of Irwindale 5050 N. Irwindale Ave. Irwindale, CA 91706 Attention: City Manager
Copy to:	Aleshire & Wynder, LLP 18881 Von Karman Ave., Ste. 1700 Irvine, CA 92612 Attn: Fred Galante, Esq. Facsimile: 949-223-1180
Escrow Holder:	At the above stated address.

12.18 Exhibits. Exhibits "A" through "F", inclusive are attached hereto and incorporated herein by this reference. The Exhibits are as follows:

Exhibit	Description
A.	Legal Description of Site
B.	Scope of Development
C.	Grant Deed
D.	Form of CC&Rs
E.	Schedule of Performance
F.	Consent to Agreement for Purchase, Sale and Development of Real Property

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

"BUYER"

M&A GABAEE
A California limited Partnership

By: _____
Mark Gabay, Managing General Partner

"SELLER"

ATTEST:

CITY OF IRWINDALE,
A California Charter City

_____
Laura M. Nieto, CMC, Deputy City Clerk

By: _____
Mark A. Breceda, Mayor

APPROVED AS TO FORM
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

AGREED AND ACCEPTED AS OF THIS 25th DAY OF November, 2015

FIRST AMERICAN TITLE COMPANY

By: _____
Escrow Officer

EXHIBIT A

Legal Description & Depictions of Site

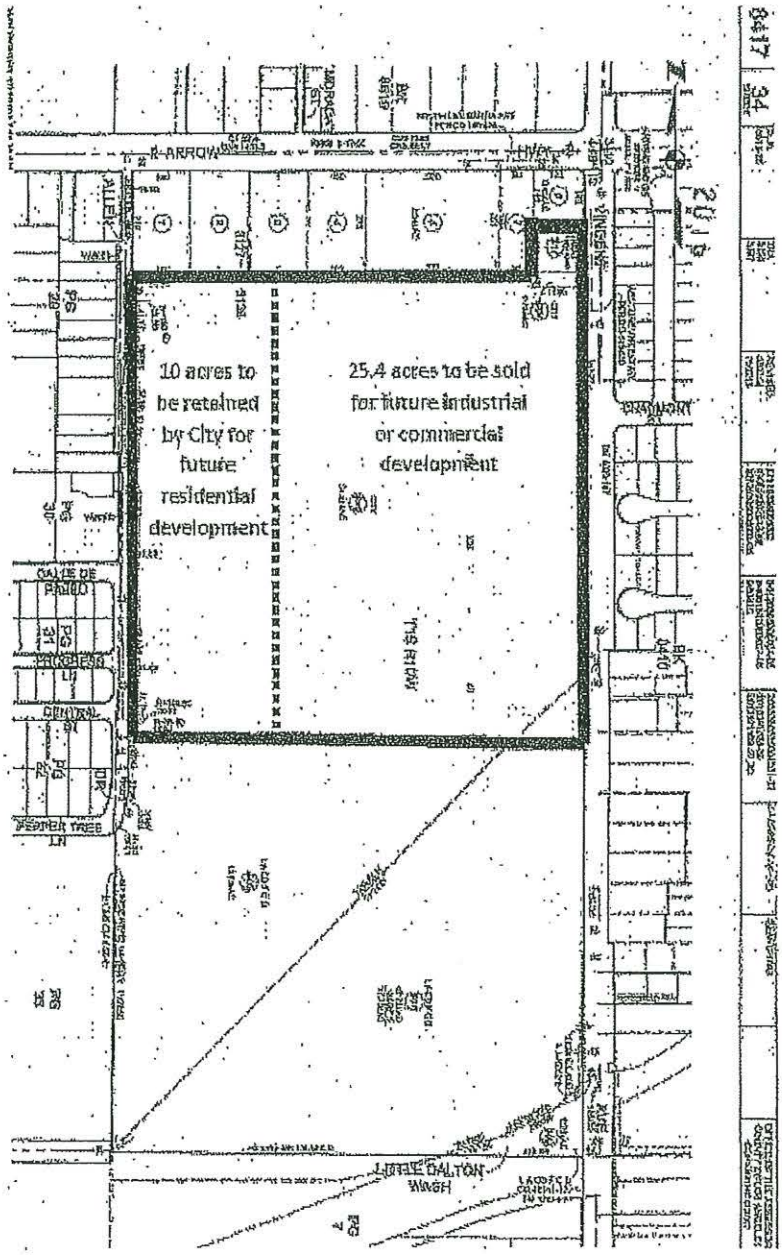


EXHIBIT B

Scope of Development

Any proposed future project shall be consistent with the City's General Plan and Zoning Code. The "Project" to be developed on the Site, when submitted at a future date, shall be light industrial and/or commercial in nature and shall include improvements to enhance the aesthetics of the surrounding neighborhood and protect the residential uses; improvements shall include but not be limited to, attendant streets, lighting, landscaping, decorative perimeter walls, and other public improvements. The Project shall include a landscaped "buffer area" ("Residential Buffer") to separate the Project's industrial components from the residential areas.

Since a project has yet to be identified and submitted for review, project impacts cannot be identified at this time. Therefore, any proposed future project on this property shall comply with the requirements of the California Environmental Quality Act through the preparation of an Initial Study that may result in the preparation of a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report."

EXHIBIT C

Form of Grant Deed

Deed

FREE RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City Clerk City of Irwindale 5050 N. Irwindale Avenue Irwindale, California 91706	

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEE PER GOV. CODE § 27383

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF IRWINDALE, a California municipal corporation ("Grantor"), hereby grants to M&A GABAEE, a California limited partnership ("Grantee"), all of its respective rights, title, and interest in the real property hereinafter referred to as the "Property" in the City of Irwindale, County of Los Angeles, State of California, as more particularly described in Attachment 1 attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf as of the date written below.

CITY OF IRWINDALE,
a California municipal corporation

_____
Mark A. Breceda, Mayor

ATTEST:

_____
Laura Nieto, Deputy City Clerk

Attachment 1 to Grant Deed

Legal Description of the Property

The Property is that certain real property located in the City of Irwindale, County of Los Angeles, State of California, and is described as follows:

EXHIBIT D

Form of CC&Rs

FREE RECORDING REQUESTED AND
WHEN RECORDED, RETURN TO:

City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Clerk

(Space above this line for Recorder's Office Use Only)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("**CC&Rs**") is made and entered into this _____ day of _____, 2015, by M&A GABAEE, a California limited partnership (collectively, "**Owner**"). These CC&Rs are declared for the benefit of the CITY OF IRWINDALE, a California Charter municipality ("**City**"). Owner and City are occasionally referred to herein each as a "party" and collectively as the "parties".

RECITALS:

A. Owner is the purchaser of that certain real property located in the City of Irwindale, County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("**Site**") from the City pursuant to that certain Agreement For Purchase, Sale & Development of Real Property and Joint Escrow Instructions dated October 28, 2015 ("**Purchase-Sale Agreement**").

B. City entered into the Purchase-Sale Agreement in reliance upon Owner entering into these CC&Rs. Additionally, City has fee or easement interests in various streets, sidewalks and other property within the City and is responsible for the appropriate planning and development of land within the City in such a manner so as to provide for the health, safety and welfare of the residents of the City. That portion of the City's interest in real property most directly affected by these CC&Rs are public rights of way surrounding the Site.

C. City and Owner now desire to place restrictions upon the use and operation of the Site in order to ensure that the Site shall be developed and operated in accordance with the requirements set forth herein and in the Purchase-Sale Agreement.

D. It is the intent of City and Owner that these CC&Rs shall be recorded on title to the Site in the Office of the County Recorder for the County of Los Angeles, and that the terms hereof shall be binding on the Owner and its successors in interest in the Site until replaced with covenants applicable to the developed Site.

AGREEMENT:

NOW, THEREFORE, Owner declares, covenants and agrees, by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a common plan for the improvement and sale of the Site, and are established expressly and exclusively for the use and benefit of City, the residents of the City of Irwindale, and every person buying an interest in the Site.

1. DEVELOPMENT OF THE SITE

Owner has represented and hereby represents to City that it intends to and will develop the Site in compliance with the City's ordinances. Owner represents that it will cause the Site and Residential Area to be graded so as to allow for full development in compliance with the City's ordinances and in accordance with the applicable provisions of the Los Angeles Building Code, including, but not limited to Chapter 33 thereunder, as incorporated into the City's Municipal Code under Irwindale Municipal Code Chapter 15.04 (collectively "Applicable Building Codes") and that Owner will diligently pursue approval of the grading plan currently being processed by the County of Los Angeles, which serves as the City's Building Department.

Owner agrees to use, devote, and maintain the Site for (i) light industrial and commercial improvements on approximately two-thirds (2/3) of the easterly portion of the Site, including attendant streets, lighting, landscaping and other public improvements, and (ii) aesthetic landscaping in the Residential Buffer to be maintained in such a manner as to effectively and attractively screen the Residential Area from visual, noise and dust impacts associated with the Project. Owner shall maintain all landscaping in the Residential Buffer at its sole cost and expense in a manner so as to allow for an attractive, seamless and efficient tie to the Residential Area. The term Site, as used herein, includes the Residential Buffer.

2. MAINTENANCE.

2.1 General Maintenance Obligations. Following remediation and development of the Site in a manner consistent with the Commercial and/or Light Industrial Zone designation of the City, Owner, for itself and its successors and assigns, shall enter into a new covenant agreement to replace these CC&Rs, which shall require Owner to maintain and repair or cause to be maintained and repaired the Site (or such applicable portion of the Site) and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a first class condition of comparable properties in the Irwindale area and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owner's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such pavings at all times be kept in a level and smooth condition. Such conditions to be imposed

shall require the Owner to maintain the Property or cause the Property to be maintained in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of such portion of the Site.

2.2 Condition During Construction. During any period of remediation, grading or other construction activities, Owner, for itself and its successors and assigns, hereby covenants and agrees to maintain and repair or cause to be maintained and repaired the Site (or such applicable portion of the Site) in a safe condition, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owner's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) ground watering or other similar measures for the reasonable suppression of construction-related dust and air particulates; and (iii) employment of acoustical barriers, limited heavy construction hours, or other similar measures for the reasonable suppression of construction-related noise.

2.3 Parking and Driveways. The driveways and traffic aisles on the Site shall be kept clear and unobstructed at all times. No obstructions to vehicular or pedestrian traffic shall project into any of the driveways, traffic aisles, or pedestrian thoroughfares in such a manner as to unreasonably block ingress, egress and circulation or create a safety hazard.

2.4 Right of Entry. From and after the date(s) that Owner's obligations to maintain the Site commence under Sections 2.1 through 2.3, and in the event Owner, or its successors or assigns, fail to maintain the common area of the Site as set forth in Sections 2.1 through 2.3 above, and satisfactory progress is not made in correcting the condition within thirty (30) days from the date of written notice from City, City may, at its option, and without further notice to Owner, declare the unperformed maintenance to constitute a public nuisance. Thereafter, subject to the rights of tenants to perform the landscaping or maintenance pursuant to such tenant's lease, City, its employees, contractors or agents, may cure Owner's default by entering upon the Site and performing the necessary maintenance. The City shall give Owner reasonable notice of the time and manner of entry, and entry shall only be at such times and in such manner as is reasonably necessary to carry out these CC&Rs. The Owner, or its successors and assigns owning the affected portion of the Site, shall pay such costs as are reasonably incurred by City for such maintenance for the affected common area of the Site, including attorneys' fees and costs within thirty (30) days after receipt of a written invoice from City with supporting documentation for such costs.

Nothing in this Section 2.5 shall be construed to waive, limit or prevent the City from seeking all legal and equitable remedies for the abatement or prosecution of public nuisances found on the Site in the reasonable determination of a duly authorized official of the City, regardless of whether such nuisance conditions are located within a common area, tenant improvement, or any other portion of the Site.

2.5 Lien. If such costs incurred by City pursuant to Section 2.5 above are not

reimbursed within thirty (30) days after Owner's, or such successors or assigns, receipt of written notice thereof with supporting documentation as set forth in Section 2.5 above, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate equal to the lesser of ten percent (10%) per annum or the legal maximum until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorney's fees, shall be an obligation of the Owner or such successor or assign as well as a lien and charge, with power of sale, upon the property interests of Owner or such successor, and the rents, issues and profits of such property. City may bring an action at law against Owner or such successor obligated to pay any such sums or foreclose the lien against Owner's or such successor's property interests. Any such lien shall be created by recordation of a Notice of Claim of Lien against the affected portion of the Site and may be enforced by sale by the City following recordation of a Notice of Default of Sale given in the manner and time required by law as in the case of a deed of trust; such sale to be conducted in accordance with the provisions of Section 2924, *et seq.*, of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

Any monetary lien provided for herein shall be subordinate to any bona fide mortgage or deed of trust covering an ownership or leasehold interest in and to the Site or the applicable portion thereof, and any purchaser at any foreclosure or trustee's sale (as well as the transferee under any deed or assignment in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any monetary lien created by these CC&Rs, but otherwise subject to the provisions hereof; provided that, after the foreclosure of any such mortgage and/or deed of trust, all other assessments provided for herein to the extent they relate to the expenses incurred subsequent to such foreclosure and are assessed hereunder to the purchaser at the foreclosure sale, as Owner of the subject Site after the date of such foreclosure sale, shall become a lien upon the affected portion of the Site upon recordation of a Notice of Claim of Lien as hereinabove provided.

3. COMPLIANCE WITH LAWS.

3.1 State and Local Laws. Owner or its successors and assigns shall comply with all ordinances and regulations of the State or City applicable to the Site. Owner or its successors and assigns shall comply with all rules and regulations of any assessment district of the City with jurisdiction over the Site.

3.2 Environmental Conditions; Compliance with State and Local Soils Conditions Requirements. The Site consists of a former silt landfill. The fill of the former landfill comprising the Site is not adequately compacted requiring any construction on the Site to address soil compaction in the manner as may be required by the County of Los Angeles, the City's contract Building Department, at the sole cost, and responsibility of Owner or any successor owner of the Site, as further described in Section 1 above. Owner and its successor shall defend, save and hold the City and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, personal injury or death, which may arise, directly or indirectly, from the conditions described in this Section 3.2. Owner and its successors take the Site AS-IS with respect to all environmental conditions thereon, and shall be responsible for any defects in the Site, including, without limitation, the physical, environmental and geotechnical condition of the

Site, and the existence of any contamination, hazardous materials, underground storage tanks, vaults, debris, pipelines or other structures located on, under or about the Site, excepting that nothing herein shall be construed to require Owner or its successors to hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors of subcontractors.

4. OBLIGATION TO REPAIR.

If a portion of the Project shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty, Owner, or its successor with respect to the affected portion of the Project, shall either (i) promptly proceed to obtain any available insurance proceeds and take all steps necessary to begin reconstruction and, upon receipt of insurance proceeds and any applicable permits and approvals, to promptly and diligently commence and to thereafter pursue the repair or replacement of the affected portion of the Project to substantially the same condition as existed prior to such damage or destruction, or (ii) if Owner, or such successor with respect to the affected portion of the Site, elects not to restore or replace such improvements, such Owner or successor shall promptly remove all debris from the affected portion of the Site and place the affected portion of the Site in a clear and secure condition. City shall cooperate with Owner, at no expense to City, in obtaining any governmental permits required for the repair, replacement, or restoration of any improvements. Following any such event of damage or destruction, Owner, or its successor with respect to the affected portion of the Site, may also reconstruct such other improvements on the Site as are consistent with applicable land use regulations provided it shall obtain all legally required approvals from the City and other governmental agency or agencies with jurisdiction with respect to those improvements.

5. ENFORCEMENT.

In the event Owner defaults in the performance or observance of any covenant, agreement or obligation of Owner pursuant to these CC&Rs, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by City, or, in the event said default cannot reasonably be cured within said time period, Owner has failed to commence to cure such default within said thirty (30) days and thereafter fails to diligently prosecute said cure to completion, then City may declare an "Event of Default" to have occurred hereunder, and, at its option, may take one or more of the following steps:

5.1 By mandamus or other suit, action or proceeding at law or in equity, require Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of these CC&Rs; or

5.2 Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of Owner hereunder; or

5.3 Enter the affected portion of the Site and cure the Event of Default.

Except as otherwise expressly stated in these CC&Rs, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its 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 another party.

6. COVENANTS TO RUN WITH THE LAND.

Owner hereby subjects the Site to the covenants, reservations, and restrictions set forth in these CC&Rs. City and Owner hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Site. All covenants, without regard to technical classification or designation, shall be binding for the benefit of the City, and such covenants shall run in favor of the City for the entire term of these CC&Rs, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the CC&Rs, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land. City and Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Site by the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes of protecting the public health, safety and welfare.

Owner hereby agrees to hold, sell, and convey the Site subject to the terms of these CC&Rs. Owner also grants to the City, as a third party beneficiary hereof, the right and power to enforce the terms of these CC&Rs against the Owner and all persons having any right, title or interest in the Site or any part thereof, their heirs, successive owners and assigns.

7. INDEMNIFICATION.

Owner, while in possession of the Site, and each successor or assign of Owner while in possession of the Site, shall remain fully obligated for the payment of any property taxes and assessments applicable to its interest in the Site. Owner, and its successors and assigns, shall indemnify, defend and hold harmless City from and against any loss, liability, claim or judgment arising from their breach of the foregoing covenant. The foregoing indemnification, defense, and hold harmless agreement shall only be applicable to and binding upon the party then owning the Site or applicable portion thereof.

8. INSURANCE.

Owner covenants and agrees for itself, and its assigns and successors-in-interest in the Site, that during remediation, grading and related construction activities on the Site, Owner or such successors and assigns shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Owner and City, and shall provide City evidence reasonably acceptable to Executive Director and the City's Risk Manager of the existence of, the following policies of insurance:

8.1 Comprehensive General Liability Insurance. Owner 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 $5,000,000 per occurrence, $5,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

8.2 Workers' Compensation Insurance. If applicable, Owner shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000). Owner shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Owner be a sole proprietor, Owner will have to complete and submit a declaration of sole proprietor form to the City in lieu of proof of Workers' Compensation as it is not required for sole proprietors.

8.3 Automotive Insurance. Owner shall maintain automobile insurance at lease as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Owner arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $5,000,000 combined single limit for each accident.

9. ATTORNEY'S FEES.

In the event that a party to these CC&Rs brings an action against the other party hereto by reason of the breach of any condition, covenant, representation or warranty in these CC&Rs, the prevailing party in such action shall be entitled to recover from the other reasonable expert witness fees, and its reasonable attorney's fees and costs. 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, including the conducting of discovery.

10. AMENDMENTS.

These CC&Rs shall only be amended by a written instrument executed by both the Owner and City or their successors in title, and duly recorded in the real property records of the County of Los Angeles.

11. NOTICES.

Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

To City: City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Manager

With copy to: Aleshire & Wynder
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attn: Fred Galante

To Owner: M&A Gabaee
9034 West Sunset Blvd
West Hollywood, CA 90069
Attention: Mark Gabay

The notice shall be deemed given three (3) business days after the date of mailing, or, if personally delivered, when received.

12. SEVERABILITY / WAIVER / LENDER PROTECTION.

12.1 Severability. If any provision of these CC&Rs shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

12.2 Waiver. A waiver by either party of the performance of any covenant or condition herein shall not invalidate these CC&Rs nor shall it be considered a waiver of any other covenants or conditions, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

12.3 Owner's Breach Does Not Defeat Mortgage Lien. Owner's breach of any of the covenants or restrictions contained in these CC&Rs shall not defeat or render void or invalid the lien of any mortgage, deed of trust or other security interest encumbering the Site made in good faith and for value but, unless otherwise provided herein, the terms, covenants, conditions, restrictions, easements and reservations of these CC&Rs shall be binding and effective against the holder of such encumbrance whose interest is acquired by foreclosure, trustee's sale, deed or assignment in lieu thereof, or otherwise.

13. GOVERNING LAW.

These CC&Rs shall be governed by the laws of the State of California.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Owner has executed these CC&Rs by its duly authorized representative on the date first written hereinabove.

"OWNER"

M&A GABAEE, a California limited partnership

By: _____
Mark Gabay, Managing General Partner

APPROVED BY CITY OF IRWINDALE as third-party beneficiary to the CC&Rs:

City: CITY OF IRWINDALE, a municipal corporation

By: _____
Mark A. Breceda, Mayor+

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By _____
Fred Galante, City Attorney

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 _____, 2015, 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 in and for the State of California

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

EXHIBIT E

Schedule of Performance

	Item To Be Performed	Time For Performance	Agreement Reference
1.	Purchaser executes and delivers Purchase, Sale & Development Agreement ("PSDA") to Seller	Within 30 days of the Effective Date	
2.	Purchaser provides Seller with financial commitments to finance the Project	Within the Contingency Period	10.3
3.	Seller approves or disapproves financial commitments to finance the Project	Within 60 days of receipt of evidence of Purchaser's financial commitments	10.4
4.	Open Escrow	Within 3 days after execution of PSDA by Seller	2
5.	Seller delivers to Purchaser Title Insurance Commitment and Title Documents	Before Close of Escrow	5
6.	Purchaser approves or disapproves title exceptions	Within 30 days after delivery to Purchaser of Title Documents	5
7.	Seller delivers notice to Purchaser as to whether it will cure disapproved exceptions	Within 10 days after receipt of Purchaser's notice	5
8.	Purchaser submits land use entitlement applications for review, including site plans, floor plan, building elevations, materials board, and conceptual landscaping plan, and other discretionary actions for public hearing	Within 60 days after Close of escrow	10.2
9.	City Planning Commission approves or disapproves Purchaser's application for Approvals	Within 270 days of Purchaser's submittal of applications for Approvals	10.2
10.	City Council approves or disapproves Purchaser's application for Approvals	Within 60 days of Planning Commission decision	10.2

	Item To Be Performed	Time For Performance	Agreement Reference
11.	Purchaser prepares and submits to City construction plans, drawings and specifications prepared in accordance with City approvals	Within 60 days after City Council decision	10.2
12.	Seller provides plan check comments	Within 60 days of Purchaser's submittal; provided that Purchaser may request expedited review subject to payment of City's standard expediting costs	10.2
13.	Escrow Agent gives notice of fees, charges, and costs to close escrow	One (1) week prior to Closing	
14.	Deposits into escrow by Seller:		
	a) Executed Deed	On or before 1:00 p.m. on the business day preceding the Closing Date	4.2
	b) Payment of Seller's Share of Escrow Costs	On or before 1:00 p.m. on the business day preceding the Closing Date	
	c) Taxpayer ID Certificate	On or before 1:00 p.m. on the business day preceding the Closing Date	
	d) FIRPTA Certificate	On or before 1:00 p.m. on the business day preceding the Closing Date	
15.	Deposits into escrow by Purchaser:		
	a) The Deposit	Within 5 days after execution of PSDA	3.1
	b) The Purchase Price	On or before 1:00 p.m. on the business day preceding the Closing Date	2.3; 3.1

	Item To Be Performed	Time For Performance	Agreement Reference
	c) Payment of Purchaser's Share of Escrow Costs	On or before 1:00 p.m. on the business day preceding the Closing Date	
	d) Preliminary Change of Ownership Statement	Prior to Closing Date	
16.	Seller or Purchaser, as case may be, may cure any condition to closing disapproved or waived; or may cure any default	Within 30 days after date established therefore, or date of breach, as the case may be	11.1
17.	Close of escrow; recordation and delivery of documents	Within 60 days after Opening of Escrow	2.2
18.	Purchaser completes construction of a development project	Within 36 months after commencement of improvements, provided that Purchaser may complete project in phases consistent with market conditions.	10.2

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Purchaser and Seller. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The City Manager of Seller shall have the authority to approve extensions of time without City Council action not to exceed a cumulative total of 180 days.

EXHIBIT F

Consent to Agreement for Purchase, Sale and Development of Real Property

ATTACHMENT "V"

RESOLUTION NO. 2015-70-2799

A RESOLUTION OF THE CITY OF IRWINDALE APPROVING A PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS FOR THE SALE OF A PORTION OF PROPERTY KNOWN AS THE MANNING PIT LOCATED AT 5175 VINCENT AVENUE (APNs: 8417-034-904, 910 AND 911) TO M&A GABAEE, LLC, AND FINDING THE SALE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

A. RECITALS

WHEREAS, the approximately 35.4 acres of real property consisting of three parcels located at 5175 Vincent Avenue in the City of Irwindale, Los Angeles County, California, described as Assessor's Parcel Numbers 8417-034-904, 910 and 911, ("Site") and more particularly described in the Legal Description attached to the Purchase and Sale Agreement and Escrow Instructions accompanying this Resolution ("Purchase and Sale Agreement") was initially acquired by the Irwindale Community Redevelopment Agency ("ICRA") for redevelopment purposes; and

WHEREAS, the acquisition of the Site by ICRA was made using the former Low and Moderate Income Housing Fund ("LMIHF") to develop affordable housing on a portion of the Site. In light of the challenges and time required to secure reclamation of the Site, the ICRA subsequently transferred the Site from the LMIHF to the non-housing ICRA account using redevelopment set-aside funds. The goal was to secure a mix of housing and commercial or light industrial development upon Site reclamation; and

WHEREAS, the Site contained deleterious materials that included potentially contaminated soil with lead concentrations above the soluble threshold limit concentrations for lead; and

WHEREAS, the potential risks of having to dispose of any lead-contaminated soil was included in a May 16, 2013, appraisal report prepared by Mason & Mason; and

WHEREAS, on April 3, 2007, the ICRA issued a Request for Proposals ("RFP") for the Site's remediation, filling of abandoned mine pits, removal of contaminated soils, and other work (collectively, "Remediation") to accomplish future development of the Site. Dispatch Transportation, LLC dba Windrow Earth Transport ("Dispatch"), by way of its April 16, 2007, response to the RFP, proposed to remediate materials placed on the Site by the ICRA's former contractor as well as any third parties and perform a grading operation to bring the Site to street level; and

WHEREAS, during Dispatch's performance of the Remediation, a California State Supreme Court ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), resulted in the outright elimination of all 425 redevelopment agencies in the State of California. The dissolution procedures under ABX1 26 include a process for the disposition and/or transfer of assets, including property holdings of former redevelopment agencies. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for asset management/disposition/transfers. Pursuant to ABX1 26 and AB 1484, the City serves as Successor Agency to the ICRA following the adoption by the City Council of the City of Irwindale Resolution No. 2012-08-2547, adopted on January 11, 2012; and

WHEREAS, on December 13, 2013, the City, Dispatch, and M&A Gabaee, LLC ("Buyer") entered into an Exclusive Negotiating Agreement ("ENA") by which the parties agreed to negotiate the sale of a portion of the Site, which portion excludes approximately 10 acres along the western boundary ("Sale Parcels"), by the City to the Buyer for a future light industrial and/or commercial development. It was agreed that the future development would include light industrial and commercial improvements including attendant streets, lighting, landscaping and other public improvements as well as a landscaped "buffer area" ("Residential Buffer") to separate the development's industrial components from the residential area; and

WHEREAS, under AB 1484, the Site is subject to the disposition process requiring the State Department of Finance ("DOF") to approve a Long Range Property Management Plan ("LRPMP") prepared by the Successor Agency describing the proposed sale of properties owned by the Successor Agency, including the Site. The transfer of the Site by ICRA to the City was approved by DOF via DOF's approval of the LRPMP on August 8, 2014. Therefore, on August 27, 2014, the Site was purchased by the City from the Successor Agency for the then-current fair market value, as confirmed by the May 16, 2013, appraisal report prepared by Mason & Mason; and

WHEREAS, based on the above finding, the City wishes to sell the Sale Parcels and M&A GABAEE, LLC ("Buyer") wishes to purchase the Sale Parcels; and

WHEREAS, the City Attorney prepared a Purchase and Sale Agreement ("Agreement") for the Sale Parcels between the Buyer and the City in order to commence a period of ninety days (90) days for the Developer to perform its due diligence and obtain all necessary approvals ("Contingency Period"), and provided that the Developer has been diligently pursuing its due diligence investigations of the Site and obtaining the Approvals the City Manager shall be authorized to grant an one or more extensions for and on behalf of the City Council in his/her sole and absolute discretion ("Extended Contingency Period"); and

WHEREAS, the Agreement establishes that the intent is for the Developer to purchase the Sale Parcels from the City at the proposed price of $3,058,571.43 for future development of light industrial facilities to be approved by the City separately; and

WHEREAS, any proposed future project will be required to consistent with the City's General Plan and Zoning Code. Based on the existing land use designation, future proposals shall be light industrial and/or commercial in nature and shall include improvements to enhance the aesthetics of the surrounding neighborhood and protect the residential uses. Improvements shall include but not be limited to, attendant streets, lighting, landscaping, decorative perimeter walls, and other public improvements ("Project"). The Project shall include a landscaped "buffer area" ("Residential Buffer") to separate the Project's industrial components from the residential areas.

WHEREAS, the sale of the Sale Parcels does not compel any specific development or project, but does make approval of a project a condition to the sale subject to separate compliance with the California Environmental Quality ("CEQA") Act when such project is presented to the City for consideration; as such, the sale qualifies as exempt per Section 15378(b)(4) of the CEQA Guidelines as the Agreement is considered a "government funding mechanism or other governmental fiscal activity which do not involve any commitment to any specific project"; a general rule exemption also applies per Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

B. RESOLUTION

NOW, THEREFORE, the City Council of the City of Irwindale hereby finds, determines, and resolves as follows:

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

SECTION 2. The sale of the Sale Parcels to Buyer pursuant to the Purchase and Sale Agreement provided with this Resolution is in accordance with Ordinance No. 695.

SECTION 3. The City and the Buyer now desire to enter into the Agreement to provide for the sale of the Site from the City to the Buyer for future project development. In accordance with Irwindale Charter Section 607(j) and Irwindale Municipal Code Section 3.44.160, the City has considered the sale of the Site pursuant to the Agreement for the full, appraised fair market value and finds that the sale is appropriate to further the City

Council's goals of providing for economic development of underutilized and blighted property in the City.

SECTION 4. The City Council approves the sale of the Sale Parcels to Buyer for the full fair market value of $3,058,571.43 pursuant to the terms of the Agreement provided with this Resolution and authorizes the City Manager to execute same and other documents as necessary to consummate such sale, subject to the approval of the form of such Agreement and related documents by the City Attorney.

SECTION 5. The proposed Project will result in a significant economic opportunity. The Site will be revitalized from an extreme blighted condition, including the excavation of contaminated soils and back-filling of clean fill for abandoned mining pits. The Project is likely to result in employment of City residents, substantial increases in tax revenues to the City, and provide other amenities. The City acknowledges the public benefit of such results and wishes to encourage expansion of job opportunities in the City. The Agreement is in accord with applicable state and federal laws and is in the vital and best interests of the community, will serve the health, safety, and general welfare of the City of Irwindale, and their citizens, will serve to strengthen the City's land use and social structure, and alleviate economic and physical blight within the City.

SECTION 6. The sale qualifies as exempt per Section 15378(b)(4) of the CEQA Guidelines as the Agreement is considered a "government funding mechanism or other governmental fiscal activity which do not involve any commitment to any specific project"; a general rule exemption also applies per Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Community Development Director is directed to file the appropriate Notice of Exemption.

SECTION 7. The City Clerk shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED AND ADOPTED this 28th day of October, 2015.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2015-70-2799 duly adopted by the City Council of the Irwindale, at a regular meeting held on the 28th day of October, 2015, by the following vote:

AYES:	Councilmembers:	Ambriz, Garcia, Miranda, Ortiz, Mayor Breceda
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers	None

Laura M. Nieto

Laura M. Nieto, CMC
Deputy City Clerk

01005.0024/272434.1

ATTACHMENT "W"

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

OCTOBER 28, 2015
WEDNESDAY
5:30 P.M.

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

ROLL CALL:

Present: Councilmembers Albert F. Ambriz, Julian A. Miranda, H. Manuel Ortiz; Mayor Pro Tem Manuel R. Garcia; Mayor Mark A. Breceda (arrived at 5:35 p.m.)

Also present: William Tam, Acting City Manager / Director of Public Works / City Engineer; Eva Carreon, Director of Finance; Fred Galante, City Attorney; Anthony Miranda, Police Chief; Gus Romo, Director of Community Development; Elvie Balderrama, Human Resources Manager, and Laura Nieto, Deputy City Clerk

RECESS TO CLOSED SESSION

At 5:30 p.m., the City Council recessed to Closed Session to discuss the following:

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

Property:	5175 Vincent Avenue (Manning Pit) Southwest corner of Vincent Avenue and Arrow Highway
Negotiating Parties:	John Davidson, Fred Galante, and Dispatch Transportation, LLC
Under Negotiation:	Price and terms of sale
ACTION:	Update provided; no reportable action taken
Property:	5500 N. Peck Road, East Side of Peck Road, between Clark St. and Live Oak Avenue (APN 8352-005, 001, 004)
Negotiators:	William Tam, Acting City Manager; Fred Galante, City Attorney
Negotiating Parties:	City of Irwindale and Jean M. Cates, et al.
Under Negotiation:	Price and terms of potential acquisition
ACTION:	Update provided; no reportable action taken

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

Case Name:	City of Irwindale v. Monat
Case Number:	LASC BS148389
ACTION:	Discussed; no reportable action taken

Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: Acting City Manager

ACTION: Discussed; no reportable action taken

RECONVENE IN OPEN SESSION

At 6:30 p.m., the City Council reconvened in Open Session.

CHANGES TO THE AGENDA

None.

COUNCILMEMBER TRAVEL REPORTS

None.

ANNOUNCEMENTS

COUNCILMEMBER ORTIZ

Councilmember Ortiz announced that he recently attended a Gold Line meeting, where it was stated that the Gold Line will begin operating by March 5, 2016. He added that he also attended a water workshop and requested that the directors of the local water department provide occasional updates to the Council regarding any changes in prices of water.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz stated that he participated in the Halloween Spooktacular event that the Recreation Department recently held. He also congratulated staff on how well the recent housing lottery was run.

MAYOR BRECEDA

Mayor Breceda concurred with Councilmember Ambriz, commended staff, and congratulated the new homeowners.

INTRODUCTION OF NEW EMPLOYEE

None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

CHAMBER OF COMMERCE BUSINESS OF THE MONTH – SANTA ANITA PARK

CHAMBER OF COMMERCE BUSINESS OF THE MONTH – SANTA ANITA PARK

The presentation was made.

CHAMBER OF COMMERCE QUARTERLY UPDATE

CHAMBER OF COMMERCE QUARTERLY UPDATE

The update was provided.

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA — Dena Zepeda thanked Councilmembers Miranda, Ortiz, and Acting City Manager Tam for their roles in the housing program, and complained about the high cost of housing.

MAYOR BRECEDA — Mayor Breceda acknowledged the work of the entire City Council on the housing project.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Ortiz, seconded by Councilmember Ambriz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved, Councilmember Miranda and Mayor Breceda abstaining on Item No. 1E.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held September 23, 2015
2) Regular meeting held October 14, 2015

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
INVESTMENT QUARTERLY REPORT

INVESTMENT QUARTERLY REPORT (Joint Item with Successor Agency and Housing Authority)

The Investment Quarterly Report for September 30, 2015, was received and filed.

ITEM NO. 1D
DECLARATION OF SURPLUS EQUIPMENT

DECLARATION OF SURPLUS EQUIPMENT

RESOLUTION NO. 2015-66-2795 ADOPTED

Resolution No. 2015-66-2795, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DECLARING A VEHICLE AS SURPLUS AND AUTHORIZING DISPOSITION OF THE SURPLUS VEHICLE," was adopted, and the listed police vehicle was determined to be surplus and the City Manager or his designee was authorized to dispose of the property in accordance with Irwindale Section 3.44.150 of the Municipal Code through auction or transfer to another government agency.

ITEM NO. 1E APPROVAL OF PARCEL MAP NO. 72832 – JUAREZ ST.	APPROVAL OF PARCEL MAP NO. 72832 – JUAREZ STREET (Continued from October 14, 2015) 1) Parcel Map No. 72832 was approved and the City Clerk, City Treasurer, and the City Engineer were authorized to sign the map on behalf of the City; and 2) the City Engineer was directed to submit Parcel Map No. 72832 to the Los Angeles County Registrar Recorder's office for recordation and return a recorded copy of this Tract Map to the City Clerk's Office; Councilmember Miranda and Mayor Breceda abstaining.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A PURCHASE AND SALE AGREEMENT FOR THE SALE OF A PORTION OF CITY-OWNED PROPERTY KNOWN AS THE MANNING PIT	PURCHASE AND SALE AGREEMENT (PSA) FOR THE SALE OF A PORTION OF CITY-OWNED PROPERTY KNOWN AS THE MANNING PIT LOCATED AT 5175 VINCENT AVENUE (APNs 8417-034-904, 910, and 911)
CITY ATTORNEY GALANTE	City Attorney Galante discussed the staff report and spoke on future plans for the site.
MAYOR BRECEDA	Mayor Breceda spoke highly of this project and said that it will mean a great deal to the city in the long run.
COUNCILMEMBER ORTIZ	Responding to a question by Councilmember Ortiz, City Attorney Galante advised that it is likely that the proceeds from the sale should be received by the city before the end of 2015, with said proceeds going to the city's unrestricted general fund. Councilmember Ortiz also asked about future plans for the 10 acres of the subject lot that the city will retain, to which Acting City Manager Tam indicated that it is reserved for some type of residential or compatible-type use.
CITY ATTORNEY GALANTE	City Attorney Galante added that the future Council could decide to place a park, or some other type of recreational use, if it so wishes.
COUNCILMEMBER ORTIZ	Councilmember Ortiz asked when it is anticipated that the pit will be filled, to which Acting City Manager Tam indicated that the operator has been actively filling the site since 2010 and that they've completed about 83% of the entire site. Based on the progress and the availability of fill material, it is projected to be completed in about a year and a half.

Councilmember Ortiz thanked staff for expediting this project and recognized Councilmember Miranda for his vision in filling the pit.

COUNCILMEMBER ORTIZ

Councilmember Miranda thanked Councilmember Ortiz for his kind words and acknowledged that this was a team effort. He added that he would not exclude setting up some type of municipal service at the 10 acre site that the city would retain. He also asked for clarification about landscaping at the site, to which City Attorney Galante advised that section of the agreement that he referenced applied only to the area outside of the landscape buffer. The landscape buffer would be the developer's obligation, but anything within the residential area would be the city's obligation.

ACTING CITY MANAGER TAM

Acting City Manager Tam advised that the owner's portion of the landscaping requirement will be subject to city zoning codes and approval by the Planning Department.

FRED BARBOSA

Fred Barbosa asked whether Dispatch Transportation will accept liability for any structural damage done to the houses on Allen Drive, to which Acting City Manager Tam advised that the issue has been discussed with the contractor and that they are actively trying to reach out to the property owners to make the necessary repairs.

SUZANNE GOMEZ

Suzanne Gomez encouraged the Council to continue having meetings with residents to ascertain their concerns on current and future projects. She congratulated the Council on the advancements it has recently made.

DENA ZEPEDA

Dena Zepeda thanked the Council for this project.

RESOLUTION NO. 2015-70-2799 ADOPTED

Resolution No. 2015-70-2799, entitled:

"A RESOLUTION OF THE CITY OF IRWINDALE APPROVING A PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS FOR THE SALE OF A PORTION OF PROPERTY KNOWN AS THE MANNING PIT LOCATED AT 5175 VINCENT AVENUE (APNs: 8417-034-904, 910, and 911) TO M&A GABAEE, LLC, AND FINDING THE SALE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT," was passed, approved, and adopted, reading by title only and waiving further reading thereof, thereby authorizing the execution of a Purchase and Sale Agreement and Escrow Instructions ("Purchase and Sale Agreement or PSA") with M & A Gabaee, LLC, a California limited liability company ("Buyer"), for sale of a portion of the City-owned property known as the "Manning Pit" consisting of three parcels located at 5175 Vincent Avenue, on the motion of Mayor Breceda, seconded by Councilmember Ambriz, and unanimously approved.

OLD BUSINESS

None.

PUBLIC HEARINGS None.

CITY MANAGER'S REPORT

ACTING CITY MANAGER TAM — Acting City Manager Tam reminded everyone of the temporary closure of the 210 onramp at Irwindale Avenue.

MAYOR PRO TEM GARCIA — Responding to a question by Mayor Pro Tem Garcia, Acting City Manager Tam advised that this portion of Irwindale Avenue needs improvements due to increased traffic levels, which itself is due to the Gold Line project. Additional onramps will be constructed to provide additional capacity for vehicles and to relieve traffic congestion on Irwindale Avenue. There will probably not be any cosmetic construction done on the berm hillside, though it will likely be cleaned up.

MAYOR BRECEDA — Mayor Breceda asked staff to take into consideration that there may be vermin escaping the houses that are to be demolished, which may try to infest neighboring houses. He also spoke on the need to water palm trees along Arrow Highway near Live Oak Avenue, and to replace a damaged irrigation control box, to which Acting City Manager Tam indicated that the area is actually maintained by the Speedway, and that staff will work with Speedway management to see if it can be fixed or replaced.

FRED BARBOSA — Fred Barbosa asked that staff check into a eucalyptus tree on Park Rose whose branches have been breaking.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:17 p.m.

Laura M. Nieto

Laura M. Nieto, CMC
Deputy City Clerk

Approved as presented at the meeting of November 11, 2015.

ATTACHMENT "X"

ORDINANCE NO. 726

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADDING CHAPTER 3.50 (DEVELOPMENT IMPACT FEES) TO TITLE 3 OF THE IRWINDALE MUNICIPAL CODE TO ESTABLISH DEVELOPMENT IMPACT FEES FOR NEW DEVELOPMENT

A. RECITALS.

(i) The City of Irwindale (the "City") provides public services and constructs and maintains public improvements for the benefit of residents, businesses, and employees within the City; and

(ii) In June 2008, the City adopted an update to the City of Irwindale General Plan, which anticipates and plans for new development in the City through the year 2020; and

(iii) New development generates impacts on public services, public facilities, and community amenities for which revenues generated through property taxes and other means are generally insufficient to accommodate; and

(iv) If additional capital facilities and public services are not added as development occurs, the existing facilities and services will not be adequate to serve the community. This could result in adverse impacts, such as inadequate public safety services, inadequate traffic safety and transportation improvements, inadequate parks and recreation facilities, as well as inadequate other general government facilities; and

(v) To prevent undesirable consequences, and to reduce the impacts of new development on capital facilities, equipment, and services, the City's capital facilities must be constructed, and the City's public services must be provided, at a rate which will accommodate the expected growth in the City; and

(vi) The development impact fees established by this Chapter will be imposed upon development projects for the purpose of mitigating the impact of the development on the ability of the City to provide specified public improvements and services; and

(vii) The City has caused to be prepared a City of Irwindale Final Draft Development Impact Fee Study, dated June 5, 2018 ("Fee Study"). The Fee Study is on file with the City Clerk; and

(viii) The Study identifies the development potential of the City from the year 2018 until 2040; identifies seven (7) categories of capital facilities and equipment required to serve and accommodate new development; and provides a summary of the portion of each improvement category's costs that can be funded by new development; and

(ix) The seven (7) categories of capital facilities and/or equipment that will be funded by the development impact fee established by this Ordinance are: (1)

Administrative Facilities; (2) Transportation Facilities; (3) Library Facilities; (4) Storm Drain Facilities; (5) Police Facilities; (6) Sewer Facilities; and (7) Parks and Recreation Facilities. These capital facilities and equipment are needed to promote and protect the public health, safety and general welfare within the City, to facilitate orderly urban development, to maintain existing levels of service, and to promote economic and social well-being.

(x) The City Council has relied upon the factual information, analysis, and conclusions in the Fee Study in adopting this Ordinance.

(xi) It is the City's intent and desire to have developers pay for their fair share of public costs associated with new development while at the same time facilitating growth that is in the public interest;

(xii) All legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

SECTION 1. The City Council finds that the above recitals are true and correct and are hereby incorporated herein by this reference.

SECTION 2. The City Council finds that this Ordinance is statutorily exempt under Sections 15273(a)(1) (Rates, Tolls Fairs and Charges), as well as Sections 15061(b)(3) and 15378(b)(4) of Title 14 of the Code of California Regulations.

SECTION 3. The City Council hereby finds and determines that this Ordinance complies with the requirements of the Mitigation Fee Act (the Act), contained in California Government Code Sections 66000 *et seq*.

SECTION 4. Chapter 3.50 (Development Impact Fees) shall be added to Title 3 of the Irwindale Municipal Code and shall read as follows:

Chapter 3.50 Development Impact Fees

Sections:

3.50.010 Authority.
3.50.020 Findings, Purpose, and Applicability.
3.50.030 Definitions.
3.50.040 Establishment of Development Impact Fees.
3.50.050 Calculation and Payment of Development Impact Fees.
3.50.060 Exemptions and Credit for Existing Development.
3.50.070 Fee Adjustment.
3.50.080 Fee Revenue Accounts.
3.50.090 Distribution of Impact Fee Funds.
3.50.100 Periodic Review and Inflation Adjustment.
3.50.110 Fee Revision by Resolution.
3.50.120 Regulations.

Section 3.50.010 Authority.

This Chapter 3.50 of the Irwindale Municipal Code may be referred to as the Development Impact Fee Ordinance and is adopted pursuant to the police power of the City and under Government Code Section 66000 *et seq.* (Mitigation Fee Act), as amended. All words, phrases, and terms used in this Chapter shall be interpreted in accordance with the definitions set forth in the Mitigation Fee Act, unless otherwise specifically defined herein.

Section 3.50.020 Findings, Purpose and Applicability.

A. The City has prepared a Fee Study. It demonstrates, and the City Council finds, that there is a reasonable relationship between the purpose for which the fees established by this Ordinance are to be used and the type of development projects on which the fees are imposed, and between the amount of the fees and the cost of the facilities attributable to the development on which the fees are imposed.

B. It is the intent of the City that the fees required by this Chapter shall be supplementary to any conditions imposed upon a development project pursuant to other provisions of the Municipal Code, the Subdivision Map Act, the California Environmental Quality Act, other state and local laws, which may authorize the imposition of project specific conditions on development.

C. It is intended that, as further provided for in this Chapter, every person who develops or redevelops land in the City pay development impact fees established by this Chapter, as provided herein. No developer, property owner, or other person or entity shall be eligible to receive a building certificate of occupancy unless such developer, property owner, or other person or entity has first complied with all applicable provisions of this Chapter.

D. This Chapter shall apply to all Development Projects in the City. This Chapter shall not apply, however, to a Development Project for which an application for a Development Project was submitted and deemed complete by the City prior to June 27, 2018.

Section 3.50.030 Definitions.

For the purpose of this Chapter, the following terms shall have the meaning set forth herein:

A. "Applicant" means the person(s) or legal entity or entities, who may also be the property owner, who is applying for a building permit.

B. "City" means the City of Irwindale.

C. "Development" or "Development Project" means any manmade change to improved or unimproved real property, the use of any principal structure or land, or any other activity that requires issuance of a development permit or building permit.

D. "Development Impact Fee" means each and all of the development impact fees established by this Chapter.

E. "Development Impact Fee Study" and "Fee Study", as used in this Chapter, mean the Final Draft Development Impact Fee Study dated June 5, 2018 and any present and future amendments, additions, and updates to said Fee Study, all of which are deemed included in such definitions as used in this Chapter, which is on file with the Community Development Department and the City Clerk.

F. "Public Facilities" means public facilities identified in the Study, including a capital improvement project list and cost estimates of the public facilities, which may be funded by the Development impact fees, and may include public improvements, public services, and community amenities.

Section 3.50.040 Establishment of Development Impact Fees.

A. It is the purpose and intent of this section to implement a unified development impact fee program to fund the acquisition, design, and construction of certain public facilities necessary to serve new development within the City.

B. The public facilities to be funded by the development impact fees are in the following categories:

a. Administrative Facilities;

b. Transportation Facilities;

c. Library Facilities;

d. Storm Drain Facilities;

e. Police Facilities;

f. Sewer Facilities; and

g. Parks and Recreation Facilities.

C. Except as otherwise provided in this Chapter, an Applicant for a building permit proposing a development shall pay the Development impact fees identified in Section B above according and pursuant to the procedure set forth in this Chapter.

D. The amount of each development impact fee shall be as established by resolution of the City in accordance with the procedures set forth in state law.

E. The Development Impact Fees imposed under this Chapter are in addition to any other fees, dedications, construction requirements, or other exactions imposed as a condition of approval for a development project, or under the provisions of any state or federal law, or other provisions of this code, or City resolutions and policies.

F. The City may impose such additional conditions of approval as are necessary or appropriate to implement the purposes of this Chapter.

Section 3.50.050 Calculation and Payment of Development Impact Fees.

A. The amount of the charge due under this Chapter shall be determined at the time of submittal into building plan check for the project. Following project submittal the City shall provide the applicant with a notice in writing, a statement of the amount of the fees and notification of the 90-day appeal period in which the applicant may protest the imposition of the fees. Said notice shall be in substantially the following form:

> "The conditions of project approval for your project, identified as _____, include development impact fees, more specifically described as: _____ (identification of the amount of the fee). The applicant is hereby notified that the 90-day protest period to challenge such fees has begun as of the date of the fee imposition, which date was _____."

B. If the applicant fails to file a protest regarding the fees, as specified in California Government Code § 66020, the applicant shall be legally barred from later challenges.

C. The full amount shall be due and payable to the City on the date of final inspection or the date of the issuance of the certificate of occupancy, whichever occurs later. No developer, property owner, or other person or entity shall be eligible to receive building permits, nor any occupancy permits, for any development project unless the provisions of this section have first been complied with for that project. The requirements of this section are hereby imposed as a condition of development approval for each development project in addition to being a requirement of this code.

D. No certificate of occupancy shall be granted for the project, no one shall occupy the new dwelling unit or the new nonresidential building area, and no utility connections shall be permitted until the fees required by this Chapter are paid in full.

E. When improvement plans include more than one land use type, the impact fee shall be calculated separately for each land use type.

Section 3.50.060 Exemptions and Credit for Existing Development.

For public facilities constructed as part of a development project, the City Council may establish policies and procedures for granting credit against a development impact fee or providing for reimbursement from development impact fees paid by other developers. Such policies and procedures shall be established by City Council resolution.

Section 3.50.070 Fee Adjustment.

An applicant for any project subject to the Development impact fees described in this Chapter may apply to the City Council for an adjustment, reduction, or waiver of the development impact fee based upon the absence of any reasonable relationship between the impact on public facilities of that development and either the amount of fee charged or the type of facilities to be financed. Such requests shall be subject to the process outlined below:

A. The application shall be made in writing and filed with the City Clerk not later than the time for filing of the request for a building permit.

B. The application shall state in detail the factual basis and legal theory for the claim of waiver, reduction or adjustment. The applicant shall bear the burden of proof of presenting substantial evidence to support the request for an adjustment or waiver.

C. The City Council shall consider the application at a public hearing held within sixty (60) days after the filing of the fee adjustment application. The decision of the City Council shall be final.

D. If a reduction, adjustment, or waiver is granted, any change in use within the project shall invalidate the waiver, adjustment, or reduction of the fee.

Section 3.50.080 Fee Revenue Accounts.

Pursuant to Government Code Section 66006, an Impact Fee Reserve Account is hereby established for each fee category. The fees paid to the City pursuant to the provisions of this Chapter shall be deposited into the appropriate Impact Fee Reserve Account and used solely for the purpose described in this Chapter. All monies deposited into the Reserve Accounts shall be held separate and apart from other City funds. All interest or other earnings on the unexpended balance in the Reserve Account shall be credited to the Reserve Account.

Section 3.50.090 Distribution of Impact Fee Funds.

All monies and interest earnings in each of the Impact Fee Reserve Accounts shall be expended on the construction and related design and administration costs of constructing public facility improvements and purchasing land and equipment identified in the Fee Study. Such expenditures may include, but are not necessarily limited to the following:

A. All direct and indirect costs incurred by the City to construct facility improvements pursuant to this Chapter, including but not limited to, the cost of land and right-of- way acquisition, planning, legal advice, engineering, design, construction, construction management, materials and equipment.

B. Costs of issuance or debt service associated with bonds, notes or other security instruments issued to fund facility improvements identified.

C. Administrative costs incurred by the City in establishing or maintaining the Impact Fee Reserve Accounts required by this Chapter, including but not limited to the cost of studies to establish the requisite nexus between the fee amount and the use of fee proceeds and yearly accounting and reports.

Section 3.50.100 Periodic Review.

The City shall comply with the annual and five-year reporting requirements of the Mitigation Fee Act. For facilities to be funded by a combination of impact fees and other revenues, identification of the source and amount of these non-fee revenues shall be included in the report. Identification of the timing of receipt of other revenues to fund the facilities is also important.

Section 3.50.110 Fee Revision by Resolution.

The amount of the Development impact fees and the formula for the automatic annual adjustment established by this Chapter may be reviewed and revised periodically by resolution of the City Council in accordance with the procedures set forth in state law. This Chapter shall be considered enabling and directive in this regard.

Section 3.50.120 Regulations.

The City Manager, or her/his designee, is authorized to adopt written administrative regulations or guidelines that are consistent with and that further the terms and requirements set forth within this Chapter."

SECTION 5. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this chapter. The City Council declares that it would have adopted this chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 6. Publication. The Chief Deputy City Clerk shall cause this Ordinance to be published in the manner required by law.

SECTION 7. Effective Date. The Mayor shall sign and the Chief Deputy City Clerk attest to the passage of this Ordinance. The Chief Deputy City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall go into effect and be in full force and effect sixty (60) days from its date of adoption.

PASSED, APPROVED AND ADOPTED this 11th day of July, 2018.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

State of California }
County of Los Angeles } ss.
City of Irwindale }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify that the foregoing Ordinance No. 726 was duly introduced at a regular City Council meeting held on the 27th day of June 2018, and adopted at a regular meeting of the City Council held on the 11th day of July 2018, by the following roll call vote:

AYES:	Councilmembers:	Ambriz, Ortiz, Mayor Breceda
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Burrola, Garcia
ABSTAIN:	Councilmembers:	None

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 726, adopted by the City Council of the City of Irwindale at its regular meeting held July 11, 2018, to be posted at the City Hall, Library, and Post Office on July 17, 2018.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated: July 17, 2018

ATTACHMENT "Y"

IRWINDALE COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

August 09, 2021
Wednesday
6:32 P.M.

The Irwindale **PLANNING COMMISSION** met in adjourned meeting at the above time and place.

PLEDGE OF ALLEGIANCE	I pledge allegiance to the Flag of the United States of America and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.
INVOCATION	Father God, we thank you for this day. For this time. For your protection. We ask you to guide us, give us wisdom, justice eternal. Amen.
CHAIR TAPIA	Roll call.
ROLL CALL:	Present: Commissioners; Robert E. Hartman; Richard Chico; Suzanne Gomez; Vice Chair Enoch Burrola; Chair Arthur R. Tapia Also present: William Tam, City Manager; Adrian Guerra, City Attorney; Jamie Traxler, Assistant City Attorney, Marilyn Simpson, Community Development Director; Arsanious Hanna, City Engineer/Building Official; Daniel Co, Engineering Technician; Iris Espino, Economic Development Coordinator; Elizabeth Rodriguez, Public Works Services Manager; Berlyn Aguila, Administrative Secretary

ANNOUNCEMENTS

CHAIR TAPIA	Any comments to make?
ADMINISTRATIVE SECRETARY AGUILA	No comments, thank you.

SPONTANEOUS COMMUNICATIONS

CHAIR TAPIA	We move to Spontaneous Communication. This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Commission discussion or action as such communications unless the Commission by majority finds that a catastrophe or emergency exists. Number 2, the Commission by at least four votes, finds the matter in need for action thereon arose within the last five days. Since Commission cannot accept as stated, it is requested that such communication can be made in writing, as to be included in the next agenda for full discussion and action. If a member of the audience feels as if he or she, must proceed tonight then each

	speaker will be limited to three minutes, unless such time limits are extended. If anyone on the audience wishes to say anything on Spontaneous, which is not related to tonight's Public Hearing could you please raise your hand.
ADMINISTRATIVE SECRETARY AGUILA	Chair Tapia, we do have quite a few individuals who have raised their hands. I will now be unmuting Erald Deli.
CHAIR TAPIA	Go ahead sir.
ADMINISTRATIVE SECRETARY AGUILA	Mr. Deli you are self-muted.
ERALD DELI	I would like to support the project going forward.
CHAIR TAPIA	This is not the time, this is Spontaneous Communication. When we open up the Public Hearing, for this particular item then you can raise your hand again.
ERALD DELI	Okay will do, thank you very much.
ADMINISTRATIVE SECRETARY AGUILA	The next individual who I will be unmuting will be Carmen Roman.
CARMEN ROMAN	Hello.
ADMINISTRATIVE SECRETARY AGUILA	Hey, we can hear you.
CARMEN ROMAN	I am not talking about this subject because it is listed in the Agenda tonight. But when we get to the subject, I would like to know if you could summarize or go over the key points, because it was a very long meeting last time. I don't think we want to go back to square one. Maybe you can consider going over key points. Thank you.
CHAIR TAPIA	Thank you, next.
ADMINISTRATIVE SECRETARY AGUILA	The next member of the public that I will be unmuting is Dena Zepeda.
FRANK ROJO	I will wait for the public to speak.
ADMINISTRATIVE SECRETARY AGUILA	There are no more hands raised.
CHAIR TAPIA	Okay at this time we will close Spontaneous Communications.

PUBLIC HEARINGS

ITEM NO. 3C — GENERAL PLAN AMENDMENT NO. 02-2017; SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2017 (MARK GABAY, FIVE POINTS, LLC).

CHAIR TAPIA — At this time we will open up the Public Hearing for General Plan Amendment No. 02-2017; Site Plan and Design Review (DA) No. 04-2017. But before we do that, we have to have a process of drawing straws. Between three of the commissioners here, since we live within 1,000 feet of the project. Staff.

ASSISTANT CITY ATTORNEY TRAXLER — Thank you Mr. Chair, good evening Commissioners. Yes, it is my understanding that for this item which involves property located at 5175 Vincent Avenue. Three Commissioners have a financial interest in real property located, more than 500 feet but less than 1,000 feet from the property line. So I will give you the general rule regarding Conflicts of Interests, no public official at any level of local government shall make, participate in making, or in any way attempt to use his or her official position, to influence a governmental decision in which he or she has reason to know they have a financial interest. A public official has a financial interest in a decision, if it is reasonable foreseeable that the decision will have a material financial effect on the official, or a member of his or her imitate family that is distinguishable from its effect from the public generally. If the interest is not especially involved in the decision a financial impact or effect is reasonably foreseeable, if the effect can be recognized as a realistic possibility in more of a hypothetical or theoretical. A financial effect need not be likely to occur, to be considered reasonably foreseeable. It is my understanding that three commissioners have a financial interest in real property, located more than 500 feet but less than 1,000 feet from the property. Those are Chair Tapia, Commissioner Chico, and Commissioner Gomez.

CHAIR TAPIA — Could you repeat those feet again, please?

ASSISTANT CITY ATTORNEY TRAXLER — Yes. A financial interest in real property located more than 500 feet but less than 1,000 feet from the property line. So under the regulations there are several factors, we must go through to determine whether this decision will have a material financial effect. I will go through those with each of you and will give you my recommendation. Then you will be able to make a determination whether or not to recuse yourselves. I will start with Mr. Chair. There is a material financial effect on the property, if the decision would change whether positive or

negative the property's development potential and income producing potential, highest and best use, character, by substantially altering traffic levels, intensity of use, parking, view, privacy, noise levels, air quality, or the market value.

CHAIR TAPIA — Do you have the number of feet, the distance I am from the site?

ASSISTANT CITY ATTORNEY TRAXLER — Yes, Mr. Chair. I have here that the property is 963 feet away from the property line of the project. Which is within the 500 to 1,000 feet.

CHAIR TAPIA — Thank you.

ASSISTANT CITY ATTORNEY TRAXLER — You are going to recuse yourself?

CHAIR TAPIA — Pardon?

ASSISTANT CITY ATTORNEY TRAXLER — You are going to recuse yourself?

CHAIR TAPIA — Yes.

ASSISTANT CITY ATTORNEY TRAXLER — Okay. It is my recommendation that you recuse yourself. Yes. Commission Chico, I will go through the same materiality factors. There is a material financial effect if the decision would change whether positive or negative the property's development potential, income producing potential, highest and best use, character, by substantially altering traffic levels, intensity of use, parking, view, privacy, noise levels, air quality, or the market value. I have here for the record the amount of feet for your property. Your property is located 717 feet from the property line.

COMMISSIONER CHICO — I understand that. What are my options?

ASSISTANT CITY ATTORNEY TRAXLER — Your options are to recuse yourself, or you could participate in the decision.

COMMISSIONER CHICO — Well if he recuses himself, she recuses herself, and I recuse, what are we left with?

ASSISTANT CITY ATTORNEY TRAXLER — We are left without a quorum, and we would have to draw straws. Same as the last time.

COMMISSIONER CHICO: I like to go with the straws.

ASSISTANT CITY ATTORNEY TRAXLER: Okay. Separate and apart from the financial conflicts the City Attorney's Office has been informed that Commissioner Gomez, signed a petition against the project as a member of the public in 2019. In an abundance of caution it would be my recommendation, that you recuse yourself also from the drawing of straws. However, the final decision is up to you.

COMMISSIONER GOMEZ: I have a question.

ASSISTANT CITY ATTORNEY TRAXLER: Yes.

COMMISSIONER GOMEZ: The 2019 petition was particular to the information prior to this most updated Environmental Review Report, is that correct?

ASSISTANT CITY ATTORNEY TRAXLER: Yes, that is correct.

COMMISSIONER GOMEZ: I need a moment.

ASSISTANT CITY ATTORNEY TRAXLER: We can take a recess, Commissioner, if you like.

CHAIR TAPIA: We are going to take a short break.

Recess

CHAIR TAPIA: We reconceive at this time. The meeting is called to order again.

CITY ATTORNEY GUERRA: Thank you Mr. Chair, so prior to the break we did go through the conflicts of interest analysis for Commissioner Chico, Gomez, and Chair Tapia. One additional factor is a petition that was signed by Commissioner Gomez. We are advising that she further recuse herself on that basis, and I will go into further detail. From my understanding, there was a petition regarding an earlier version of this project in 2019. There is an argument, and even though I believe Commissioner Gomez will be true, independent, and unbiased in making the decision, if she were to make the decision. There is a case that came out a few years back involving the City of Sacramento, were a Council Member

had provided his or her opinion about the project, before it actually went to the City Council. The project was challenged on that bases that he went biases. The court said, you know what he is biased because he had already provided his view on the project. In an abundance of caution, and Commissioner Gomez wants to do what's in the best interest of the City, to avoid any exposure of litigation on that bases, she has agreed to recuse herself from the drawing, if she is selected. With that I think that we will move forward with the drawing of straws.

COMMISSIONER CHICO — We have just two victims?

ADMINISTRATIVE SECRETARY AGUILA — Just for the record, Chair Tapia selected the shortest straw.

CHAIR TAPIA — How are you Mr. Burrola?

VICE-CHAIR BURROLA — Hanging in there. Can you hear me?

CHAIR TAPIA — Yes.

VICE-CHAIR BURROLA — I just want to apologize. I am feeling sick. I have a cough and slight fever. I did not want to be there with you guys and spread it all, so I decided to stay home. I didn't want to drag this meeting out any longer, than it needs to be.

CHAIR TAPIA — Thank you sir. Okay at this time staff. Staff well have the presentation at this time, followed by the developer.

COMMUNITY DEVELOPMENT DIRECTOR SIMPSON — Thank you Chair and Commission, the request before you tonight from the applicant, Mark Gabay, Five Points LLC, is a request for a General Plan amendment to change a designation from a portion of a property located at 5175 Vincent Avenue from residential to industrial/business Park. And a Site Plan and Design Review (DA) for the construction of a 545,735 square-foot concrete tilt-up building. The Site is zoned M2, Heavy Manufacturing, and the General Plan designation is Industrial/business park. A little bit of the background and the history of this, is that mining of the 26-acre site began in the 1930's and was completed in the 1970's. The City acquired the northern portion of the pit in the late 1980's, from LA County. Then the City began backfilling the site with a variety of construction materials and inert materials. In 2007, Windrow Earth Transport was awarded the contract to perform remediation of the site. On November 6, 2008, the Planning Commission approved a CUP and adopted a Mitigated Negative Declaration (MND) for the remediation and filling of the former Manning Pit. In 2009, the Planning Commission approved modification, to modify the hours of operation of the filling. Operations began

approximately in May 2010, and were completed in April of 2019. In December 2013 the City, Windrow Earth Transport, and the Developer entered into an Exclusive Negotiating Agreement (ENA). That stated that the subject property, was to be developed to include light industrial and/or commercial development. On October 28, 2015, the City and the developer, Five Points, entered into an agreement for the purchase, sale and development of the property. This PowerPoint just shows the existing site that has been filled. As I mentioned this application includes a General Plan amendment, there is a portion of the site that is towards the eastside, approximately just under 7-acres in here, still on a General Plan map had it identified as residential. We believed that, that was a map error due to the type of technology that we had at the time, when they were designating the site separating the 10-acres that is off of Allen and the subject property, 5175 Vincent. So the project description, it's proposed for the construction of single building 545,735 square-foot concrete tilt-up, with associated passenger vehicle and truck parking. The building consists of approximately 10,000 square feet of office. 5,000 square feet ground floor and 5,000 square feet on the mezzanine. There was a Community Meeting that was held on August of 2018, the Planning Division hosted the meeting over at the Irwindale Community Center. The purpose of the meeting was to provide an opportunity to review and comment on the proposal, ask questions and review the process. The meeting was well attended and several areas of concern were identify. There was also a Tribal Consultation that was held on December of 2018, with the representatives for the Kizh Nation. Originally the project was look at via CEQA, with a mitigated negative declaration and it was determined after some of the comments had come in, after the Community Meeting and after public notification of the meeting that an Environmental Impact Report would be prepared for this. So a Scoping Meeting in February of 2020, to gather information for the scope of the environmental document to be prepared. And additional public outreach was provided, this was a non-City sponsored community event that was held on July 15, 2021 at Family Christian Church. This was a Community Meeting that was hosted by the applicant. Also the applicant's team distributed approximately 1,500 flyers to nearby Irwindale and County of Los Angeles neighborhoods, and followed up with door-to-door direct contact. The project includes, also a Site Plan and Design Review this is a signal building concept that you see. The development standards for this in the M2 zone, the Front Yard Setback minimum requirement is 20 feet, what is being proposed is a set back from Vincent between 167 feet to 205 feet. Side Yard Setback in the M2 is zero, the applicant is proposing between 75 feet and 93 feet. A Rear Yard Setback is that there is no minimum requirement in the M2 zone, the applicant is proposing 155 feet to 196 feet setback. The building height in the M2 zone there is not a maximum building height, the applicant is proposing a 51 foot maximum height of the building. The proposed project has

been looked at with the desire design elements, with the commercial and industrial Design Guidelines that include incorporating towers, at the end of the building as focal points. Breaking up the expansive exterior walls with architectural projections, and details around the windows including arches. There are arched parapets and multi-color palette that are in compliance with the commercial and industrial Design Guidelines. On the top of the screen, this is showing the east elevation and what you will see, form Vincente that is showing the trail end and the screening. The east elevation without the screen wall is showing on the lower portion. For landscaping a minimum of 10 percent is required, per the Municipal Code, and 10 percent is being provided. The landscaping includes a combination of parking lot shade trees, shrubs, and groundcover. There is a proposed overhead trellis to act as an architectural feature, which also supports vertical landscaping and provides additional visual screening of the trailer court. So access and circulation to the site are provided via a two driveways, on the north site of the side and along the south side. Parking for the property, the project requires 183 stalls and what is being proposed is 199 standard sized stalls. There is also parking that is being provided for bicycle. There are 18 bicycle parking stalls and space for 181 trailer stalls. The current Irwindale Municipal Code does not have a minimum stall size for trailers; however, the proposed stalls measure 10'-0 x 53'-0 which is adequate for trailer parking. One of the alternatives that was look at, instead of a single building, was a three building concept that you see here. The three building concept, it does not have as great building buffers between the property line, but it does exceed the minimum requirements for the Irwindale Municipal Code. The applicant would like the single building concept, but they have provided information on the three building concept. The elevation would remain the same with tower features that would be on each end of the building. It would include the aches some of the other detailing and the color palette. As part of this I mentioned that CEQA, the environmental analysis, so as part of staff presentation we have the environmental consultant, Steve McMurtry from De Novo, who is here as part of staff presentation. Who will go into the detail of the CEQA Analysis?

STEVE MCMURTRY

My name is Steve McMurtry. I live in 3590 Falkirk Way, El Dorado Hills. I am Steve McMurtry, I am a Principal Analyst with De Novo Planning Group. I was one on primary authors/mangers of the Environmental Impact Report. I have just a few slides I wanted to take you through. Starting with a little bit about CEQA, just to start with a background with that CEQA is, and what an EIR is. Then we will talk about a little bit of the process. Then I wanted to wrap it up with the discussion of the Findings of Facts and the Statement Overriding Considerations. What those are, what they mean, and why they are presented to you? So starting here. What is CEQA? At its core, it is a public process. When the legislatures wrote the law, the intent was to

try to develop a more, to foster an inner agency coordination process. At the time, it was more the cities and counties, who were making a decision on their own, and this law brought in other agencies and it also enhanced public participation. It created a process to bring the public into the overall process, for decision makers to consider. It is a requirement to disclose 21 environmental topics. We analyzed the topics and disclose what the impacts are relative to that topic, if a project were to be developed. Also at its core, is to try to through the analysis, to try to prevent environmental damage. This is done in a couple of different ways. First and foremost we develop mitigation measures. The intent of the mitigation measure is to try and avoid an impact, as possible or to try and minimize an impact if it is feasible. Also to try to minimize environmental damage, you develop alternatives to a project. It is a requirement to reduce an environmental impact of at least one environmental topic, through any alternatives that are considered. Lastly, CEQA requires, the intent is to disclose reasons for approving a project with significant environmental impacts. If you take a project, you've disclosed that there is environmental impacts and ultimately you approved that project, you need to do two things. You have to adopt the Findings of Facts and you also need to make Statement of Overriding Considerations. I will go into detail a little bit more of each of those two topics, on some later slides here. Jumping into an EIR. An EIR is an informational document, its lot of information much more substantial than a Mitigated Negative Declaration. The intent is to take a lot of technical studies, to bring it into one document, synthesis it in sorts of laitance terms, and disclose it to the public and also to decision makers. What an EIR is not, it is not intended to be persuasive to deny a project, or to get a project approved. It is truly a neutral document. So again it is not for or against a project, it is just there to disclose the facts for decision makers to consider. The context of an EIR, it starts with a project description. Each chapter, each environmental topic is going to have a setting which is sort of your baseline conditions that exist, at this point in time. There is also a regulatory setting, this is a summary of all of the rules and laws at the state, federal, and local levels that apply to a certain environmental topic. Then you jump into the actual analysis, the impact analysis. Within that analysis, also you need to consider cumulative topics. What would the impacts be if a project were approved, when you consider all other projects that are either already developed or approved and not yet developed? Lastly it includes an alternatives analysis. Which I mentioned is a way, to try to mitigate environmental impacts, if feasible. Jumping into the Environmental Review Process, the original decision was to prepare a Mitigated Negative Declaration and this type of decision is pretty common based on some statutes that refer to deterring statutes. There are a variety of statutes within the CEQA guidelines. 15183 is one that allows projects that are consistent with the General Plan for which an EIR is certified, to be exempt from further environmental review that has already been disclosed in that

certified General Plan EIR. The caveat is, in certain circumstances there are nuances to that project that were not known at the time of the original EIR certification. The CEQA guidelines requires you to analysis those special circumstances or those circumstances that were not known at that time and disclose those facts to the public. That is disclosed through a variety of environmental documents. Mitigated Negative Declaration is the most common, it can be through supplemental or subsequent Environmental Impact Reports. The terring statutes apply to all the cities, and it is pretty common to move forward with projects, if you make that determination that the project is consistent, with the General Plan as long as the General Plan EIR is certified. That decision was made early on. The Mitigated Negative Declaration went out for a thirty day public review period, and during that period we received feedback from both the public and also from public agencies. The interest was that, this project really required more detailed level of analysis in the EIR. Regardless of whether there is significant unavoidable impacts, or there is triggers and warrants for an EIR. The idea was to do a more detail level of analysis in the EIR. The City staff made the decision to move forward with the EIR. In February of 2020, a Notice of Preparation was prepared and circulated to the public. A Notice of Preparation is a document that you send out to really initiate the EIR process. What it is doing is, it lets the whole world know that you are going to prepare an EIR. It also lets the world know what the scope for that EIR is, so what environmental topics are you going to analysis. It is also a step in the process to try to get feedback from the public, to try to help you if you miss something within your scope. If there is something else that should be studied. Part of that is through written comment, and part of that is also through a Scoping Meeting. An in person Scoping Meeting that is held during that 30 day public review period. We held a Scoping Meeting on February 20th, 2020, to solicit any feedback relative to the scope and any environmental topics, that we should be analyzing and ultimately we move forward to the preparation of the draft EIR. After the NOP process, as we were preparing the draft EIR we did some inner agencies consultation. We met and had a variety of discussions with the local Air Quality Management District, and also with the Attorney General's Office. We had multiple meetings. They were most interested in air quality topics. The Air District wanted to review the models, the modeling data, the inputs, and assumptions that we made in both the health risk assessment, which is a dispersion model and also the Caleemode, which is what you use to analyze criteria pollutant. They reviewed that and ultimately bedded and approved that use of the model that we included within the Environmental Impact Report. The Attorney General's Office was also very concern with having diesel particulates, which come out of semi-trucks, so close to some of the neighboring residents. They looked at ways you can revised the designs, which ultimately lead to the three building alternative. The three building alternative, the purpose of it, was to take

the diesel trucks that would be idling and using the bays on the outside, which is closes to Vincent Ave and the residents and move them to the inside so that they were sort of buffered from the actual building. It created a large separation, and also there is a level of abatement in the dispersion of air admissions, if you concentrated them in the middle of the site. That alternative was developed through recommendations from the Attorney General's Office. Ultimately we use what received form the NOP process, the Scoping Meeting, and that inner agencies consultation process and we develop the Environmental Impact Report. As I mentioned before, there is a variety of technical studies that are included in those. The most notable; air quality, noise, and traffic studies that were prepared. Those were included as an appendix, but they also have their own chapter, within the EIR that really synthesizes all of the modeling data and sort of the technical information the EIR chapter. That document was finalized and ultimately published with a notice of availability. That document is letting the whole world know that we prepared in this EIR. You have the opportunity to review it and provide comments. There is a 45 day public review period for people to comment on during that period we received, 11 comment letters. After the public review period is over, we break down each individual comment within the letter and we prepare a detail response. We acknowledge what the comment is, in certain cases you point them to certain pages in the EIR were a topic was analyzed. In some questions a question or a comment that they made calls for an edit to the text of the draft EIR. That edit is made in the form of an errata. An errata is sort of a consolidated document that takes the text that is being revised. It shows it in a track changed form so underline text for anything that is added, a strict through text for anything that is being deleted. All of that is in the final EIR. The last component of the final EIR is Mitigation Moderating and Recording Program. What this is, it takes all of the mitigation measures from the draft EIR, and also any edits that were made and reflected in the errata, and consolidates it into a single document. That document, the purpose of it is ultimately if the project were to be approved, to use that document as the project use to develop. So it identifies the timing, when that mitigation measure needs to be implemented, and who is responsible for doing the mitigation measure. Also monitoring that the mitigation measure was actually performed. That is the final EIR. The last part is the Findings of Fact and the Statement of Overriding Considerations, which I'll discuss here on the following slide. Findings of Fact, there are defined in 15090, and there is a series of CEQA guidelines in sort of in chronology. You'll see changing one digit at the end there that takes you through the Findings of Fact and the Statement of Overriding Considerations. 15090 requires an EIR to be certify before project approval. The subsequent statue 15091, requires findings to be made for each identified significant impact, so each topic that is analyzed. There is three findings that can be made. First and foremost changes or alterations have been required in or incorporated

into such project which avoid or substantially lessen the significant environmental effect, as identified in the final EIR. Such changes or alterations are within the responsibilities of jurisdiction of another public agencies, and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted, by such other agency. Lastly, and this really ties in to the Statement of Overriding Considerations, is a specific economic, legal, social, technological, or other considerations including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Environmental Impact Report. Those are the Findings of Fact. Statement of Overriding Considerations under 15092 allows the lead agency to make a decision of whether or how to approve or carry out a project after considering the Findings of Fact. It says that the agency may approve a project, with significant and unavoidable effects, if there are specific economic, legal, social, technological, or other considerations that outweigh those significant and unavoidable effects. CEQA guidelines 15093 requires the lead agency to document and substantiate any sub determination, in the Statement of Overriding Considerations as part of the record. Where we are going with this is, there was one topic that we identified. Concluded that there was a significant and unavoidable environmental impact. I am going to go with a little bit of more detail on that. Why we made that determination. A little bit of background on that conclusion. It was under air quality impacts and it is important to know that all the other environmental topics that were analyzed in the EIR were determined to be less than significant or they were reduced to an insignificant level with the implementation of the mitigation measures. Jumping into air quality. We concluded under four environmental questions that there were significant unavoidable impacts. The first impact 3.2-1 the proposed project has the potential to conflict with or abstract implementations of an air quality plan. 3.2-2 the proposed project operation has the potential to expose sensitive receptors to substantial pollutant concentrations, or result in a cumulatively considerable net increase of any criteria of pollutant. For which the project regent is in nonattainment under applicable federal or state ambient air quality standards. Impact 3.2-5 the proposed project has the potential to cause substantial adverse effects on human beings either directly or indirectly. The last one, impact 4.2, which is cumulative impact on the region's air quality. It is important to dive into that a little bit more, and why we came up with that conclusion. When we ran the air quality model, based on the project as proposed also including some mitigation measures that were recommended by the Attorney General's Office, the local Air Quality Management District, and the California Air Resources Board. We found that the nitrogen dioxide thresholds were exceeded. There were a variety of mitigation measures that are incorporated in but the model told us that the nitrogen dioxide emissions exceeded the thresholds that were

established by the local Air Quality Management District. A couple of things that are really important to note, the local Air Quality Management District has approved a regulation called the Omnibus regulation. What this does is, it requires engines, the NO_x the nitrogen dioxide emissions coming out of engines, to be cut by 75 percent below the current standards by 2024. That is not happening in engines yet, but it is anticipated in two and a half years that, that Omnibus regulation will go in effect. That reduction alone is going to bring the total emissions to below the threshold. On top of that the Omnibus regulation extends to 2027. By 2027 there is a 90 percent below current stands reduction. So the rule, in also in addition to those NO_x reductions it also places nine additional regulatory requirements on new heavy duty trucks and engines, so semi-trucks. The reason I bring that up is that the existing of this regulation, and that it is going to happen in the existing foreseeable future, might lead you to a conclusion that it is really not a significant or unavoidable impact. It is less than significant when you adopt both the mitigation measures and regulations that are sort of going to reduce the emissions to below the threshold. What we did is, we took a very conservative approach to this conclusion. What we said is that the city is not in charge of this regulation, it is not operational yet. There is no indications that it won't become operational or go into effect, or actually reduce the emission but the city does not control that. Because it is not guaranteed by the City, we concluded that the facts did not fully support the insignificant conclusion, that there would be an argument that somebody could make, that it is not guarantee and that the conclusions should be significant and unavoidable. Our final conclusion, a very conservative conclusion was that it would be a significant and unavoidable impact. I know that it is debatable on which way the ultimate conclusion could go, but we felt that it was important to disclose to the public that it was not a guarantee by the City and the City did not control that. So the air quality Statement of Overriding Considerations, as a mentioned in 15093, there is a requirement for the City to adopt Statement of Overriding Considerations anytime that they approve a project that has significant and unavoidable impacts. What it does is it asks the City's decision makers a question. It is, does the City find that detrimental environmental air quality effects are outweigh and counter balanced by the economic, legal, social, technological, or other considerations generated by the project. For each one of those topics, we have identified a bullet point for consideration. Under the land use and zoning consideration, the City established a general plan land use and zoning, to accommodate the City's needs for growth. This site was designated and zoned for industrial type uses, which are what is proposed. Legal considerations, there is a purchase and sales agreement and a transfer of the property from the City to the applicant with disclosure, the propose of the use would be industrial or commercial type of uses. Economic considerations, project land uses are attended to generate jobs and tax revenue. Project increase, the

project would increase local jobs that could be served by citizens of Irwindale reducing the number of citizens commuting. The project would generate tax revenue that the City would not otherwise benefit from, if the project was not develop. Social considerations, these are job creating uses, industrial opportunities, and tax benefits that would be anticipated to improve the overall quality of life in the City of Irwindale. Environmental considerations, environmental detriments have been minimized to the extend feasible through mitigation measures. An important consideration is that the air quality environmental detriments that are anticipated are anticipated to be further reduce by the federal and local regulations specifically the Omnibus regulation which is a 75 percent reduction of NO_x by 2024. Which would actually reduce the impact to an insignificant level, really deeming Statement of Overriding Considerations even a moot point. But as I mentioned we made that conservative finding. With that said I will turn it back to Marilyn.

COMMUNITY DEVELOPMENT DIRECTOR SIMPSON

Thank you, Steve. So again the project requires a General Plan Amendment and a Site Plan and Design Review. As far as the Plan amendment to change a designation from a portion of a property operation, there prospective use is currently unknown and any of the uses would be look at, with the Irwindale Municipal Code with permitted or conditionally permitted uses. However, there were three uses that have been expressly excluded for this site that includes fulfillment centers, parcel hubs and any cold storage. Staff's recommendation would be to adopt Resolution No. 803(21) recommending that the City Council certify the FEIR, adopt the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program. The other recommendation is to adopt Resolution No. 804(21) recommending that the City Council approve General Plan Amendment No. 02-2017. And finally adopt Resolution No. 805(21) recommending that the City Council approve Site Plan and Design Review No. 04- 2017 subject to the proposed Conditions of Approval for the single or three building alternative. With that if the Planning Commissions direction should be the three building alternative then there are a few additional modifications that would need to be made to the conditions of approval to be included. Staff would be prepared to review those with you. With that, that concludes staff's presentation. We are available for comments and questions. We do have the applicant's representatives here when the Public Hearing opens.

CHAIR TAPIA

I don't have any questions. Thank you for the presentation, thank you for both of the presentations. Is there anyone else that would like to say anything on behalf of the project? You have to come up to the podium.

CITY ATTORNEY

Before we move forward I would just like to make sure that

GUERRA — Commissioner Burrola did not have any questions, for staff at this time. Or the consultant.

CHAIR TAPIA — Okay. Commissioner Burrola?

VICE-CHAIR BURROLA — Chair, I do have questions pertaining more to the General Plan. Is this a time to discuss it?

CHAIR TAPIA — Okay. Commissioner

VICE-CHAIR BURROLA — Chair, I do have questions pertaining more to the General Plan. Is this a time to discuss it?

CHAIR TAPIA — It may not be the time to discuss it but time to ask for clarification.

VICE-CHAIR BURROLA — Correct. If you bear with me, I have several question on the General Plan.

CHAIR TAPIA — Okay.

VICE-CHAIR BURROLA — This is more towards, I guess, to the staff. I just want to start by saying, it seems that we always amend the City's official documents i.e. the General Plan to accommodate property owner or developments. We should have the developers or the property owner follow our guidelines more closely. Why does it seem like we are always rushing to develop sites? We should take our time and follow the General Plan accordingly. I am not saying that they didn't, but I am just saying these are the things I found. On page 37 of the General Plan, is the Community Development Plan it states, "The City is committed to the development of a Comprehensive Land Use Plan that will enhance the City's livability and economic base for future generations." Going on to Policy 3, "The City of Irwindale will continue to ensure that the type, location, and intensity of all new development and intensified developments adhere to the requirements that are specified, for their particular land use category and the General Plan. Which brings me to the Zoning Conforming Program on page 39 which states, "The City will continue to review the City's Ordinance and the subdivision Ordinance of the Municipal Code, to insure that the development standards are consistent with those identified in this Community Development Element. The City will initiate appropriate changes to the Zoning Map to ensure that it is consistent with the Community Development Element." Going further with Element 17 page 38, "The City of Irwindale will continue to encourage a balance of commercial uses to avoid an over concentration of uses to best serve the residents, employee population, and business community." In fact policy 8 states, "The City of Irwindale will promote and support development of a regional commercial center." What concerns me is that on table 2-1 on page 24, shows that only 2.5 percent of total land

	is devoted to commercial major land use. That is a very low number considering other cities. If you look at that table that is concerning. Anyways so, we can change this with all the new mine sites that are being developed are being filled for future developments including the Manning Pit. Furthermore, the General Plan talks about a Civic Center Specific Plan. I guess this is for staff. Have we developed this plan? Is this site in question part of this plan because it should be given? The future development falls very close to our Civic Center, our Recreation Center, our Parks, and our future housing. I suggest we slow down and we refer back to the General Plan a little closer and look more closely at the Zoning Comforting Program, the Community Development Projects 17 and 8, Civic Center, and Specific Plan. That's all I have right now.
CHAIR TAPIA	Any explanation or anything from staff?
VICE-CHAIR BURROLA	There is no explanation at this time that is needed.
CHAIR TAPIA	That is just your comment?
VICE-CHAIR BURROLA	Correct.
CHAIR TAPIA	Okay, if there is no further comments we are going to open up the Public Hearing at this time. We will take a five minute, recess at this time.
Recess	Chair Tapia recessed the meeting at 7:44 p.m.
Reconvened	Chair Tapia reconvened the meeting at 7:51 p.m.
CHAIR TAPIA	Okay, we will reconvene at this time. The meeting is now back in order. At this point in time we will open up the Public Hearing. State your name and address for the record please.
OPEN PUBLIC HEARING	At 7:52 p.m., Chair Tapia opened the public hearing.
SARAH WITHERS	Thank you Chair and Commissioners, my name is Sarah Magana Withers and address is 9034 Sunset, West Hollywood. Thank you for giving us the opportunity to come before you today. It has been a long road. We have been very, very committed to the City of Irwindale. We are a family owned company. We have been in business over 40 years and this is a long term holding for us. As you know we have been here for a long time. Many of you may have been familiar with Brett MacDonald, our former Project Manager, unfortunately, he unexpectedly passed away earlier this year, so I have taken over this

project and I will see it through the end. Let me go ahead and proceed I have a few comments. For over fifteen years, the City of Irwindale has work on backfilling and transforming the 35-acres former manning pit into a clean compatible use. Many legal and financial challenges have been overcome by the City's partnership with our company, who helped the City backfill the former manning pit. Paid millions of dollars to settle law suits against the City, and provided 10-acres of the property to the City for its future use and development. Recently the City Council requested there staff to prepare a report, for their Council consideration, to review and discuss the designated uses of the City owned 10-acres. It is important to understand the City's long-term partnership and agreement with Five Points for the development of this 25-acres light industrial uses, This has been going on since 2005. We stepped in, in approximately 2013 right after the Redevelopment Agencies were dissolved, by the State of California. In 2013 the City went out and appraised the site. The experts estimated a potential lead contamination on the property, which would amount anywhere from 11 to 19 million dollars.

CHAIR TAPIA — I want to tell this to the public, who can raise their hands. She is not limit to three minutes because she is disclosing. She is letting you know the history of the company, and what they have done in order to prepare for this presentation. This is a presentation but it is based on the open Public Hearing. Just in case you are wondering why is she taking so long? This is the reason why.

SARAH WITHERS — Yes sir.

CHAIR TAPIA — Can you hold up for just a second?

SARAH WITHERS — Thank you sir. As I mentioned right after the 19 million dollar appraisal, for the cleanup of the property, we stepped in. In 2013, Waste Management also sued the City accusing the City of violating its own schedule for the filling of the former manning pits in the city. That same year the City approved an exclusive negotiating agreement, with our company Five Points and Windrow Earth Transport. Five Points assumed financial and environmental risk for the manning pit, for mitigation and reclamation. That is something that is very important. Basically the City was off the hook at that point. In October 2015, the City approved the Purchased Sale and Development Agreement, to sell the manning pit to Five Points. Establishing the community benefits of the blight removal requiring reservations of 10-acres to the City, and stating that the future project shall be light industrial and are commercial in nature with aesthetic enhancements. In 2017, our company Five Points, paid 2.1 million dollars to help the City settle with Waste Management and applied to the City with development of light industrial. In 2019, the California Attorney General requested an EIR which delayed the project. We went ahead and we agreed to the EIR

to make sure that crossed all the t's and dotted all the i's. In 2021, the site is ready for light industrial development. If we move forward, or actually when we move forward with this project with your approval, the 25 acres will be developed into either three buildings or the one building. We obviously prefer the one building. We feel that with the significant set backs on the property, which is four times larger than what we will be provided for the setbacks on the other three. We feel that it would be better. When we did our community outreach the community was very much in support of having those setbacks. With the three and the way the code is written it is only required to have twenty feet with the one building proposal it's over a 125 feet set back, so it is very significant. During construction we project that there will be over 500 temporary construction jobs and between 250 and 500 permanent local jobs. That is not meaning that it will be directly here but there are impacts throughout the community. The most important thing is that we have been a partner for many years. We have listen to the community. We want to continue to be very transparent. We want to make ourselves available. This is something that is a long term holding for us. We are community stakeholders we are not going anywhere. A very important manner to remember is that we designed the project that is by right. That is per the code. The mapping error that was presented earlier that is something that is within the city, to be able to clean up at this time. If you have any questions we are here. We will remain available at any time for you. Thank you very much.

CHAIR TAPIA — For the people in the audience who will be raising their hands and you heard the presentation. You will also be given a chance to ask questions, when we start with the audience. I want to thank you for that. That will make it less complicated.

SARAH WITHERS — Thank you sir. We also have Matt Hanks our Project Attorney here to answer any questions. Thank you.

MATTHEW HINKS — Hey, good evening I am Matthew Hanks 1900 Avenue of the Stars Los Angeles, CA. I just wanted to highlight a couple of things. To make the Commission aware of the posture of which this project comes before the Commission. This is somewhat of an unusual posture for a project to come before you. This is not a typical applicant driven development project. You've heard reference to the Purchase and Sale Agreement and the contracts between the City and Five Points. I just wanted to highlight the Purchase and Sale Agreement, some aspects of the agreement. I wrote you a letter a couple of weeks ago discussion the Purchase and Sale Agreement. I hope you had an opportunity to read it. I hope you had an opportunity to flip through the Purchase and Sale Agreement. There is a few highlights that I wanted to bring to your attention, in the agreement. There is a property that my client, Five Points, has paid over three million dollars to the City in order to purchase. It was purchased and sold for the specific purpose of

developing a commercial or light industrial development on the site. Which is exactly the project that you have before you. The agreement quite clearly provides that the site shall be developed with light and/or commercial uses. The City representative and warranted in the agreement, that a light industrial project is consistent with the General Plan and consistent with the Zoning Ordinance. The agreement further provides that the City has already approved the conceptual plans and scope of development upon which this project is based. This is a commitment that the City has already made to this project. A commitment that my client has made to the City as well, in the form of millions of dollars in terms of purchase of the property, in terms of cleanup of the site, and in terms of assisting the City in certain legal obligations. What's before you here tonight? There is a Site Plan Review that is before you. There is a Design Review. What I would submit to you that the use of the project for an industrial development like this, is not really before you tonight. That is something that the City Council has already passed, on in the Purchase of Sale Agreement. In terms of the General Plan Amendment as staff has already pointed out, that was just a mapping error. I know that there was questions about whether or not this project was consistent, with the General Plan. As I pointed out the City has already representative warranted that it is. The only reason why we are here asking for a General Plan amendment is because of a simple mapping error. It was always the intent, as I understand it, maybe staff can help explain that a little better, but the intent was that the project site was always intended industrial. This is a project that is consistent with the General Plan. It is consistent with the Zoning Ordinance. It is something that my client has already invested in. In reliance upon the obligations that the City made to the project. I am also here to answer any questions.

CHAIR TAPIA

Thank you. I have a question for our staff. I want to make sure I understand this. I read and I heard two different things tonight about the 10-acres. One was that it was granted to us. The other one before we purchased it. I like to know what the standing is on the 10-acres.

COMMUNITY DEVELOPMENT DIRECTOR SIMPSON

The 10-acres was part of the manning pit, the entire site, and at the time, I believe, when the filling and remediation came about that at the same time in 2008 when we were doing the General Plan and the Housing Element, we identified the 10-acres that is off of Allen Street to be identified as residential. At the same time they were filling the entire manning pit they were also filling the 10-acre side as well. That was the City's portion in that. My understanding is that the 10-acres was not part of the Sells Agreement for that. It was excluded from the Purchase and Sell Agreement. It was the 26-acres.

CHAIR TAPIA

The first speaker said that it was granted to us by them.

COMMUNITY DEVELOPMENT

They did the filling of that. They did not purchase the entire site. Basically 35-acres, was the entire Manning pit.

DIRECTOR SIMPSON

CHAIR TAPIA — Did they purchase the entire acres?

COMMUNITY DEVELOPMENT DIRECTOR SIMPSON — I have to look at the details of the PSA, but I believe it was only the 26-acres that was purchase. The agreement included filling the 10-acres for use for residential purposes for the City.

CHAIR TAPIA — In the past it was stated that we sold the 25-acres so that we could make sure we have enough money for the housing, the 10-acres. All I want to know is who was it purchased by? Was it granted to us by the same people that have the 25-acres now? What is the real story here?

COMMUNITY DEVELOPMENT DIRECTOR SIMPSON — In October 28, 2015 as the part of the Purchase and Sells Agreement for the sale of the City owned property of what was called the Manning Pit. One of the criteria was retention by the city of approximately 10-acres of the site. In those it says, "The City will retain approximately 10-acres on the west side of the site for residential and other compatible uses." I guess, we are look at the site as a whole, the Manning Pit.

CHAIR TAPIA — It wasn't granted to us?

COMMUNITY DEVELOPMENT DIRECTOR SIMPSON — No. Well.

CHAIR TAPIA — That is what I wanted to clarify. Yes sir.

CITY MANAGER TAM — Chair, members of the Commissions if I may. The city, as Director Simpson explained, we own the entire site, during the execution of the Purchase and Sales Agreement, we retained the 10-acres of the entire site. We only sold to the developer the remaining, so it is roughly about 26-acres. So we retained the 10-acres.

CHAIR TAPIA — Thank you very much that answers my question. Anyone else? I wish that the speakers that came up we could have had them before I opened up the Public Hearing that would have probably gone a little smother, but that is okay. If anyone is there that needs to say anything else, please come up to the podium so that you can be heard. Other than that I am going to open it up to the audience. At this particular time it is open to the audience. For starters, can you please state your concerns and then later you can ask questions. We will open it up again for three minutes so that you can ask the participants that came up, to describe their program and everything. That is the way we are

going to perceived tonight. One thing I want to say before we get started, is that all of this processes have a chain of command and so nothing can be approved by our Attorney, our City Manager, our Planning Department, the Planning Commission can approve to recommend. The final analysis, the final decision, the final approval on anything is at the Councils description. I just want you to keep that in mind during your input. Now it will be open.

ADMINISTRATIVE SECRETARY AGUILA

Thank you chair, before we open to the public, I would like to address some comments and emails that we have received. We have received the letters and emails for Item 3C and I will address them by name and affiliation only. Copies of the following emails and letters were placed on the dais at the Planning Commission Meeting, held on July 21, 2021 which are as follows. Emailed received on July 21, 2021 by Jimmy Elrond and affiliation with Southwest Regional Council of Carpenters. Letter received on July 19, 2021 by Matthew D. Hanks in affiliation with Jeffer Mangels Butler & Mitchell LLP. Letter received on July 19, 2021 by the pastor in affiliation with Family Christian Church Covina. Emailed received in July 21, 2021 by Peter Hidalgo in affiliation with Irwindale Charter Communications. The following copies of the emails and letters received during or after July 21, 2021 have been placed in the dais tonight, which are the following. Voicemail by Los Angeles County resident Ed Curran on July 21, 2021. Emailed received on July 21, 2021 by Josh Borger in affiliation with Golden State Environmental Justice Alliance. Letter received on August 3, 2021 by Josh Borger in affiliation with Golden State Environmental Justice Alliance and SWAPE. Two emailed received on July 21, 2021 by Ruth and Manny Salcedo, residents of the City of Covina. Petition received on July 21, 2021 by City of Irwindale resident Robert Diaz. Letter received on August 9, 2021 by City of Irwindale resident Robert Diaz. During tonight's meeting we have also received two other comments. The first comment was send via chat on zoom from Richard Burns that states, "I would like to see the building to start and help people get back on their feet, as this pandemic is making it hard for families to find work at a living wage. The second comment that we have received is via email by James Trencam that reads, "One, we are facing a future of climate change in greenhouse gases. Second, this monster that you are building will be sitting here for the next 50 years or more. Third, place a couple of gates on the Irwindale side so that 2,000 to 2,500 Irwindale workers can walk to work instead of having to drive around, and cause more traffic problems. Fourth, the airflow in each building and office is going to need the exchange three times an hour or more to prevent this current virus and others that are going to come. This will protect all the workers. Lastly, the attached pages are from two years ago with other questions that need to be answered. We are still waiting on those answers." The pictures that Mr. Trencam provided were letters received by the Planning Department two years ago, that are included in the final EIR. Those are all the comments and

email that we have received since the last meeting until now. Now we will open the Public Hearing to the public. The first individual that I will be unmuting will be Carmen Roman. And once again just for the record Megan Zepeda has donated her time, so Ms. Roman has a total of six minutes to speak. I am so sorry it just switched on me on second.

CARMEN ROMAN — Hello?

ADMINISTRATIVE SECRETARY AGUILA — Yes, we can hear you.

CARMEN ROMAN — Okay so I have some thought of my own and thoughts that people have gave me, with concerns for this project. In no order, I am just going to read everything I have. I have been in contact with some environmentalists that are interested in the EIR and land use and with the safety of the residents around. I am aware that there is a contract. However, I am not aware that the public surrounding this land are being made clearly aware of this project and the negative impact that it has on ourselves, our children, our future family, animals, and environment. We are aware now. That is why we are here. We are here because there is concerns about pollution, air, ground, dust, water, traffic, and diesel. We are erasing our natural view of the environment and mountain. We may very well have. It may have an impact on people's home values. In the future when people try to sell their homes and see this. I like how the gentleman called it, a monster of a building. When they see that and they hear complains about our health and safety our home values will go down. You say that it was published, well we no longer get like the Times newspaper we would run to the corner to get. I like to know when it is public. I need to know where it is published. You said you had eleven comments, I've gone to most of the meetings held over the years throughout this and I have left comments; on card, letters and papers. Not once have I received a response from anyone. I figured all of those have been filled in the trash. You talk about millions of dollars paid to the City that sound like backdoor deal as well. Let me rephrase that. It sound like deals were made through staff and these companies, over money and we will take over the debt. But you left us out, the people. We are not willing to live with this pollution. The trunks. The other week I went down Vincent and I was behind 7 trucks, and that was the late afternoon. How many trucks are going to go through here, through our city? You say with the diesel that you can, what back it up to one fence or one part, and we are not going to get it. It goes into the air and what goes up must come down. Your statics and numbers don't add up in my book. We have had these 10-acres. I spoke to Mr. Tam about three weeks ago and he assured me that it was still marked for residential. All this granting, giving, taking back, buying that is our land it always has been. Who ever made a mistake that is the most recent mistake for this meeting? Because I have not heard about any mistakes and I've been here for

eight to ten years for just about every meeting. I have never heard about a mistake from planning, staff, or anyone else. So I do not believe that. We don't want any more 5G towers. Another thing you said 1,500 flyers went out there is only 1,400 people here. You would have had to give every child, elderly, and baby one. If you are including Covina residents, then you are still just went to the surrounding streets, right around this area. You didn't go up to Nora. We have approximately 400 homes it sounds like you hit 40 Irwindale residents. I don't buy these statistics. You talk about setbacks. I don't recall in any of the meetings, myself, other Irwindale residents, or Covina talking about setbacks. It wasn't a done deal, why would we talk about that. 500 jobs again we only have 1,400 people here. Those are jobs you are going to bring in. People, cars, pollution. There is not 500 people in need of a job surrounding this pit. I can guarantee you that. That 10-acress, the one and only change made by Government, was that three of those ten acres be condense homes and seven acres remain the same. That is a bunch of malarkey about an error. I don't believe it and I haven't seen it until tonight. That is the only mistake was bringing that tonight. When you say that meeting was well attended, I attended that meeting over in the community center and I beg to pardon it was not well attended by Irwindale. There were maybe ten people because it happen to be schedule on our biggest music in the park. Our Pepe foundation last

ADMINISTRATIVE SECRETARY AGUILA: Your time has ended Ms. Roman.

CARMEN ROMAN: Music in the park kids give away. So everyone in the city was over there. There were only ten people there. I know you had sandwiches or something. I didn't even take one I was eating at the park. We were not heavily attended. You were there a lot of business people, there was also some Covina people but no that much.

ADMINISTRATIVE SECRETARY AGUILA: The next individual that I will be unmuting will be Nicole Shahenian.

CARMEN ROMAN: I had more minutes.

ADMINISTRATIVE SECRETARY AGUILA: I am sorry Ms. Roman you only had a total of six minutes.

CARMEN ROMAN: Okay. I requested that you give us a minute warning. You cut us off and we have no idea. That is very rude of whoever that person is.

ADMINISTRATIVE SECRETARY AGUILA: Ms. Shahenian you have now been unmuted.

NICOLE SHAHENIAN: Hey can you hear me?

ADMINISTRATIVE SECRETARY AGUILA: Yes.

NICOLE SHAHENIAN: Good evening Nicole Shahenian, President and CEO of the Irwindale Chamber of Commerce. On behalf of the Irwindale Chamber of Commerce, I am here to support the proposed Five Point development project at 5175 Vincent Avenue. The chambers respectfully encourages your approval of this project. I congratulate the City and the developer for creating a partnership and an agreement that has transform this property from a blinded, dusty, contaminated site to a clean ready to build 25.4-acre industrial development, with 10-acres back filled and retain for future use for the city. The Chamber believes this project exemplifies the public/private approach to accomplished shared goals of economic development, job creation, increased property values, beatification, and revenue generation for the city, community, and the San Gabriel Valley. We need projects like this to boost our post COVID-19 recovery. The partnership between the City and the developer, Five Points, is a model for what cities can do to meet the needs of their residents, businesses, and the community. By collaborating with business and investors, the city is making the right kind of choices to meet the need for housing, jobs, infrastructure, and services. Thank you in advance for the consideration of this important project. We look forward to working with you to aim to promote a robust and driving Irwindale economy. Thank you.

ADMINISTRATIVE SECRETARY AGUILA: The next individual that I will be unmuting does not have a phone number. It looks like he called in. The only thing I am able to see on my end is their direct number so please state your name once you have been unmuted.

ROBERT DIAZ: Hello?

ADMINISTRATIVE SECRETARY AGUILA: Yes, we can hear you.

ROBERT DIAZ: My name is Robert Diaz, 2408 S Mountain Ave. Irwindale. Honorable Planning Commissioners and Chairperson thank you for the opportunity. You should have received a petition signed by over 200 Irwindale residents urging you to deny the project on the grounds that it would have a negative health and safety, noise, and traffic impact upon residents nearby. Also there could still be negative impacts since no specific use, has yet been identified. The petition was circulated by Linda Strobehn, Ester Tapia, and myself. It was presented to you at the last Planning Commission Meeting. I urge you to deny, both the original plan and the alternative multi building plan, for the same reasons stated in the petition. First of all how could the City of Irwindale consider the project when it does not meet the terms of the

contract between the developer owner and the City of Irwindale? When the City sold the land to the developer owner part of the deal was that the proposal is to be developed for light industrial or commercial use. Exhibit A that you have there. However, the projects both the original single building and the alterative multiple building design are identified as M2, Heavy Manufacturing use, and do not meet the terms of the agreement. Why then would you allow it? Why aren't we considering light industrial or commercial uses as indicated in the contract? Additional, why doesn't the Environmental Impact report, the EIR, include any commercial or light industrial options for the site. If the City is to continue to consider the proposal use the use as indicated in the agenda, then deny to request because it is unhealthy to have a distribution center with 100 or more diesel trucks within 1,000 feet of residents. The California Air Resources Board, CARB, has made this recommendation that you have in Exhibit B. I have estimated the 40 trucks, using Exhibit C figure from the South Coast Management District, actually there is more 290 truck trips per day if you look at the EIR. Clearly you have too many trucks it is a health impact. It should be noted that the nearest residence in site are at risk individuals, children and elderly are most impacted by the proposed development. The City has plans to develop the property directly west of the site for residents and possible extend Irwindale Park, where you can expect children to play. Also there are senior citizens that live in the Senior Housing at Arrow and Ayon. Why impact there health? Deny the project. It should be noted that the contract between Irwindale and the Development owner states that there should be a residential buffer area separating the residents from the proposed project.

ADMINISTRATIVE — Excuse me, Suzanne Gomez has donated three minutes to Robert.

I am.

SECRETARY AGUILA — going to go ahead and restart the timer now

ROBERT DIAZ — Thank you. The Developer owner proposal proposed the wall and landscaping appeared too small to be consider a residential buffer area. It is important to note that the noise impact analysis and air quality analysis have emitted some important information which could had effect there conclusions. As part of the City's housing program, housing is expect to be built directly west of the site in question, perhaps zero feet away from the project. Yet the air quality impact that has been calculated with the idea of the nearest resident 75 feet away on Vincent Avenue. The noise impact identifies residents on the opposite side of Allen Drive there therefore noise and air impact pollutions could be greater than calculated. Some measures are unquantifiable we have that in exhibit C and F. For example, as to be expected there will be electric power trucks to replace diesel trucks in the future. No one can say in certainty when that can happen. It could take years for before diesel trucks are off the road from this site. Let's

not be guinea pigs to see if the mitigation measures work. In exhibit D, for the California State Attorney General's Office, has indicated fences track area is negatively impacted by population already and it is also an area of low income residents. Which we are impacted more severely than other areas. Other concerns is enforcing some of the mitigation measures, If diesel trucks, diesel trucks go more than fifty minutes, who will monitor them. And who will pay for the monitoring there should be an economic impact study to evaluate all the cost of the project. Including the damage to public road ways from heavy truck traffic and the cost to repair them or replace. The EIR concluded that the risk of getting cancer is not so significant. They base their assessment on proposed exposure on toxic pollutants for a thirty year period instead of the 70 year period used by CARB. Which recommends 1,000 foot separation on the proposed project and residents, exhibit A. No explanation is giving why they used the 30 year exposure period over the 70 year that CARB uses. Also the EIR thinks to compare apple to oranges. They compare the pollution from the site as small compare to the Los Angeles Region. While the statement may be true it is also misleading because it doesn't address the health impacts that the project may cause to nearby resident. That is exhibit I. There are two studies, one that shows in New England people over 65 show negative health effects on days where regional air quality was consider healthy. Therefore, regional air quality standards do not necessarily reflect the local negative health impacts.

ADMINISTRATIVE SECRETARY AGUILA: Excuse me you have been donated an additional three minutes by Theresa Ortiz. They are starting now.

ROBERT DIAZ: Regarding the pollution and noise, certain mitigations measures are proposed such as adding vegetation and walls for it to block out and filter, noise and pollutions. Yet in the entry ways and exits, there will still be unfiltered noise and pollution. In my experience, noise from truck bells and whistles they are loud. Even hundreds of feet away. A single passing diesel truck is loud from 150 feet from my house. Why bring hundreds and make it worse. As for safety with trailers, using two lanes to complete their right turns from number three east ball lane and arrow highway into the south bound Vincent Avenue right turn lane. They use two lanes to complete the turns, which is not necessarily safe. It doesn't seem safe now, if you add hundreds more a day that is not going to help. And of course you have pedestrians and the bus stop that will be impacted, especially in rush hours. Deny the proposal that are unhealthy unsafe noisy unsafe and negative impacts. I do want to state the experts disagree. It is up to the council to decide which experts they are going to believe. I believe you should conceder the CARB recommendation and take to heart what they say. Don't put that place within 1,000 feet of residents. Deny it. Thank you very much. I am done.

ADMINISTRATIVE SECRETARY AGUILA: The next individual that I will be unmuted is Jeanette Flores. You have now been unmuted.

JEANETTE FLORES: Good evening, can you hear me?

ADMINISTRATIVE SECRETARY AGUILA: Yes we can hear you.

JEANETTE FLORES: Thank you so much. Good Evening chair and members of the Planning Commission thank you for the opportunity to speak this evening. My name is Jeanette Flores I live at 1446 E Level Street in Covina. I am also a local elective school board member in the region and I strongly support the Five Points project. This project will only spur economic development in the region which is something that is greatly needed as we address COVID-19 and the economic challenges. Please address this eyesore in the community that not only impacts the region of Irwindale but also surrounding communities. We need jobs, we need growth, and we need economic vitality again as we face the challenges of economic downturn. Please support this project. Let's fill the hole. Let's ensure that we have addressed this issue and the life that it brings to the region. I urge your support this evening and I recommend that you please pass the resolutions thank you.

ADMINISTRATIVE SECRETARY AGUILA: Next member of the public that I will now be unmuting is Jessie Loretta. You have now been unmuted. Mr. Loretta you are self-muted.

JESSIE LORETTA: Thank you commissioner, my name is Jessie. I live in the City of Covina next to the dirt pit at 5175 Vincent. It is time to do something positive and stop the dirt that blow into our neighborhood and in my home. Develop something that creates work for those that need work because of the COVID they lost a lot of jobs. About eight years ago this area burned down and it can burn down again. We cannot risk this again. The tax revue will provide services for us in the local community. I strongly urge you to pass this development. Thank you for your time.

ADMINISTRATIVE SECRETARY AGUILA: The next member of the public that I will be unmuting will be Dena. Just for the record Angelia Villalba has donated three minutes of their time. So Ms. Dena you have a total of six minutes.

DENA ZEPEDA: Thank you chair for this opportunity. First of all I am a resident of Irwindale. I have lived here for many years and I have sadly watched many of our residents passed away from cancer. Our small community is very close. We all know each other. We all get along with each other. I mean we don't all get along but we all love each other when it comes down to it. We have too many, too many residents with cancer. With lung cancer, with emphysema, with all this stop bearing the smoke just being here in Irwindale. We have a lot of patients that we

can't even identify where the cancer came from. My thing to you guys is, we don't need this. Our lives aren't for sale. We don't want this. I went to every meeting and it was always no no no. They never heard us at all. They never gave us the opportunity to sit down and talk, or anything. I agree lets fill it up but let's do a market. That stays open all the time even through COVID. But no, they never sat down with us. They never checked the environment. We have two buildings coming in. We don't even know what the air quality is going to be until they come in and then they come in. No. I urge you guys say no take it back. In 2014, the City agreement and them, light industrial, they purchased the sale of the property. They lied about giving us 10-acres. They lied about sending us letters. They lied about trying to be neighborly. These people that are speaking in behalf of it they don't live here in Irwindale. The wind blows here. We get all the dust. It has been blowing here for a while and yes we are going to be doing something with it. We don't want to kill our residents just because somebody needs money or somebody is in a hurry to go do something. I agree with Commissioner Burrola. There is no rush. We need to look at this. We need to look this over before. You are telling us that in three years you'll to fix the air and in 14 years it will be okay. No. No. That is not good for me and I don't like to be threatened with a lawsuit. I mean come on now. The Attorney General even said the air quality was no good and he had a lot of concerns. There was a lot of concerns there. It is not done. You guys didn't go do what you were supposed to do. You haven't shown me. You haven't shown me anything and I've been there. I have a big mouth and you know I've been there. But you have not answered any of my questions, none at all. Or concerns. All you want is the building that you want. You never came, sit down and let's talk. You might have talk to one Councilmen, the greedy one, but no. They don't run that. The people run the city now and we are taking our city back, and we are saying no. We are saying, no and you guys are not listing. Not our Commissioners, I am talking about the company, they are not listing, and our staff. I am very, very upset with my staff. I am wondering, who do they work for? You go home at night, we stay here. We hired you to work for us. Not for them. Not for them and not for them. For us. Yes, there is a stage of commands. The people run the city, the Council is next, the Commission is next, then comes the staff. The staff hasn't been listing to our Commissioners and I am very, very upset about that. Our Commissioners are saying a lot tonight. They have spoken last meeting. Then haven't been listen too. We lost a commissioner for some reason but no it is not going to happen like that no more. The residents are backing up, no to this project. No. Two million dollars, you are threaten us with two million dollars. What happen to that friendly neighbor you were. All of a sudden because you don't get your way. No let's set down and bring a market in here. We do not want cancer. We do not want to get killed anymore. We don't want to choke. And we do not like your darn building either. It's ugly. No tree no nothing there for us. So I am saying no and I am sorry

I have to be the rude one but you guys came up here trying to turn things around. Twist things around so people can say it sounds good. No it doesn't sound good, to us. We have been saying no from day one. Since 2014, no and you still keep going. Still keep going. Where is the respect? I am going to stop here so any minutes I have left I am going to pass them on to Carmen Roman. Thank you for listening Commissioners, we got your back. We say no. No. No. No. Thank you.

ADMINISTRATIVE SECRETARY AGUILA — The next individual that I will be unmuting is Ted Jimenez. You have now been unmuted.

TED JIMENEZ — How is that? Can you hear me?

ADMINISTRATIVE SECRETARY AGUILA — Yes we can hear you.

TED JIMENEZ — Okay great. Thank you commissioners for this evening and this opportunity. My name is Ted Jimenez and I am a representative with the Southwest Carpenters out of Los Angeles. I represent over 34,000 members in Southern California. This is an opportunity for Irwindale to stimulate their local economy and their surrounding communities. To help their communities uplift and thrive after this pandemic. This is not something that is new it has been going on for fifteen years. The residents, I can hear them making their comments but it sounds like they are not back up or any support. You know this is about jobs, economic recovery. This is about providing for High School students, who are going to be coming out in the near future form local schools in the nearby area and needing somewhere to go get a job. Somewhere to work. You have to consider the future, the tax revenue, and the city growth. The tax revenue is going to help local economic recoveries and communities, and provide. In front of this 500 temporary construction jobs. People need to work. People need to work and provide for their families and their loved ones. You know they are going to talk about medical issues and possibilities. That is like reaching out in the air saying that something specific like this is creating the problem but it could actually be the dirt itself that is blowing around. We need to get rid of that hole. 250 to 500 permanent local jobs, yeah you need them. You are going to need them. There is a lot of people that are going to need work coming up. We are in strong support for your approval. You wither keep a dirt hole or you provide local wealth that helps your local community thrive. We urge you. We urge you with strong support to think about the future of Irwindale and what it needs. The tax dollars to help build and provide especially for the ones that are concerned and are having issues tonight. Thank you for your time.

ADMINISTRATIVE SECRETARY AGUILA — I will now be unmuting Ms. Roman. Once again three minutes were donated by Mario Chico to Dena Zepeda. Who, Dena Zepeda, donated that time to Ms. Roman and we are adding the additional minute that

was left for Dena Zepeda's. So you have a total of four minutes Ms. Roman.

CARMEN ROMAN — Okay, thank you. First of all, I want to know if there is a conflict.

ADMINISTRATIVE SECRETARY AGUILA — Ms. Roman, can you hear me?

CARMEN ROMAN — Hello, can you hear me?

ADMINISTRATIVE SECRETARY AGUILA — Yes, now we can hear.

CARMEN ROMAN — Okay, let's start over. I think there is some confusion here about staff. Marilyn did a fantastic job in that report for the industry but I did not hear anything about Irwindale's residents or safety. It was all that. Also there was someone from the Chamber that spoke. Is that a conflict of interest? Do any of these industries, supporters, carpenters, anything, do they donate money to the Chamber? If they do I believe that is conflict. If you can answer that. I go along with commissioner Burrola, who spoke on behalf of the people, and his concerns. And Chair Tapia, who spoke about the chain of command. There is too much going on behind the scenes with developers and staff. They need to bring it to the appropriate places, to planning, to the Council, and to the people. They are doing whatever they want and then they are saying, "This is what we did." Now he we are fighting against what has happen behind those doors that we have nothing about. I would really like to know if that is a conflict. Whatever was approved with light industrial, I can't say it enough, light industrial. Light industrial and light commercial. It was never stated that you were going to have, such heavy industry and diesel trucks in and out, and all this pollution. This gentlemen said consider the future, we are considering our future. The Irwindale future of our descendants to come. Waiting until 2027 so that the pollution will die down to a good level, no. We are polluted with your 5Gs and everything else. We want you to stop. If our staff needs to go back and do something. Maybe they need to talk to the Council and we need to go through that chain of command because the residents do not want it. We do not want it here in our backyard. If you want to go out it up in Covina, in LA, or Hollywood wherever you want. You need all those jobs and stuff, go right ahead. I am thinking about our 14,000 residents. We are not a big city and what we have we want to keep. Stop lying about that 10-acres, it is residential and it is ours. Stop trying to change that. We don't appreciate that. I hope we get time to ask questions later, when you get back because we are not satisfied with all these deals that were made. You can hear it tonight. This is coming form a lot of residents. I appreciate you thinking about us, our lives, and our future. We do not want that pollution, diesel, and dirt killing us. And all that Nitro, you know what nitro does? There goes all our

oxygen. Thank you, give us a clean life. Change your industry. Okay, I am done.

ADMINISTRATIVE SECRETARY AGUILA — So we have two more additional speakers. The next individual that I will be unmuting will be Johnny. You have now been unmuted.

JOHNNY SANCHEZ — Can you hear me?

ADMINISTRATIVE SECRETARY AGUILA — Yes.

JOHNNY SANCHEZ — Sweet. My name is Johnny Sanchez, I am a stakeholder in the community, and I am for the proposed project of Five Points. I am sick and tired of that site being there and it is pretty much useless right now. With the times that we have been having, bringing jobs to our local community is going to benefit each and every one of us. Not just individually, let's say I go and I am either part of the project or I benefit as a worker from the project. It is going to bring revenue to our communities we've been in helping people right now because of the Corona Virus. Rent money for this, everyone is on unemployment, EBT, CRB, and all the other whatever programs that there is. It is all been negative money right now. We need to build our community. We need to build new revenue. We need to enrich our community and if it's going to take this project that is going to have you know 500 workers just to build that project. That is already an immense amount of money that is going to help our community. If it is also going to bring between 200 to 500 permit jobs after the project then by all means. I mean, that is all beneficiary to all of us here. I am for the project. Yes it is unfortunate of people being sick and all of that stuff, but we live in LA. It is a very populated city that is what it is. There is other places we can live. There is other places we can go, where there is less smog. It is cheaper but at the same time you can't have your cake, you have to share it. You can't just have your cake and eat it too. I mean there is going to be pros and cons. We leave in LA like I said. Not everyone is going to like, what everyone else is doing. This is definitely going to be a positive. It is going to be a positive impact to our community and I am all for it thank you.

ADMINISTRATIVE SECRETARY AGUILA — Mr. Jose Amador, you have now been unmuted.

JOSE AMADOR — Can you hear me?

ADMINISTRATIVE SECRETARY AGUILA — Yes, we can hear you.

JOSE AMADOR — Good evening, my name is Jose Amador, I am a special representative of the Southwest Carpenters Union. We strongly support this project. If

the City does not then where will you get the revenue? The community won't get new jobs that is local hire. They may be stuck with nothing but dust and weeds for a very long time, like it already has. It is like that old saying, "You gotta spend money to make money." It takes money to build homes, jobs, and people who live there especially during this pandemic. We need good paying jobs, careers with benefits, especially know more than ever. We have members that live in the City of Irwindale. We build this city. We live in this city. Let's build our city back up like it used to be. Thank you.

ADMINISTRATIVE SECRETARY AGUILA RICHARD — One additional speaker has raised their hand. There is no name available it is under Zoom user. I will be unmuting them now. Hello can you hear me?

ADMINISTRATIVE SECRETARY AGUILA — Yes, we can hear you.

RICHARD — Hello my name is Richard thank you very much for everybody's valuable time. A lot of very good topics tonight. I would like to thank everybody for their input. I am for the project to go forward. Taken in effect with everything that has been discussed tonight, if we could find a happy medium with all of the topics. The work that will help everybody, the 500 jobs and then approximately 250 local jobs. Even if the residents closes to it don't have those jobs, you still have people coming from the surrounding cities getting gas, getting things from the stores, and that money and revenue will focus into the City and help the neighborhoods. That is pretty much all I have to say. I do support the building. Thank you very much.

ADMINISTRATIVE SECRETARY AGUILA — The next speaker is Mr. Frank Rojo. You have now been unmuted.

FRANK ROJO — Good evening my name is Frank Rojo and hearing about everything that has been talk about there are pros and cons. I graduated from Sierra Vista High School in Baldwin Park so I lived right next door to Irwindale. Now I live in Covina, 530 E Nubia Street. As a kid I drove by their many years riding my bike and seeing that hole there for who knows, more than 40 years. Rat infestation, you talk about health issues. Talk about Coyotes back in the day. That hole needs to get filled. For people to say that the residents values of their homes will go down, Baldwin Park just put up a commercial tilt up right on Los Angeles Street, and it looks really nice. It actually brought the value up of those homes on Los Angeles Street. You have another tilt-up coming up, North on Arrow Highway right across the street from there that pertains to probably Azusa. These are getting done and they are getting done with strict regulations that are not going to harm anybody than your car that you drive every day. I mean if we all went electric that would be the ticket but it is not. These trucks that everybody is

talking about, so negatively, they need to go through strict regulations and Highway Patrol are always checking those trucks, especially on the onramps on Irwindale, Live Oak, and Los Angeles Street. I am for this development. Let's cover this hole up. Let's give the residents of Covina and Irwindale some jobs for these kids that are coming out of school. That are going to be going to school and coming out they have no direction of what to do, and at least they would have something to look forward to. I am for this. Let's move on forward. Let's stop kicking the can and let's get it over with. Thank you.

ADMINISTRATIVE SECRETARY AGUILA — So there are no additional speakers. However, I did receive an email from Trina Olivares stating, "Housing maybe a market but no more pollution and cancer causing elements in our air." That was the end of her email.

CHAIR TAPIA — We will take a five minute recess and then see if anybody else calls in. I will take those and then we will go from there. Okay we are going to be taking a five minute recess here.

Recess — Chair Tapia recessed the meeting at 8:56 p.m.
Reconvened — Chair Tapia reconvened the meeting at 9:02 p.m.

ADMINISTRATIVE SECRETARY AGUILA — There are no more additional speakers.

CHAIR TAPIA — Okay.

CITY ATTORNEY GUERRA — Mr. Chair before we close the public comment period we usually have the applicant provide any final comment before we close, for three minutes only.

MATTHEW HINKS — Hey, I am Matthew Hinks again. I will be brief. There were a few concerns raised that I want to address. One of those was a comment that there hasn't been a public process for this project. That is not true there has been a lengthy public process. There was a public process to approve exclusive negotiations in 2013. There was a public process when the purchase and sale agreement was approved in 2015. There has been a public process for these project entitlements. There was a draft EIR that was circulated for public comment. The final EIR that was circulated as well. There has been a lengthy public process. And again in terms of the Public Hearings before City Council, multiple Public Hearing before City Council. So there's been a lengthy public process that has lead us here to today, and that public process continues. There is a comment that this project is inconsistent with the Purchase of Sales Agreement because the contention was that this project is proposing heavy industrial M2 uses. Well that is not true. That is not true either, that is inaccurate. The zoning for this property is M2 heavy industrial but the anticipated uses of this project are light industrial type uses, cleaner type uses, more akin the M1 zone. The

current zoning by right permits heavy industrial, M2 type uses, but this project proposes clearer, light industrial uses consistent to the Purchase and Sale Agreement. There is a lot of comments about environmental concern and I understand that. But when you study these things in an EIR, Mr. McMurtry talked about that EIR and all the studies that were done. The conclusions that were reached based upon the science, should that almost all of the impacts of this project are mitigated to less significant levels. There was only one impact that they found to be significant and unavoidable and that was the NO_x impact. And even then Mr. McMurtry point out that there are regulations that are in the works that will go in affect by 2024. That will even reduce that impact to less than significant levels. This is not a heavy industrial dirty type project. This is a cleaner project than what current zoning allows by right. Some of the more heavy industrial uses are actually taken out of this project by the project description and conditions of approval would actually limit

ADMINISTRATIVE SECRETARY AGUILA — 10 seconds.

MATTHEW HINKS — This project to an even clear.

CHAIR TAPIA — At this time I will close the Public hearing and open it up to Commissioners Comments to approve or deny. Mr. Burrola are you still with us?

CLOSE PUBLIC HEARING — There being no speakers, Chair Tapia closed the public hearing at 9:06 p.m.

VICE-CHAIR BURROLA — Yes, I am here.

CHAIR TAPIA — Right now is our time.

VICE-CHAIR BURROLA — I move to disapprove this development.

CHAIR TAPIA — You move to deny? I didn't get that.

VICE-CHAIR BURROLA — Deny, correct.

CHAIR TAPIA — There was one finding, the air quality that was a Statement of Overriding Considerations so you have to come up with a finding that will support your motion.

VICE-CHAIR — Okay. I deny for that particular reason for the air quality stated in the

BURROLA

EIR. They talked about. I am not sure there is two resolutions here. One changing the zoning from residential to, I believe M2.

CHAIR TAPIA

Well if you deny the EIR that kind of puts an end to any other decisions.

VICE-CHAIR BURROLA

Okay.

COMMISSIONER HARTMAN

I have no comments.

CHAIR TAPIA

Okay, I really honestly enjoyed the presentations and all of the professionalism. I know that a lot of the comments were based on that there was going to be a lot of jobs. But one gentleman stated that the jobs are going to be for people that are highly trained. When I hear that jobs are going to be for people that are highly trained, it means that you have to come in with qualifications to the job. I guess that is the way all jobs work, unless its jobs that start at ground level. That has not been mention, no training jobs. I don't know of the residents who are here, who qualifies and who doesn't. The age limits, what ages are predominantly hired. Are they going to need truck drivers or are they already going to be established? Are there going to be Unions or not? If you have a Union, you don't have a prayer unless you are in the Union. All of those are things that are out there and unaccountable for. This walk through the park, you walk home and you will be right next door. I don't know how many people are going to measure up to that or be qualified or have that convenience. That could be across the street also in the Vincent area but I just wrote a little something here. Minus accountability, today's mitigation measures less than significant and otherwise could be tomorrow's issues. Whether they were mitigated today. Whether they were insignificant. Whether they are less than significant. At this point there is no accountability nor a monitoring program to insure that the EIR reported findings of the mitigation will continue to be as mitigated as reported. I could not support the overriding consideration thus forfeiting air quality. The air we breathe is God given. Genesis 27 states, "The lord formed men out of the ground and breathed into his nostrils. The breath of life and man become a living being," there is too much pollution in general in the Valley as it is. There are thousands of people that suffer from a number of pulmonary health issues. COVID attacks lungs and brings on pulmonary problems that were never there to begin with. Residents in the surrounding areas do not want to wake up or go to sleep hearing backup alarms of forklifts and trucks 24/7, including Saturdays, Sundays, and possible holidays. All the traffic noise and back up alarms are a nuisance. That is what they are. I live on Central Street and I can hear the backup alarm of the dog food place across the street from Arrow Highway, at night. I can hear the backup alarm. I can hear the mil grinding the dog

food. I cannot personally approve this EIR as accepted there are no perks or promises than can be regarded more important than the health and wellbeing of mankind. I refer back to my previous comments and move also to deny the EIR based on the compromises of the Statement of Overriding Considerations. I second the motion to deny the EIR under the same air quality that says that it cannot be. It is there. We know that it is there but that the overriding considerations are more important. I am sorry to say, that they may be more important to some people but they are not more important to the residents of Irwindale. Mr. Burrolla did you make a motion. Mr. Burrola? Commissioner Burrolla?

VICE-CHAIR BURROLA — Excuse me, I had it on mute. I believe I did make a motion to deny, based on the EIR and the air quality in the EIR.

CHAIR TAPIA — Okay, and I second it. Roll Call.

COMMUNITY DEVELOPMENT DIRECTOR SIMPSON — No, Chair Tapia if I may. Just for clarification before a vote is taken on this. The finding for denial is based on the air quality and that the CEQA analysis is insufficient or is it based on the Statement of Overriding Conditions that the benefits do not outweigh.

CHAIR TAPIA — Both.

COMMUNITY DEVELOPMENT DIRECTOR SIMPSON — So what was insufficient in the analysis of CEQA for air quality?

CHAIR TAPIA — Well it stated right there.

VICE-CHAIR BURROLA — It cannot be mitigated.

COMMISSIONER HARTMAN — One thing is the substantial and unavoidable not being over limit which won't be correct for another three years.

CHAIR TAPIA — That is an unknown. We do not know that for sure.

COMMISSIONER HARTMAN — Three years of 75 percent more than what it should be in three years.

CHAIR TAPIA — I personally studied the mountains for the last two weeks. You could not see the mountains in the morning until about one or two in the afternoon for two weeks. Then the air came through and I guess pushed whatever was there out. I don't know there is too many variables and I want more than anything I want the life, the value of life, to really be consider. To know that people matter. I know that is not the

	business end but like they said things can be taken back to the drawing board. I don't know but this decision is obviously going to be appeal to the Council. And what is it 30 days? 20 days? What is the time frame that you can appeal to the Council?
COMMUNITY DEVELOPMENT DIRECTOR SIMPSON	Thank you chair, so what we will be doing is. You are making a recommendation to the City Council to deny this project. We will be bringing back a recommendation of denial to the Planning Commission as quickly as possible. The next regularly scheduled meeting is on the 18th. So I don't think that we will be able to make it, so it is going to be in September. After that it will go to the next available City Council meeting.
CHAIR TAPIA	But the time frame to appeal.
COMMUNITY DEVELOPMENT DIRECTOR SIMPSON	It is not an appeal.
CITY ATTORNEY GUERRA	Because the Commission is only making a recommendation. There is. no appeal it automatically goes to the City Council meeting.
CHAIR TAPIA	No but once we get the negative declaration back.
CITY ATTORNEY GUERRA	The whole thing is a recommendation.
CHAIR TAPIA	Right but what is the time period? There is no time period?
CITY ATTORNEY GUERRA	There is no set time period when you are making a recommendation to approve or deny. It goes to the City Council.
CHAIR TAPIA	No I know that. That is not what I am saying. After it is all set and done next month. What is the time frame to take it to the Council? For the applicant to take it to the Council. We denied it but they can appeal it.
CITY ATTORNEY GUERRA	You're not denying anything you are not approving anything. You are recommending approval or you are recommending denial. That recommendation does to City Council regardless of what you recommend.
CHAIR TAPIA	Okay.
CITY ATTORNEY GUERRA	There is no appeal.
CHAIR TAPIA	Back in the day I know there was a period of time that's why.

CITY ATTORNEY GUERRA — If there were an appeal then yes there is a certain period of time that they have.

CHAIR TAPIA — Okay. I am clear with it now. Thank you sir. Can we go ahead and vote now?

COMMUNITY DEVELOPMENT DIRECTOR SIMPSON — I think that you made it clear what the finding is. The recommendation of denial is based on the Statement of Overriding Considerations that the benefits do not outweigh the significant and unavoidable impact of the NO_x being over the limit.

CHAIR TAPIA — That is clear we don't need any more clarification.

VICE-CHAIR BURROLA — Yeah that is correct. It is CEQA findings page 11 and 12 if you want to. be specific.

CHAIR TAPIA — Go ahead and read it.

VICE-CHAIR BURROLA — It states, "Although the mitigation of the proposed project would not generate significant consideration pollutants nearby since the resented proposed project is expected to exceed the CEAQMD max threshold for operation max as modeled."

CHAIR TAPIA — Okay thank you. Would you mind making that motion again please? Mr. Burrola.

VICE-CHAIR BURROLA — Motion to deny based on proposed project is expected to exceed the CEAQMD max threshold for operation max as modeled.

CHAIR TAPIA — And we already clarified it to staff and I second. Roll Call.

CITY ATTORNEY GUERRA — Before we vote. I would just have the maker of the motion to state, "Direct staff to bring back a resolution of denial based on the direction provided to Director Simpson regarding the CEQA findings and also the Statement of Overriding Consideration.

VICE-CHAIR BURROLA — I agree.

CHAIR TAPIA — Second to the statement made. Roll Call.

ADMINISTRATIVE SECRETARY AGUILA — Commissioner Hartman.

COMMISSIONER HARTMAN — Yes.

ADMINISTRATIVE — Vice-Chair Burrola.

SECRETARY AGUILA

VICE-CHAIR BURROLA — Yes

ADMINISTRATIVE SECRETARY AGUILA — Tapia.

CHAIR TAPIA — Yes.

ADMINISTRATIVE SECRETARY AGUILA — Thank you.

CHAIR TAPIA — At this time the Commission meeting is going to be adjourned.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 9:22 p.m.

_____
Arthur R. Tapia, Planning Commission Chair

Attest:

_____
Jesus Hernandez, Office Specialist

DRAFT