CITY OF IRWINDALE

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

NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

September 11, 2024

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

CLOSED SESSION – CONFERENCE ROOM
OPEN SESSION – CITY COUNCIL CHAMBER

ALBERT F. AMBRIZ - Mayor

LARRY G. BURROLA - Mayor Pro Tem

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

H. MANUEL ORTIZ - Councilmember

Via Zoom Webinar: https://us02web.zoom.us/j/87104592389
In the event that a Zoom broadcast is unavailable, staff will promptly notify the public through its social media platforms. The public meeting will proceed in accordance with The Brown Act.
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Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL

SPECIAL MEETING

1. CALL TO ORDER

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

3. AB 2449 DISCLOSURES

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

4. SPONTANEOUS COMMUNICATIONS

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

5. RECESS TO CLOSED SESSION

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

Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)
Agency negotiator: Fernando Lopez, Housing Coordinator
Negotiating parties: Rudolfo A. Dominguez Trustee
Under negotiation: Price and terms of payment

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

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

C. Conference with Legal Counsel - Anticipated Litigation
Initiation of litigation [Pursuant to Government Code Section 54956.9 (d)(4)]

Number of Cases: One

D. Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation
Pursuant to Government Code Section 54956.9 (d)(2), (e)(1)

A point has been reached where, in the opinion of the City Council, upon the advice of its legal counsel based on existing facts and circumstances, that there is significant exposure to litigation against the City of Irwindale. The facts and circumstances are those that might result in litigation against the City but which the City Council believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

Number of Cases: 2

6. RECONVENE IN OPEN SESSION

7. REPORT FROM CLOSED SESSION

8. ADJOURNMENT

REGULAR MEETING

9. CALL TO ORDER

10. PLEDGE OF ALLEGIANCE

11. INVOCATION

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

13. AB 2449 DISCLOSURES

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

14. CHANGES TO THE AGENDA

15. COUNCIL MEMBER TRAVEL REPORTS

16. COUNCILMEMBER COMMENTS

17. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

A. Introduction of Assistant Planner Martin Romero

B. Recognition of Tracey Cooper-Harris for her service to the 31st Congressional District

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. 2024 San Gabriel Valley Council of Governments Update

19. CONSENT CALENDAR

A. Minutes of Meetings Held August 2, 2024, and August 28, 2024
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve

C. 2nd Reading of Ordinance No. 776
Department: City Clerk

Recommendation: **Adopt on second reading Ordinance No. 776** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 2.04.010 (“COUNCIL MEETINGS”) OF CHAPTER 2.04 (“CITY COUNCIL”) OF TITLE 2 (“ADMINISTRATION AND PERSONNEL”) OF THE IRWINDALE MUNICIPAL CODE RELATING TO START TIME OF REGULAR CITY COUNCIL MEETINGS" reading by title only and waiving further reading thereof.

D. Amendment No. 1 with California Consulting, Inc. for Grant Writing Management Services (Continued from August 28, 2024)
Department: Administration

Recommendation: That the City Council approve Amendment No. 1 to the Professional Services Agreement with California Consulting, Inc. for a three (3) year(s) term for grant writing management services.

20. SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience speak on items not on this agenda that are within the City Council’s subject matter jurisdiction. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot participate (except as stated), it is requested that all such communications be made in writing to be included on the next agenda for full discussion and action

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

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

The Council may regulate a speaker who is speaking too long or out of order, being unduly repetitious, discussing irrelevancies, or extending to items not within its subject matter jurisdiction. Please be

reminded that discrimination, abusive use of profanity, unruly disruption, and violent or physically threatening conduct is discouraged. Members of the public shall not disrupt the orderly conduct of the meeting. The Presiding Officer will request that a person cease any disruptive conduct, and if not immediately stopped, will direct the person to be removed from the meeting.

Public Comments will be heard in the following order:

1: In-person attendees

2: Teleconference attendees

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

21. NEW BUSINESS

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

A. Adopt Resolution No. 2024-72-3549 Appointing a Voting Delegate for 2024 League of California Cities Annual Conference – Annual Business Meeting
Department: Administration

Recommendation: Adopt Resolution No. 2024-72-3549, appointing a voting delegate and up to two alternate voting delegates to represent the City of Irwindale at the Annual Business Meeting to be held at the 2024 League of California Cities Annual Conference in Long Beach, California.

B. Los Angeles County Building and Safety Services
Department: Engineering

Recommendation: That the City Council (1) Receive and file the Los Angeles County Building & Safety service contract termination; (2) Discuss and approve Option 1 regarding staffing for the City's Building and Safety Division; (3) Continue with previously adopted Los Angeles County Building Codes Ordinance No. 769, and Fee Schedule Resolution No. 2012-53-2592; (4) Adopt Resolution No. 2024-69-3546 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A NEW JOB CLASSIFICATION AND ASSOCIATED JOB SPECIFICATION AND APPROVING UPDATES TO AN EXISTING JOB SPECIFICATION"; (5) Adopt Resolution No. 2024-76-3553 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-64-3541, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES AND APPROVING APPROPRIATION OF FUNDS."

22. PUBLIC HEARINGS

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

A. First Reading of Ordinance Nos. 782, 783, and 784 for the Dissolution of the "Prioritization of Fill" schedule for the Hanson Quarry, the Durbin Quarry, and the Reliance I Quarry
Department: Engineering

Recommendation: (1) Introduce for first reading by title only with further reading waived, **Ordinance No. 782**, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 04-05 BY AND BETWEEN THE CITY OF IRWINDALE AND MARTIN MARIETTA SOUTHERN CALIFORNIA AGGREGATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FORMERLY HANSON AGGREGATES WEST, INC., A DELAWARE CORPORATION, AND A WHOLLY OWNED SUBSIDIARY OF MARTIN MARIETTA MATERIALS, INC.; LOCATED AT 13550 LIVE OAK AVENUE; IRWINDALE, CALIFORNIA"; and

(2) Introduce for first reading by title only with further reading waived, **Ordinance No. 783**, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 01-06 FOR DURBIN QUARRY BY AND BETWEEN THE CITY OF IRWINDALE AND CALMAT CO., A DELAWARE CORPORATION, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION; LOCATED AT 13000 LOS ANGELES STREET, IRWINDALE, CALIFORNIA"; and

(3) Introduce for first reading by title only with further reading waived, **Ordinance No. 784**, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT NO. 02-06 FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL BY AND BETWEEN THE CITY OF IRWINDALE AND CALMAT CO., A DELAWARE CORPORATION, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION; LOCATED AT 15990 FOOTHILL BOULEVARD, IRWINDALE, CALIFORNIA"

23. CITY MANAGER'S REPORT

24. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

At this time, the City Council will deliberate and discuss whether these items should be placed on a future agenda. In order for any listed item to be placed on a future agenda for substantive discussion or action, the City Council must act by formal motion to direct the City Manager to place the item on a future agenda.

A. Request by Mayor Ambriz to discuss a portion of Our Lady of Guadalupe Mission being converted to museum space
Department: Administration

Recommendation: Discuss

B. Request by Mayor Ambriz to discuss City of Irwindale retirees being considered for resident priority for excursion sign-ups
Department: Administration

Recommendation: Discuss

C. Request by Councilmember Breceda for an update on the Irwindale Speedway
Department: Administration

Recommendation: Discuss.

D. Request by Councilmember Ortiz for a report on the Olive Pit mining operations and remaining time for its extension
Department: Administration

Recommendation: Discuss.

25. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

26. AB 2449 DISCLOSURES

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

27. CONSENT CALENDAR

A. Minutes of the Meeting Held August 28, 2024

Department: City Clerk

Recommendation: Approve

28. SPONTANEOUS COMMUNICATIONS

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

29. NEW BUSINESS

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

30. PUBLIC HEARINGS

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

31. ADJOURN

HOUSING AUTHORITY

32. AB 2449 DISCLOSURES

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

33. CONSENT CALENDAR

A. Minutes of the Meeting Held August 28, 2024
Department: City Clerk

Recommendation: Approve

34. SPONTANEOUS COMMUNICATIONS

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

35. NEW BUSINESS

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

36. PUBLIC HEARINGS

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

37. ADJOURN

RECLAMATION AUTHORITY

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

38. AB 2449 DISCLOSURES

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

39. CONSENT CALENDAR

A. Minutes of the Meeting Held July 24, 2024
Department: City Clerk

Recommendation: Approve

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

Recommendation:
That the Irwindale Reclamation Authority receive and file this report.

40. SPONTANEOUS COMMUNICATIONS

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

41. NEW BUSINESS

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

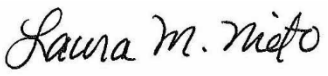
42. PUBLIC HEARINGS

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

43. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, Housing Authority, and Reclamation Authority, to be held on September 11, 2024, be posted at the City Hall, Library, and Post Office on **September 6, 2024**.



Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **AUGUST 2, 2024**
5050 N. IRWINDALE AVENUE **FRIDAY**
IRWINDALE, CALIFORNIA 91706 **10:00 A.M.**

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

ROLL CALL: Present: Councilmembers Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Larry G. Burrola (arrived at 10:14 a.m.); Mayor Albert F. Ambriz

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

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS None.

NEW BUSINESS

ITEM NO. 7A
DISCUSSION AND DIRECTION REGARDING IMPACTS TO IRWINDALE FROM THE PROPOSED L.A. CO. ½% SALES TAX INITIATIVE

DISCUSSION AND DIRECTION REGARDING IMPACTS TO IRWINDALE FROM THE PROPOSED LOS ANGELES COUNTY 1/2% SALES TAX INITIATIVE (THE "AFFORDABLE HOUSING, HOMELESSNESS SOLUTIONS AND PREVENTION NOW" MEASURE) TO BE SUBMITTED TO THE VOTERS AT THE NOVEMBER 5, 2024 BALLOT

ASSISTANT CITY MANAGER OLIVARES: Assistant City Manager Olivares presented the staff report.

COUNCILMEMBER ORTIZ: In response to a question by Councilmember Ortiz, Assistant City Manager Olivares advised that the CA Dept. of Tax and Fee Administration ("CDTFA") is responsible for ensuring that taxing agencies accurately disburse and receive tax allocations.

COUNCILMEMBER GARCIA: Councilmember Garcia asked whether the proposed tax would have a sunset clause, to which Assistant City Manager Olivares indicated that it would not and would run in perpetuity. Councilmember Garcia also asked about the availability of proceeds should the tax be approved, to which Assistant City Manager Olivares indicated that, should the City decline in seeking the proceeds from the proposed tax, the County or any other agency could seek to obtain them. She noted that it is estimated that this tax would generate approximately $1-1.8 million in general fund revenues per year and that the tax would be implemented if over 50% of voters vote in favor of approving it.

COUNCILMEMBER ORTIZ

Councilmember Ortiz noted the complexity of the matter, to which Assistant City Manager Olivares advised that, though complicated, there is an urgency to act quickly since the City would only have until August 9 to transmit the necessary information to the County. Staff would also like to transmit the verbiage of the ordinance to the CDTFA for their review and input, after which staff would like to present the resolution and ordinance to the City Council at its next meeting in order to move forward with placement of the matter on the ballot for the November election.

MAYOR PRO TEM BURROLA

In response to a question by Mayor Pro Tem Burrola, Assistant City Manager Olivares repeated that the funds that would be made available could be sought by other agencies if Irwindale voters do not approve the proposed tax. She noted that the Council best knows the needs of the community and how to best utilize any incoming funds, though the City would have no say in how funding is used it if goes to the County, for example. It is highly unlikely that any of the funding would be returned to Irwindale in the latter example.

DENA ZEPEDA

Dena Zepeda thanked Assistant City Manager Olivares for the information and suggested that the city seek approval of the measure on the ballot.

SUZANNE GOMEZ

Suzanne Gomez also recommended placing this measure on the ballot in the hopes it will achieve voter approval, though she suggested that it include a sunset date.

COUNCILMEMBER GARCIA

In response to a question by Councilmember Garcia, City Attorney Guerra stated that he is not aware of anything that would restrict the City from having full access to the funding should the measure be approved by voters. City Attorney Guerra also explained why there is no need to include a sunset date in the ordinance.

Councilmember Garcia then asked how the funding could be used to which City Attorney Guerra indicated that a special tax could be approved to earmark proceeds for a specific purpose and a general tax could be approved to allow the City to decide how the funding should be utilized.

ASSISTANT CITY MANAGER OLIVARES

Assistant City Manager Olivares noted that the proposed measure is being billed as a general tax.

COUNCILMEMBER ORTIZ

Councilmember Ortiz asked what would happen if the measure did not pass countywide, but the measure for Irwindale did pass, to which Assistant City Manager Olivares indicated that the day after Measure H sunsets, Irwindale would capture a ¼ cent sales tax.

Councilmember Ortiz suggested adopting the ordinance as soon as possible and recommended that the measure be formulated to

emphasize that the use of some of the funding would go toward assisting homeless individuals.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola concurred with Councilmember Ortiz and thanked staff for their awareness regarding this matter.

MAYOR AMBRIZ — Mayor Ambriz agreed to move forward so that the City could collect the funding and determine how best to use it.

MOTION — A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to move forward with adopting any resolutions and ordinances needed to submit a local ballot measure to assess a ¼ cent sales tax. The motion was unanimously approved.

CITY MANAGER MIRANDA — City Manager Miranda thanked Assistant City Manager Olivares, City Attorney Guerra, and Finance Director Borhani for the hard work they put into the report and for their efforts in meeting the related deadlines.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 10:38 a.m.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **AUGUST 28, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **5:31 P.M.**

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

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

Also Present: Julian A. Miranda, City Manager; Jamie Traxler, Assistant City Attorney; and Armando Hegdahl, Management Analyst

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS There were no speakers.

RECESS TO CLOSED SESSION At 5:36 p.m., the City Council met in Closed Session to discuss the following:

Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Julian A. Miranda, City Manager; Jamie Traxler, Assistant Legal Counsel; Mary Hull, Human Resources Manager

Employee Organizations: IMEA, ICEA, IPOA, and Unrepresented Employees

ACTION: Discussed, direction given to staff; no reportable action taken

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

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

ACTION: Discussed, direction given to staff; no reportable action taken

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

ACTION: Discussed, direction given to staff; no reportable action taken

Property: 16249 Arrow Highway
Negotiating Parties: Marta McBride and Julian A. Miranda, City Manager
Under Negotiation: Price and terms of payment

ACTION: Discussed; no reportable action taken (Board Member Breceda declared a potential conflict of interest and recused himself from this matter)

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

ACTION: Discussed, direction given to staff; no reportable action taken (Councilmembers Breceda and Garcia as well as Mayor Pro Tem Burrola declared potential conflicts of interest on this item. After drawing straws, it was determined that Mayor Pro Tem Burrola may participate in discussing this matter along with Councilmember Ortiz and Mayor Ambriz).

Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation
Pursuant to Government Code Section 54956.9 (d)(2), (e)(1)

A point has been reached where, in the opinion of the City Council, upon the advice of its legal counsel based on existing facts and circumstances, that there is significant exposure to litigation against the City of Irwindale. These facts and circumstances are those that might result in litigation against the City but which the City Council believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

Number of Cases: 1

ACTION: Discussed, direction given to staff; no reportable action taken (Mayor Ambriz recused himself on this matter)

RECONVENE IN OPEN SESSION

At 6:55 p.m., the City Council reconvened in Open Session.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 6:58 p.m.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **AUGUST 28, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:58 P.M.**

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

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

Also Present: Julian A. Miranda, City Manager; Jamie Traxler, Assistant City Attorney; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Armando Hegdahl, Management Analyst

AB 2449 DISCLOSURES None.

CHANGES TO THE AGENDA

CITY MANAGER MIRANDA — City Manager Miranda stated that: 1) a revised salary schedule for Item No. 20J has been placed on the dais for each Councilmember, 2) Item No. 20O will be continued to the September 11 meeting, 3) the recognition of Aundrea Butler will be continued to the meeting of September 25, and 4) the recognition of Aria Burrola will be continued to the meeting of October 9.

COUNCILMEMBER TRAVEL REPORTS None.

COUNCILMEMBER COMMENTS

COUNCILMEMBER ORTIZ — Councilmember Ortiz commended the staff of the Recreation, Public Works Services, and Police Departments for collaborating toward the success of the Music in the Park concerts over the summer. He also suggested that either the Parks and Recreation Commission provide input or a new committee be formed to provide input in selecting bands for future concerts that more people would enjoy listening and dancing to.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola requested brighter lighting in the horseshoe area at the park and stated that he received a complaint about vermin at an address on Allen Drive and requested that Code Enforcement check into the concern. He also spoke very highly about the recent RockAbilities Luau and stated his joy in seeing the children having a good time.

COUNCILMEMBER BRECEDA — Councilmember Breceda noted the dry berm behind El Nido Park and asked whether the irrigation system is working properly to which City Manager Miranda stated that staff would look into the concern.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola also reported on concerns from residents at Alice Rodriguez Circle about the nearby wrecking yards where people have been seen jumping over walls and fences, to which City Manager Miranda indicated that Code Enforcement staff would look into the issue.

MAYOR AMBRIZ

Mayor Ambriz echoed Mayor Pro Tem Burrola's sentiment regarding the RockAbilities Luau.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

INTRODUCTION OF MANAGEMENT ANALYST AUNDREA BUTLER

INTRODUCTION OF MANAGEMENT ANALYST AUNDREA BUTLER

This introduction was continued to the meeting of September 25.

INTRODUCTION OF ENGINEERING TECHNICIAN HENRY MONCADA

INTRODUCTION OF ENGINEERING TECHNICIAN HENRY MONCADA

Director Chan provided brief background information and introduced Henry Moncada as the new Engineering Technician.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

RECOGNITION OF OUTGOING IRWINDALE COMMUNITY FOUNDATION BOARD MEMBERS

RECOGNITION OF OUTGOING IRWINDALE COMMUNITY FOUNDATION BOARD MEMBERS

Rosemary Luna from Vulcan Materials, Elizabeth Ramirez from Athens Services, Ruben Tapia, Resident Representative, and Larry G. Burrola, Council Representative, were all recognized for their contributions to the Board.

OATHS OF OFFICE TO INCOMING IRWINDALE COMMUNITY FOUNDATION BOARDMEMBERS

OATHS OF OFFICE TO INCOMING IRWINDALE COMMUNITY FOUNDATION BOARDMEMBERS

Mayor Ambriz administered the Oaths of Office to the incoming Board Members.

CERTIFICATE OF RECOGNITION TO ARIA BURROLA

CERTIFICATE OF RECOGNITION TO ARIA BURROLA

This presentation was continued to the meeting of October 9.

RECOGNITION OF IRWINDALE AQUATICS STAFF FOR SENIOR RESCUE

RECOGNITION OF IRWINDALE AQUATICS STAFF FOR SENIOR RESCUE

This presentation was continued to a future meeting.

NEW BUSINESS

ITEM NO. 19A
PROPOSED SAFETY AND ENVIRONMENTAL JUSTICE PROGRAMS FOR THE HOUSING & GENERAL PLAN UPDATE

PROPOSED SAFETY AND ENVIRONMENTAL JUSTICE PROGRAMS FOR THE HOUSING & GENERAL PLAN UPDATE
(Continued from July 24, 2024)

DIRECTOR SIMPSON — Director Simpson briefly presented the staff report and introduced Vanessa Ramirez from ESA, who continued the presentation that began at the last Council meeting.

VANESSA RAMIREZ — Vanessa Ramirez provided a quick recap on the information presented at the previous Council meeting and continued the PowerPoint presentation which covered topics such as the definitions of the Safety Element and Environmental Justice Element. She also discussed goals of each, provided a summary of outreach efforts, and noted next steps.

CARMEN ROMAN — Responding to a question by Carmen Roman, Mrs. Ramirez advised that the information covered would be tailored to suit the needs of Irwindale and indicated that staff held several community workshops to determine the wants and needs of the community. She added, however, that some aspects are included in the elements as required by state law.

DENA ZEPEDA — Dena Zepeda voiced concern about utilizing outdated information, to which Mrs. Ramirez reiterated that the report includes information gathered at workshops that were held between 2023 up through the workshop held two months ago and noted that it will be further be updated to include comments received tonight.

DIRECTOR SIMPSON — Director Simpson noted that the proposed elements have been available for public review and were sent to multiple agencies, including state agencies, which provided feedback.

SUZANNE GOMEZ — Suzanne Gomez commended staff for the great report and suggested including the elements into the General Plan.

MOTION — A motion was made by Mayor Pro Tem Burrola to approve the programs presented for the Safety Element and Environmental Justice Elements.

MAYOR AMBRIZ — Responding to a question by Mayor Ambriz, Director Simpson stated that staff is seeking Council input about whether the proposed programs should be changed, added, or removed.

ASSISTANT CITY ATTORNEY TRAXLER — Assistant City Attorney Traxler added that the final Environmental Justice and Safety Elements will be considered by the Council at a future public hearing.

ROLL CALL — The above-mentioned motion, which was seconded by Councilmember Breceda, was unanimously approved.

ITEM NO. 19B
ALLEN DRIVE
RE-ZONING

ALLEN DRIVE RE-ZONING

COUNCILMEMBER BRECEDA AND CITY MANAGER MIRANDA — Councilmember Breceda and City Manager Miranda declared potential conflicts of interest with this item and exited the Council Chambers at 7:35 p.m.

DIRECTOR SIMPSON — Director Simpson presented the staff report and made a PowerPoint presentation.

MAYOR AMBRIZ — Responding to several questions by Mayor Ambriz, Director Simpson advised that R1 zoning allows for housing density of up to eight units per acre, while R2 zoning allows for up to 14 units per acre. She added that tonight's item simply pertains to the zoning for the subject site and that the actual development of housing would be considered in the future.

CARMEN ROMAN — Carmen Roman asked about the amount of land reserved for housing, stated her preference that the City avoid developing a "poor section and rich section" of housing with high density/low-income units in one area and single family units in another, and opposed developing units with commercial units downstairs and residential units upstairs.

DENA ZEPEDA — Dena Zepeda provided suggestions on how to zone certain sections of the subject lot. Responding to a question by Mrs. Zepeda, Director Simpson advised that future developers could discuss with the City the type of housing they would like to develop, though that is a process that will be undertaken in the future. Mrs. Zepeda stated that residents are opposed to developing two houses on one lot since homeowners are opposed to sharing a driveway.

ROBERT DIAZ — Robert Diaz expressed his understanding that zoning density requirements have changed recently to which Director Simpson advised that they have not changed and remain at eight units per acre for R1 and 14 units per acre for R2.

FRED BARBOSA — Fred Barbosa questioned why the entire lot has not been reserved for housing.

CARMEN ROMAN — Carmen Roman agreed with Mr. Barbosa that the entire site should be reserved for housing. She stated her belief that today's youth prefer houses with small yards that are situated apart from their neighbors' units.

SUZANNE GOMEZ — Suzanne Gomez thanked the Planning Department for their efforts in obtaining feedback from residents and suggested that the Council focus on the desires of the residents at this point and address or litigate state requirements in the future.

MAYOR AMBRIZ — Mayor Ambriz stated that the Council wishes to develop the entire 10-acre site on the same scale as its surrounding neighborhoods, and that he would like to rezone the entire 10 acres as R2 in order to grant staff and housing developers flexibility. He also requested for conceptual drawings to be provided to the Council to help it decide what should be developed at the site.

Responding to a question by Mayor Ambriz, Director Chan advised that the area of the site that experienced a slope failure is considered a "no build zone" and that no permanent structure should be developed there, though it would be ok to develop things such as a park, community garden, and perhaps a parking area.

Mayor Ambriz also asked whether the slope failure renders the rest of the site undevelopable, to which Director Chan confirmed that the rest of the area is stable and buildable, though he mentioned that providing a larger setback away from the area of the slope failure may be considered. He further noted that a geotechnical report for the site would be submitted to the City's Building & Safety department at which point the engineers could verify whether the proposed development would be safe.

Mayor Ambriz reiterated his desire to designate the 10-acre Allen Drive parcel as R2 zoning so that staff and developers could develop a housing project. He also reiterated his request for conceptual drawings to be presented at upcoming housing workshops and spoke on the need to speed up the timelines identified in the Housing Element.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola stated that the City is fortunate to have 10 acres to build homes. He also recommended obtaining input from a developer as to the zoning they would suggest for the area, to which Director Simpson advised that developers would typically ask City staff about a specific site's zoning. She advised that, at this point, staff is merely asking the Council to determine the zoning they would prefer for the six acres that have been reserved for housing, since the

HCD has requested a timeline for the anticipated rezoning for the six acres.

PLANNING TECHNICIAN ROMERO — Planning Technician Romero offered several potential configurations to the site.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola repeated that a developer could provide options and then change the site to either R1 or R2 zoning, to which Director Simpson advised that the HCD would have to be notified if the zoning on a parcel were changed.

COUNCILMEMBER GARCIA — Councilmember Garcia stated that if the site were zoned R2, housing could be mixed as preferred by the Housing Authority Board.

DIRECTOR SIMPSON — Director Simpson reiterated that R2 zoning permits a maximum of 14 units per acre, though the Housing Authority Board has the discretion to approve fewer, as long as it complies with the numbers submitted previously to HCD.

MAYOR PRO TEM BURROLA — Responding to a question by Mayor Pro Tem Burrola, Director Simpson advised that future housing workshops, led by the Housing Coordinator, would feature developers that would speak to potentially developing a variety of housing types.

COUNCILMEMBER GARCIA — Councilmember Garcia noted that, per R2 zoning conditions, a maximum of 140 homes could potentially be built in the entire 10-acre site.

COUNCILMEMBER ORTIZ — Councilmember Ortiz concurred with Mayor Ambriz about zoning the entire 10-acre site as R2.

MOTION — A motion was made by Mayor Ambriz, seconded by Councilmember Ortiz, to rezone the entire 10-acre parcel on Allen Drive to R2 to allow staff and developers the flexibility needed in developing a quality housing project. The motion was unanimously approved; Councilmember Breceda absent.

DIRECTOR SIMPSON — Director Simpson noted that, with this action, the site would not need to be subdivided. Staff will work through the rezoning process following this action.

ITEM NO. 19C
CITY PARKWAYS — CITY PARKWAYS

DIRECTOR RODRIGUEZ — Director Rodriguez presented the report and made a PowerPoint presentation.

FRED BARBOSA — Fred Barbosa asked whether residents could remove trees on parkways if they are damaging their sprinkler lines, to which Director Rodriguez indicated that they would likely need to speak to City staff

to ensure that the residents meet the requirements of the Conditions, Covenants, and Restrictions ("CC&R") that they entered into for the site.

Mr. Barbosa then asked about sending the City the bill for the repair of the sprinkler lines, to which Assistant City Attorney Traxler mentioned that residents may submit a claim for damages to the City.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola advised that he requested to discuss this matter since two residents along Alice Rodriguez Circle have requested City assistance in repairing sprinkler lines damaged by trees. He acknowledged that they signed CC&R's approximately 17 years ago that requires them to maintain the vegetation at the parkway but did not know of the potential damage that the trees could create. He suggested that the City be responsible for repairing the damage to the sprinkler lines for the two households.

Mayor Pro Tem Burrola asked who trims the trees along Alice Rodriguez Circle, to which Director Rodriguez advised that the City has hired a contractor to trim the trees at the direction of a former City Manager.

MAYOR AMBRIZ

Responding to a question by Mayor Ambriz regarding liability for the damaged sprinkler lines, Assistant City Attorney Traxler advised that, generally speaking and without having seen the CC&R's, the property owner would usually assume responsibility for the maintenance of their property when they sign their CC&R and that the City does not have the responsibility for maintaining private property.

COUNCILMEMBER BRECEDA

Councilmember Breceda stated that the issue with damage to sidewalks and sprinkler lines caused by trees seems to be citywide rather than an issue only being experienced by a couple of residents.

FRED BARBOSA

Responding to a question by Fred Barbosa, Director Rodriguez advised that the state's Streets and Highway Code indicates that the property owner is responsible for maintaining the sidewalk in front of their property. She also noted that the City is not aware of the property owners' maintenance schedules for their properties and advised that, should the City be made responsible for maintaining the trees citywide, funding would need to be earmarked and a policy and procedure would need to be determined to establish how the City would assume the responsibility.

COUNCILMEMBER GARCIA

Councilmember Garcia stated that the City may need to adopt an ordinance to exempt existing and future households from assuming responsibility for maintaining trees along city parkways. He stated, however, that commercial property owners should still be required to maintain the parkways fronting their properties.

COUNCILMEMBER ORTIZ — Councilmember Ortiz suggested allowing the City Attorney's Office to look into the issue and return with options that the Council could consider.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola stated that this matter is turning into a big issue when his intent was merely for the City to repair the sprinkler lines for two resident households.

DIRECTOR RODRIGUEZ — Director Rodriguez advised that the damage to the sidewalk being caused by the tree will be repaired under the Engineering Department's Street Resurfacing project. She stated that the Council could decide whether the City should pay for the repair to the sprinkler line and noted that the cost for the repair would be approximately $1,750 per home, and that the City would need to work with the City Attorney 's Office to draft the appropriate documentation so that the property owner could grant staff or a contractor to access their properties to conduct the repairs.

MAYOR AMBRIZ — Mayor Ambriz agreed with Councilmember Ortiz's suggestion to table the matter so that the City Attorney's Office could conduct research and provide the Council with potential options.

COUNCILMEMBER BRECEDA — Councilmember Breceda cautioned that whatever is offered to one resident must be offered to all in order to treat all residents equally.

COUNCIL CONSENSUS — Council consensus was reached to table the matter to another meeting so that the City Attorney's Office can conduct research and provide the Council with options.

ITEM NO. 19D
FIRST READING OF ORDINANCE NO. 776 START TIME OF REGULAR CITY COUNCIL MEETINGS

FIRST READING OF ORDINANCE NO. 776 – START TIME OF REGULAR CITY COUNCIL MEETINGS

ORDINANCE NO. 776 INTRODUCED FOR FIRST READING — **Ordinance No. 776**, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 2.04.010 OF THE MUNICIPAL CODE RELATING TO START TIME OF REGULAR CITY COUNCIL MEETINGS," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Burrola, and unanimously approved.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, to approve the Consent Calendar, reading by title

only and waiving further reading thereof, except for Item No. 20K which was removed for separate consideration and Item No. 20O which will be considered at a future meeting. The motion was unanimously approved.

ITEM NO. 20A
MINUTES OF THE SPECIAL AND REGULAR MEETINGS OF

MINUTES OF THE SPECIAL AND REGULAR MEETINGS OF JULY 24, 2024

The minutes were approved.

ITEM NO. 20B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 20C
RECORDS DISPOSITION FORMS

RECORDS DISPOSITION FORMS

The records disposition forms were approved and staff was authorized to dispose of the proposed records listed in the disposition forms subject to final approval by the City Attorney's Office.

ITEM NO. 20D
APPROVE RESOLUTION AND MEMORANDUM OF AGREEMENT BETWEEN THE CITIES OF IRWINDALE AND COVINA TO ALLOW THE SHARING OF DISPATCHER SERVICES

APPROVE RESOLUTION AND MEMORANDUM OF AGREEMENT BETWEEN THE CITIES OF IRWINDALE AND COVINA TO ALLOW THE SHARING OF DISPATCHER SERVICES

RESOLUTION NO. 2024-75-3552 ADOPTED

Resolution No. 2024-75-3552, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITEIS OF IRWINDALE AND COVINA FOR THE SHARING OF POLICE DISPATCH PERSONNEL," was adopted, thereby authorizing the City Manager to enter into a reciprocal agreement between the Cities of Irwindale and Covina for the sharing of Police Dispatcher personnel, subject to final approval as to form by the City Attorney's Office.

ITEM NO. 20E
CITY MANAGER CONTRACT AMENDMENT

CITY MANAGER CONTRACT AMENDMENT

RESOLUTION NO. 2024-65-3542
ADOPTED

Resolution No. 2024-65-3542, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF IRWINDALE AND JULIAN MIRANDA," was adopted.

ITEM NO. 20F
CONSIDERATION OF RESOLUTION ACCEPTING A MOU FOR EMPLOYEES REPRESENTED BY THE IMEA

CONSIDERATION OF RESOLUTION ACCEPTING A MEMORANDUM OF UNDERSTAANDING FOR EMPLOYEES REPRESENTED BY THE IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION ("IMEA")

RESOLUTION NO. 2024-61-3538
ADOPTED

Resolution No. 2024-61-3538, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION ("IMEA") FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2027," was adopted.

ITEM NO. 20G
CONSIDERATION OF RESOLUTION ACCEPTING A TENTATIVE AGREEMENT FOR SUCCESSOR MOU WITH THE IRWINDALE ICEA

CONSIDERATION OF RESOLUTION ACCEPTING A TENTATIVE AGREEMENT FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE IRWINDALE CITY EMPLOYEES ASSOCIATION ("ICEA")

RESOLUTION NO. 2024-71-3548
ADOPTED

Resolution No. 2024-71-3548, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE CITY EMPLOYEES ASSOCIATION ("ICEA") FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2027," was adopted.

ITEM NO. 20H
CONSIDERATION OF RESOLUTION ACCEPTING A TENTATIVE AGREEMENT FOR

CONSIDERATION OF RESOLUTION ACCEPTING A TENTATIVE AGREEMENT FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE IRWINDALE POLICE OFFICERS' ASSOCIATION ("IPOA")

UCCESOR MOU WITH
THE IPOA

RESOLUTION NO. 2024-74-3551
ADOPTED

Resolution No. 2024-74-3551, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE POLICE OFFICERS' ASSOCIATION ("IPOA") FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2027," was adopted.

ITEM NO. 20I
CONSIDERATION OF RESOLUTIONS APPROVING SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES AND BENEFITS FOR PART-TIME EMPLOYEES

CONSIDERATION OF RESOLUTIONS APPROVING SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES AND BENEFITS FOR PART-TIME EMPLOYEES

RESOLUTION NO. 2024-63-3540
ADOPTED

Resolution No. 2024-63-3540, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2021-116-3238 ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES," and

RESOLUTION NO. 2024-62-3539
ADOPTED

Resolution No. 2024-62-3539, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2023-88-3466, ADOPTING BENEFITS FOR UNREPRESENTED UNCLASSIFIED NONPERMANENT AND PERMANENT PART-TIME AT-WILL CITY EMPLOYEES," were adopted.

ITEM NO. 20J
CONSIDERATION OF RESOLUTION RELATING TO COMPENSATION FOR CITY EMPLOYEES

CONSIDERATION OF RESOLUTION RELATING TO COMPENSATION FOR CITY EMPLOYEES

RESOLUTION NO. 2024-64-3541
ADOPTED

Resolution No. 2024-64-3541, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-45-3522 AND ESTABLISHING THE NUMBER OF

POSITIONS, SCHEDULE OF CLASSES AND COMPENSATION FOR CITY EMPLOYEES," was adopted.

ITEM NO. 20L
REGIONAL FOOD RECOVERY PROGRAM LETTER OF AGREEMENT WITH THE SGVCOG

REGIONAL FOOD RECOVERY PROGRAM LETTER OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

RESOLUTION NO. 2024-73-3550
ADOPTED

Resolution No. 2024-73-3550, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO SIGN A FRESH SGV REGIONAL FOOD RECOVERY PROGRAM LETTER OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) TO CONFIRM THE CITY OF IRWINDALE'S PARTICIPATION IN THE FOOD RECOVERY FOR EQUITY, SUSTAINABILITY, AND HEALTH IN THE SAN GABRIEL VALLEY (FRESH SGV) PROGRAM, WHICH INCLUDES UTILIZING CALRECYCLE'S ROUND TWO SB 1383 LOCAL ASSISTANCE GRANT APPLIED FOR BY SGVCOG ON BEHALF OF THE CITY OF IRWINDALE," was adopted.

ITEM NO. 20M
ACCEPT AND APPROPRIATE $150,000 OF HAZARD MITIGATION GRANT PROGRAM FUNDING FROM FEMA AND $50,000 FROM THE CA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PREPARE CA MATCH PROGRAM

ACCEPT AND APPROPRIATE $150,000 OF HAZARD MITIGATION GRANT PROGRAM FUNDING FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND $50,000 FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PREPARE CALIFORNIA MATCH PROGRAM

RESOLUTION NO. 2024-56-3536
ADOPTED

Resolution No. 2024-56-3536, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM IN THE AMOUNT OF $150,000 AND THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PREPARE CALIFORNIA MATCH PROGRAM IN THE AMOUNT OF $50,000 FOR THE USE OF PROJECTS THAT WILL HELP DEVELOP A FEMA APPROVED HAZARD MITIGATION PLAN," was adopted.

ITEM NO. 20N
REJECTION OF CLAIM – ANDY CHEN V. CITY OF IRWINDALE

REJECTION OF CLAIM – ANDY CHEN V. CITY OF IRWINDALE

The claim of Andy Chen vs. City of Irwindale was rejected, and staff was directed to send a standard letter of rejection.

ITEM NO. 20O
AMENDMENT NO. 1 WITH CALIFORNIA CONSULTING, INC. FOR GRANT WRITING MANAGEMENT SERVICES

AMENDMENT NO. 1 WITH CALIFORNIA CONSULTING, INC. FOR GRANT WRITING MANAGEMENT SERVICES

This item was pulled from the agenda and will be considered at the meeting of September 11, 2024.

ITEM NO. 20P
PROJECT ACCEPTANCE OF TRAFFIC SIGNAL MODIFICATION PROJECT AT ARROW HIGHWAY AND VINCENT AVENUE P-980

PROJECT ACCEPTANCE OF TRAFFIC SIGNAL MODIFICATION PROJECT AT ARROW HIGHWAY AND VINCENT AVENUE

The City Council ratified changes to the original scope of work and accepted the improvements and maintenance responsibilities for the constructed improvements for the Traffic Signal Modifications Project at Arrow Highway and Vincent Avenue p-980; approved the final construction project amount of $90,900.00 under the construction contract with MSL Electric, Inc.; authorized the City Clerk to record the Notice of Completion; and authorized the Finance Director to release the 5% retention amount for the construction project and make any final project related transactions.

END OF CONSENT CALENDAR

ITEM NO. 20K
ADOPT RESOLUTION TO AUTHORIZE THE SIGNING OF MEASURE A GRANT FUNDING AGREEMENT

ADOPT RESOLUTION TO AUTHORIZE THE SIGNING OF MEASURE A GRANT FUNDING AGREEMENT

MAYOR PRO TEM BURROLA

Responding to several question by Mayor Pro Tem Burrola, Director Rodriguez elaborated upon which areas of the park could be updated with the subject funding. He noted existing drainage issues at El Nido Park, to which Director Rodriguez advised that staff would address the problem. He also requested that staff continue monitoring and addressing issues at the other city parks.

RESOLUTION NO. 2024-70-3547
ADOPTED

Resolution No. 2024-70-3547, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO ENTRE INTO AN ANNUAL ALLOCATION AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT TO APPLY FOR MEASURE A FUNDING GRANT FOR

THE CITY OF IRWINDALE, ACCEPTING THE MEASURE A GRANT FUNDS, AND APPROPRIATING FUNDING IN THE AMOUNT OF $305,040 FROM THE GENERAL RESERVES TO CREATE A REIMBURSEMENT ACCOUNT," was adopted on the motion of Mayor Pro Tem Burrola, seconded by Councilmember Breceda, and unanimously approved.

SPONTANEOUS COMMUNICATIONS

FRED BARBOSA — Fred Barbosa made allegations of harassment from city employees against other city employees.

VERONICA BARBOSA — Veronica Barbosa Lara made allegations of discrimination from the City toward individuals with disabilities.

PUBLIC HEARINGS — None.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA — City Manager Miranda presented the following report:

1) City offices will be closed on September 2 in observance of the Labor Day holiday.
2) An Emergency Preparedness Fair has been scheduled for September 7.
3) Applications are currently being accepted for open positions such as Associate Planner, Engineering Technician, Engineering Intern, Library Tutor, and more.
4) The Irwindale MariachiFest will begin September 5.
5) He also mentioned upcoming Senior Center activities.

FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

COUNCILMEMBER ORTIZ — Councilmember Ortiz noted dust issues being caused by trucks operating at the Olive Pit and requested that information on the pit's operations and the amount of time left on their extension be presented at the next Council meeting. Unanimous Council consensus was reached to add the item to a future agenda for further discussion.

COUNCILMEMBER BRECEDA — Councilmember Breceda requested an update on the current operations and the proposed development project at the Irwindale Speedway for consideration at an upcoming meeting. Unanimous Council consensus was reached to add the item to a future agenda for further discussion.

MAYOR AMBRIZ — Mayor Ambriz asked to discuss the conversion of the Our Lady of Guadalupe Mission into a museum and requested for retiring employees to be given priority when signing up for city trips.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 9:18 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
August 2024

Payroll Batch	403-08-24, 408-08-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
8/8/24			
	11 City Council		1,731.15
	13 City Administrative Office		60,145.93
	14 Finance Department		28,286.39
	15 Summer Youth		7,056.00
	35 Police Department		206,457.96
	40 Recreation Department		36,959.23
	41 Aquatics Department		25,696.35
	42 Senior Citizens' Center		16,216.34
	44 Library		14,447.89
	51 Planning & Community Development		28,245.64
	52 Public Works - Engineering		23,905.54
	57 Public Works - Services		51,731.47
		Gross Payroll	500,879.89
		Required Deductions	(139,873.96)
		Voluntary Deductions	(21,333.83)
		Net Payroll	339,672.10

Payroll Batch	409-08-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
8/13/24			
	40 Recreation Department		500.78
		Gross Payroll	500.78
		Required Deductions	(50.33)
		Voluntary Deductions	-
		Net Payroll	450.45

Payroll Batch	417-08-24, 418-08-24, 422-08-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
8/22/24			
	11 City Council		6,985.82
	13 City Administrative Office		60,384.74
	14 Finance Department		27,440.45
	35 Police Department		190,050.56
	40 Recreation Department		33,500.14
	41 Aquatics Department		29,719.55
	42 Senior Citizens' Center		16,448.48
	44 Library		14,085.82
	51 Planning & Community Development		31,452.33
	52 Public Works - Engineering		25,584.20
	57 Public Works - Services		52,022.64
		Gross Payroll	487,674.73
		Required Deductions	(134,728.98)
		Voluntary Deductions	(22,844.54)
		Net Payroll	330,101.21

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 9/5/2024 3:58 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102590	CALIFO56	California State Disbursement Unit	08/22/2024	604.15
102591	CALIFO57	California State Disbursement Unit	08/22/2024	143.07
102592	CALIFO58	California State Disbursement Unit	08/22/2024	100.00
102593	FRANC06	Franchise Tax Board	08/22/2024	467.40
102594	ICEA	Irwindale City Employee Assoc.	08/22/2024	923.00
102595	IMEA	Irwindale Mgmt Employee Assoc.	08/22/2024	500.00
102596	IRWIND02	Irwindale Police Officers Assoc.	08/22/2024	3,208.00
102597	LOSANG31	Los Angeles County Sheriff's Dept.	08/22/2024	213.63
102598	ARIAS01	Michael Arias	08/22/2024	2,313.00
102599	CAMPOS03	Manuel Campos	08/22/2024	1,374.00
102600	GALLARDC	Claudia Carlos	08/22/2024	4,961.59
102601	CORNEJOD	Diego Cornejo	08/22/2024	2,313.00
102602	ESTE12	Leticia Esteves	08/22/2024	7.50
102603	HOMEDE	Home Depot Credit Services	08/22/2024	2,815.59
102604	OFFICE03	ODP Business Solutions, LLC	08/22/2024	8.81
102605	STROBE03	Gary Strobehn	08/22/2024	415.07
102606	TAPIA11	Sylvia Tapia	08/22/2024	4,961.59
102607	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	08/22/2024	724.00
102608	AT&T06	AT & T	08/22/2024	1,756.93
102609	NEST01	Blue Triton Brands, Inc.	08/22/2024	1,477.57
102610	CABI01	Nabor Cabibil	08/22/2024	300.00
102611	CALIFO25	California Library Association	08/22/2024	250.00
102612	CAMPOS03	Manuel Campos	08/22/2024	187.79
102613	CONCE01	Concentra	08/22/2024	229.00
102614	CONDOR02	Condor Outdoor Products	08/22/2024	1,217.45
102615	COUNTY13	Dept of Auditor-Controller County of Los A	08/22/2024	983.56
102616	PMIDEN	Delta Dental Insurance Company	08/22/2024	628.01
102617	PMIDEN01	Delta Dental of California	08/22/2024	13,482.04
102618	FRONT01	Frontier Communications	08/22/2024	367.02
102619	HERNAN25	Christian Hernandez	08/22/2024	300.00
102620	HINDER	Hinderliter, De Llamas & Assoc	08/22/2024	447.48
102621	HOMEDE	Home Depot Credit Services	08/22/2024	2,042.53
102622	JOHN01	Roger William Johnson	08/22/2024	2,600.00
102623	JONES03	Richard D Jones, A Professional Law Corp	08/22/2024	3,624.27
102624	LACOPO	LACPCA	08/22/2024	300.00
102625	NIETO01	Laura Nieto	08/22/2024	52.80
102626	OFFICE03	ODP Business Solutions, LLC	08/22/2024	2,549.41
102627	OPTUM01	OptumRx, Inc.	08/22/2024	32,507.52
102628	OROSCON	Natalie Orosco	08/22/2024	75.00
102629	ORTIZH	H. Manuel Ortiz	08/22/2024	844.44
102630	REGIST01	Registrar-Recorder/County Clerk	08/22/2024	43.00
102631	RICOH02	Ricoh USA, Inc	08/22/2024	1,673.13
102632	ACCOUN	Robert Half	08/22/2024	1,105.63
102633	SECT01	Sectran Security Inc.	08/22/2024	125.07
102634	VISION01	Vision Service Plan - (CA)	08/22/2024	2,024.19
102635	VISION01	Vision Service Plan - (CA)	08/22/2024	4,618.73
102636	YEUNG01	Sanny Yeung	08/22/2024	7.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102640	INTU01	Intuvision	08/29/2024	700.00
102641	OFFICE03	ODP Business Solutions, LLC	08/29/2024	126.71
102642	OLIVAR03	Sandro Olivares	08/29/2024	259.06
102643	AMERIFID	American Fidelity Assurance	08/29/2024	9,090.22
102644	AZUSALW	Azusa Light & Water	08/29/2024	887.50
102645	CALIFO02	California American Water	08/29/2024	6,106.27
102646	CARDEN01	Rudy Cardenas	08/29/2024	150.00
102647	CHARTE01	Charter Communications	08/29/2024	369.66
102648	GAMEZ01	Pablo Gamez	08/29/2024	55.06
102649	INTU01	Intuvision	08/29/2024	2,065.00
102650	JOHN01	Roger William Johnson	08/29/2024	1,200.00
102651	LANCES	Lance, Soll & Lunghard LLP	08/29/2024	3,950.00
102652	PADILLAM	Melissa Marez	08/29/2024	60.00
102653	MONCA01	Henry Moncada	08/29/2024	177.78
102654	OLIVAR01	Theresa Olivares	08/29/2024	91.96
102655	PALACI01	Joanna Palacios	08/29/2024	74.92
102656	PURCHA	Purchase Power	08/29/2024	7.50
102657	ROD22	Rosie Rodriguez	08/29/2024	12.00
102658	STANDA01	Standard Insurance Co. RV	08/29/2024	465.45
102659	STATEO01	State Of California	08/29/2024	194.00
102660	TACO01	Tacos El Pau	08/29/2024	1,379.70
102661	WILL01	April Williams	08/29/2024	450.00
102662	BAKER01	Baker & Taylor Books	09/11/2024	43.07
102663	CITYOF23	City Of West Covina	09/11/2024	9,300.00
102664	CONVER	Converse Consultants, Inc.	09/11/2024	7,621.34
102665	COUNTY04	County of Los Angeles	09/11/2024	12,302.77
102666	LOSANG33	County of Los Angeles	09/11/2024	4,460.91
102667	GEOLOG	Geologic Associates	09/11/2024	25,468.94
102668	PROPRINT	Pro Printing, Inc.	09/11/2024	425.57
102669	SIERRA01	Sierra Chevrolet	09/11/2024	134.00
102670	LEES01	Chad A. Streelman	09/11/2024	432.18
102671	WESTCO05	West Coast Arborists, Inc.	09/11/2024	15,792.51
102672	ACCO01	ACCO Engineering Systems	09/11/2024	1,022.83
102673	AREAD	Area "D"	09/11/2024	1,000.00
102674	ASSA01	Assa Abloy Entrance System US Inc	09/11/2024	3,612.58
102675	BAKER01	Baker & Taylor Books	09/11/2024	75.57
102676	BAKER10	Bakers Man Production	09/11/2024	1,000.00
102677	Cat Spec	Cat Specialities Inc	09/11/2024	2,413.34
102678	CINTAS	Cintas Corporation #693	09/11/2024	456.18
102679	CITYOF23	City Of West Covina	09/11/2024	1,050.00
102680	CONVER	Converse Consultants, Inc.	09/11/2024	7,145.01
102681	DEPTOF02	County of LA Dept of Animal Care & Cont	09/11/2024	12,615.71
102682	FRAZ01	Frazier Capitol Valuation, Inc	09/11/2024	1,800.00
102683	FWEP01	FWEP Aquisitioin Inc	09/11/2024	225.46
102684	IWORQ01	IWorQ Systems Inc	09/11/2024	2,600.00
102685	KANO01	Kanopy Inc.	09/11/2024	2,400.00
102686	LANDSC	Landscape Warehouse III Inc.	09/11/2024	83.46
102687	LOSANG20	Los Angeles County Fire Dept.	09/11/2024	2,099.00
102688	MAINTE01	Maintex	09/11/2024	3,318.50
102689	MIDAS	Manuel C Muratalla	09/11/2024	594.49
102690	MARIPO	Mariposa Landscapes, Inc.	09/11/2024	9,606.54
102691	MOTOR02	Motorola Solutions	09/11/2024	27,210.60
102692	NAN01	Nancy K Bohl Inc	09/11/2024	2,083.00
102693	OFFICE03	ODP Business Solutions, LLC	09/11/2024	747.83
102694	RIGHT01	Right of Way, Inc.	09/11/2024	240.90
102695	TRIANG01	Triangle Truck Parts	09/11/2024	38.68
102696	TUMBLE01	Tumbleweed Press Inc.	09/11/2024	1,278.40

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102697	UNITED11	United Site Services of CA Inc	09/11/2024	589.50
102698	WESTCO05	West Coast Arborists, Inc.	09/11/2024	4,667.25
			Report Total (106 checks):	295,702.38

Item #19.C.

City of
IRWINDALE
AGENDA REPORT

Date: September 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: 2nd Reading of Ordinance No. 776

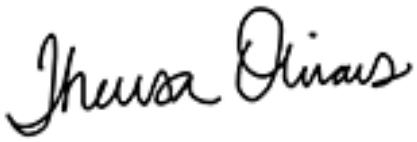
City Manager's Recommendation:

Adopt on second reading Ordinance No. 776 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 2.04.010 (“COUNCIL MEETINGS”) OF CHAPTER 2.04 (“CITY COUNCIL”) OF TITLE 2 (“ADMINISTRATION AND PERSONNEL”) OF THE IRWINDALE MUNICIPAL CODE RELATING TO START TIME OF REGULAR CITY COUNCIL MEETINGS" reading by title only and waiving further reading thereof.

Administrative Action:

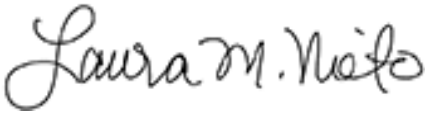
Submitted by:

Theresa Olivares, Assistant City Manager



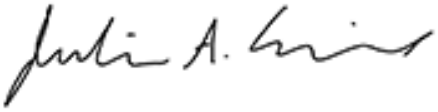
Prepared by:

Laura Nieto, Chief Deputy City Clerk



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

At the meeting of August 28, 2024, the City Council introduced for first reading Ordinance No. 776, which would amend Section 2.04.010 ("Council Meetings" of Chapter 2.04 ("City Council") of Title 2 ("Administration and Personnel") of the Irwindale Municipal Code relating to the start ime of regular City Council meetings.

It would now be appropriate for the City Council to adopt Ordinance No. 776 on second reading.

Fiscal Impact:

None

Attachments:

1. Ordinance No. 776

ORDINANCE NO. 776

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 2.04.010 ("COUNCIL MEETINGS") OF CHAPTER 2.04 ("CITY COUNCIL") OF TITLE 2 ("ADMINISTRATION AND PERSONNEL") OF THE IRWINDALE MUNICIPAL CODE RELATING TO START TIME OF REGULAR CITY COUNCIL MEETINGS

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2.04.010 ("Council Meetings") of Chapter 2.04 ("City Council") of Title 2 ("Administration and Personnel") of the Irwindale Municipal Code is hereby amended in its entirety and shall read as follows (~~strikethrough~~ represents deleted language while ***bold underlined italics*** represents added language):

2.04.010 Council meetings. There shall be two regular meetings of the City Council and all of its agencies during each calendar month and such meetings shall be held on the second and fourth Wednesdays thereof, at the hour of ~~six-thirty p.m.~~ ***six p.m.***; provided, however, that if the date of any such regular meeting falls on a holiday, said regular meeting may not be held that holiday, but may be canceled or re-scheduled, as deemed necessary. ***The meetings will be held in the city council chambers at City Hall or at such other places within the city limits of the city as the city council may, from time to time, provide.*** Any regular meeting may be adjourned from time to time, and special meetings may be called in the manner provided by law.

SECTION 2. The Chief Deputy City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be posted according to law.

PASSED, APPROVED, AND ADOPTED this ____day of _____ 2024

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California do hereby certify that the foregoing Ordinance No. 776 was introduced at a regular meeting of the City Council of the City of Irwindale held on the 28th day of August 2024, and was duly passed at a regular meeting of the City Council of the City of Irwindale held on the ____ day of _____ 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 776, adopted by the City Council of the City of Irwindale at its regular meeting held _____ to be posted at the City Hall, Library, and Post Office on _____.

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

Item #19.D.

City of
IRWINDALE
AGENDA REPORT

Date: September 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment No. 1 with California Consulting, Inc. for Grant Writing Management Services (Continued from August 28, 2024)

City Manager's Recommendation:

That the City Council approve Amendment No. 1 to the Professional Services Agreement with California Consulting, Inc. for a three (3) year(s) term for grant writing management services.

Administrative Action:

Submitted / Prepared by:

Theresa Olivares, Assistant City Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The City has contracted with California Consulting for two years, and desires to continue this service for an additional three (3) years, including September 1, 2024 – August 31, 2025, September 1, 2025 –

August 31, 2026, and September 1, 2026 – August 31, 2027. California Consulting provides comprehensive grant writing, management and evaluation services for many municipalities and school districts throughout the State of California. The process begins with a comprehensive Needs Assessment, where the Consultant's staff meets with City staff to identify high priority funding areas. A team of grant writing professionals will then identify and apply for funding opportunities that meet those needs. The City staff works hand in hand with the consultant to provide the necessary data needed to complete and submit for competitive grant applications on behalf of the City.

As the community needs increase and viable revenue sources decrease, it has become more important to capture alternative funding sources. Based on discussions with California Consulting and a cursory review of their weekly grant opportunities list, there are numerous grant possibilities for the City of Irwindale, depending on eligibility. During FY 2023-2024, the City applied for several grants and was successful in securing $461,458, (Attachment "A") in grant funding. For FY 2024-2025, staff will be seeking grant opportunities for the Civic Center (Exterior Improvement Project), the Public Library Improvement Project, Cybersecurity, Public Safety, and Electrical Vehicle Charging Stations.

The City of Irwindale will benefit from utilizing California Consulting in the following ways:

1. Prioritization of projects in need of grant funding;
2. Expertise in applying for various grant opportunities (Federal, State, County and Private Foundation(s)); and
3. Assistance in the long-term development of an effective grant-writing program.

California Consulting will provide monthly reports to the City, which will include grants in progress, grants submitted, grants pending, and grants awarded. In addition, they will provide the City with a monthly email list of current and upcoming grant opportunities specific to our needs.

Staff is requesting the City Council to consider Amendment No. 1 in order to allow the City to continue benefiting from California Consulting expertise in finding and securing grant opportunities. The original agreement included a monthly fee of $4,500 for services rendered plus $300 for out-of-pocket expenses for a total amount not-to-exceed $57,600. They are now proposing to increase the monthly service fee by $500 from $4,500 to $5,000. Staff negotiated the following three (3) year term and monthly service fee amount:

- September 1, 2024 – August 31, 2025 $4,700/month ($56,400 annually)
- September 1, 2025 – August 31, 2026 $4,900/month ($58,800 annually)
- September 1, 2026 – August 31, 2027 $5,000/month ($60,000 annually)

Fiscal Impact:

Fiscal Year 2024-2025 Adopted budget included $54,000 for the said service, however, with the suggested fee increase, the total service cost now will be $56,000 ($4,500 for July and August, and $4,700 from September to June.) Sufficient funding is available, and no additional amount is being requested.

Attachments:

1. Attachment "A"
2. California Consulting, Inc. Amendment No. 1
3. California Consulting, Inc. Contract (2023)

Attachment "A"

FY 2023-2024 Grant Applications

AGENCY	GRANT	DEPT	AMOUNT	DATE SUBMITTED	STATUS
CalOES	Hazard Mitigation Grant Program – Prepare CA Match	Community Development	$150,000	August 4, 2023	AWARDED
CalOES	Prepare California Match Program – community Hardening Initiative AB 128 Budget Act of 2021	Community Development	$50,000	August 4, 2023	AWARDED
Department of Transportation (DOT)	Transit Oriented Development (TOD) Planning Grant Program	Transportation	$4,259,000	October 10, 2023	PENDING (Funding on Hold)
California Natural Resources Agency (CNRA)	Urban Greening Grant Program	Community Development	$1,440,862	November 20, 2023	PENDING (Funding on Hold)
CalTrans	Sustainable Transportation Grant for Irwindale's Infrastructure Adaptation Project to Address Local Climate Vulnerabilities and Multimodal Deficiencies	Community Development	$1,212,750	January 18, 2024	PENDING
California Office of Traffic Safety	Selective Traffic Enforcement Program (STEP - Formula) Traffic Records Improvement Project (TRIP - Competitive)	Police	$235,000	January 31, 2024	AWARDED
Department of Transportation (DOT)	Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	Community Development	$5,000,000	February 28, 2024	PENDING
Board of State and Community Corrections (BSCC)	Edward Byrne State Crisis Intervention (SCIP) Grant Program	Police	$26,458	April 5, 2024	AWARDED

AGENCY	GRANT	DEPT	AMOUNT	DATE SUBMITTED	STATUS
CalOES	Hazard Mitigation Grant Program – Prepare CA Match	Community Development	$150,000	August 4, 2023	AWARDED
CalOES	Prepare California Match Program – community Hardening Initiative AB 128 Budget Act of 2021	Community Development	$50,000	August 4, 2023	AWARDED
Governor's Office of Planning and Research (OPR)	Extreme Heat and Community Resilience Program (EHCRP)	Community Development	$450,000	May 6, 2024	PENDING

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR GRANT WRITING, MANAGEMENT AND EVALUATION SERVICES

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR INVESTIGATIVE SERVICES ("Amendment No. 1") by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation ("City") and CALIFORNIA CONSULTING, INC., a California corporation ("Consultant") is effective as of the 28th day of August 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated August 23, 2023 ("Agreement") whereby Consultant agreed to provide services ("Services") to the City.

B. The City has contracted with Consultant for two years to provide comprehensive grant writing, management and evaluation services.

C. By this Amendment No. 1, City and Consultant now desire to amend the Agreement to extend the term for three (3) years until August 31, 2027 and increase the Contract Sum to a not-to-exceed maximum of Two Hundred Thirty Two Thousand Eight Hundred ($232,800.00).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***).

A. Section 2.1 Contract Sum, is hereby amended to read in its entirety as follows:

> "For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the " Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Two Hundred Thirty Two Thousand Eight Hundred ($232,800.00)*** ~~Fifty-Seven Thousand Six Hundred Dollars and No Cent ($ 57,600.00)~~ ("Contract Sum")."

B. Section 3.4 Term, is hereby amended to read in its entirety as follows:

> "Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until the completion of the services but not ***to exceed August 31, 2027*** ~~exceeding one (1) year from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit " D")."

C. Exhibit "C" entitled "Schedule of Compensation" shall be revised by substituting the new Exhibit "C" attached to this Amendment No. 1.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:
California Consulting, Inc., a California corporation

By:_____
Name: Steven N. Samuelian
Title: Chief Executive Officer

By:_____
Name: Steven N. Samuelian
Title: Secretary

Address: 214 Main Street, Suite 102
El Segundo, CA 90245

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Based on the Tasks A through K as described in Section I of Exhibit " A", Consultant shall perform the Services for ~~a~~ *the following* fixed rate*s* ~~of Four Thousand Five Hundred dollars 4,500.00) per month~~, irrespective of the number of hours that Consultant actually spends providing said services:

A.	September 1, 2024 – August 31, 2025	$4,700/month ($56,400 annually)
B.	September 1, 2025 – August 31, 2026	$4,900/month ($58,800 annually)
C.	September 1, 2026 – August 31, 2027	$5,000/month ($60,000 annually)

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services

III. The City agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the City in an amount not-to-exceed Three Hundred Dollars ($300) per month. Such expenses typically might include but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide City with a receipt and a description of the expense with the invoice.

IV. The total maximum compensation for Services during the ~~twelve (12) month~~ term shall not exceed *Two Hundred Thirty Two Thousand Eight Hundred ($232,800.00)* ~~Fifty-Seven Thousand Six Hundred Dollars and No Cent ($57, 600.00)~~, as provided in Section 2. 1 of this Agreement, which includes the monthly fixed rates for the Services as specified in Section I above and maximum amount of monthly expenses as specified in Section III above.

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

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of August, 2023 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and CALIFORNIA CONSULTING, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

a) **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.

b) **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-Seven Thousand Six Hundred Dollars and No Cent ($57,600.00)** ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall

detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by 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 thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

c) **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").

d) **COORDINATION OF WORK**

4.1 Representative of Consultant. Steve N. Samuelian, CEO 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. Theresa Olivares, 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 Consultant. 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.

e) **INSURANCE AND INDEMNIFICATION**

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended

or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

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, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

f) 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.

g) 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.

h) **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 91706t 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 SNS

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

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

CALIFORNIA CONSULTING, INC.

By: _____
Name: Steven N. Samuelian
Title: CEO

By: _____
Name: Steve Samuelian
Title: Secretary
Address: 214 Main Street, Suite 102
El Segundo, CA 90245

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Needs Assessment (Meetings with Department Heads to review priorities and funding needs): Consultant to conduct an in-depth Needs Assessment for the City. Consultant will assign City with a lead Project Manager. The Project Manager will communicate regularly with the City and on an ongoing basis. This relationship building between the City and the Consultant is key to keeping the grants pursued on target with the City's overall goals. *Sample questions asked during the Needs Assessment:*

1. List and describe any program initiatives or priority projects.
2. What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
3. List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
4. List past grants that your agency has received.
5. List past grant applications you would like to revise and submit again.

B. Facilitation of Department Decision Making Processes: Consultant's Project Managers are experts on grant identification. With years of experience, City's assigned Project Manager shall assist City staff in deciding which grants make the most sense to meet the funding needs identified.

C. Grant Research and Identification: Consultant's Project Manager's conduct thorough research on an ongoing basis. Consultant will track current and upcoming grants, advising City on available grants and recommend grants based on City's needs. By regularly tracking grant announcements, Consultant is able to present grant opportunities to the City as soon as they are released. Consultant will provide City with a monthly Grant Activity Report detailing the grants available, grants in progress and grants submitted. Consultant will provide City with available grant opportunities on an ongoing basis.

D. Client Commitment: As Consultant identifies grants that meet the City's needs and funding priorities, the Consultant's Project Manager will advise the City of the estimated time commitment required from City staff.

E. Grant Preparation Process: When City staff and Consultant agree to pursue a grant, a checklist and schedule will be developed. The checklist and schedule will include City responsibilities and submission deadlines. Consultant requires City staff to be involved in the grant preparation process and to provide the requested and required information. The Consultant's Project Manager will provide the City with grant portions along the way to review for content accuracy. City engagement in this process results in a higher quality application. Consultant retains copies of all grants submitted. Successful grant applications are used by the Consultant as a guide for future grants. Below is a list of general tasks for the Consultant's grant process:

1. Create a task timeline with due dates
2. Ensure the proposed project meets the City's requirements
3. Review similar successful grant applications and apply where possible
4. Collect information on the project
5. Meet with City staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
6. Obtain letters of support when necessary
7. Draft proposals and send to City for review
8. Incorporate City edits in final drafts
9. Submit completed application timely
10. Monitor funding agency until grant awards are announced.

F. **Quality Assurance:** Consultant's Grant Managers will meet individually with its Project Manager to review the City's needs. These meetings will thoroughly discuss the City's needs, what grants are being worked on and what additional grants may be a good fit. Consultant ensures the best quality product before the grant application is submitted.

G. **Facilitation of Partnership Meetings:** Consultant's Project Managers will arrange and schedule meetings with key City personnel to review all grants prior to submission to ensure application accuracy.

H. **Timely Submission:** Consultant will create a precise timeline to ensure the grant is submitted on time. This timeline captures the submission deadline, and other deadlines in order to obtain the information needed for a quality submission.

I. **Funding Agency Monitoring:** Consultant will monitor the Funding Agency until grant awards are announced.

J. **Grant Administration**: Some grants require post award compliance, reporting and administration. Consultant will prepare required reports and submit them by the required due date. The Contract Sum includes grant administration services by the Consultant. If the grant award includes post award compliance funding, the City may 1) perform the grant administration using the post award compliance funding; or 2) solicit bids or proposals from vendors to perform the grant administration using the post award compliance funding.

K. **Monthly Progress Reporting:** Consultant will prepare a monthly report reflecting grants in progress, grants submitted and grants awarded. This will provide the City with a clear report of the Consultant's work.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Copies of all post-grant award filing of documents required by the awarding entity.

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

IV. Consultant will utilize the following personnel to accomplish the Services:

A. Steven N. Samuelian, CEO

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

1. Section 8.12 is added to this agreement by adding the following language:

"8.12 No Guaranteed Result: City acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Based on the Tasks A through K as described in Section I of Exhibit "A", Consultant shall perform the Services for a fixed rate of Four Thousand Five Hundred dollars ($4,500.00) per month, irrespective of the number of hours that Consultant actually spends providing said services.**

II. **The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. **The City agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the City in an amount not-to-exceed Three Hundred Dollars ($300) per month. Such expenses typically might include but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide City with a receipt and a description of the expense with the invoice.**

IV. **The total maximum compensation for Services during the twelve (12) month term shall not exceed Fifty-Seven Thousand Six Hundred Dollars and No Cent ($57,600.00), as provided in Section 2.1 of this Agreement, which includes the monthly fixed rate for the Services as specified in Section I above and maximum amount of monthly expenses as specified in Section III above.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effective until August 31, 2024.**

II. **The Services, as specified in Section I of Exhibit A, shall be performed in accordance with the following schedule.**

Task	Deadline
Task 1: Grant Research	All times during the term of this Agreement
Task 2: Advisory Services	As requested by the contract Officer
Task 3: Administration	As required by awarding entity and any established deadlines; and in a manner to ensure City has sufficient time to provide any documentation timely to the awarding entity when applicable

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

Item #21.A.

City of
IRWINDALE
AGENDA REPORT

Date: September 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Adopt Resolution No. 2024-72-3549 Appointing a Voting Delegate for 2024 League of California Cities Annual Conference – Annual Business Meeting

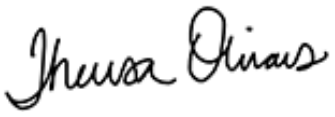
City Manager's Recommendation:

Adopt Resolution No. 2024-72-3549, appointing a voting delegate and up to two alternate voting delegates to represent the City of Irwindale at the Annual Business Meeting to be held at the 2024 League of California Cities Annual Conference in Long Beach, California.

Administrative Action:

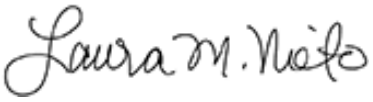
Submitted / Reviewed by :

Theresa Olivares, Assistant City Manager



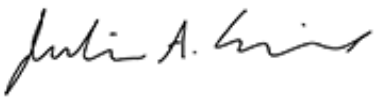
Prepared by:

Laura Nieto, Chief Deputy City Clerk



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The 2024 League of California Cities Annual Conference is scheduled for October 16 - 18, 2024 in Long Beach, California. As part of the annual conference, the League will be holding the Annual Business Meeting at 12:30 p.m. on Friday, October 18, 2024 at the Long Beach Convention Center.

At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order for the City of Irwindale to vote at the meeting, it is necessary for the City

Council to designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the primary delegate is unable to serve in that capacity.

Fiscal Impact:

None

Attachments:

1. 2024 Cal Cities Voting Delegate Information Packet
2. Resolution No. 2024-72-3549 Appointing Voting Delegate LOCC
3. 2024-Resolutions-Packet

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

RESOLUTION NO. 2024-72-3549

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2024 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

WHEREAS, the City of Irwindale is a full voting member of the League of California Cities (League); and

WHEREAS, the League takes positions on matters affecting cities throughout the state, including but not restricted to sponsoring legislation, taking joint positions on pending legislation, and placing voters' initiatives on the ballot; and

WHEREAS, the Board of Directors of the League of California Cities places matters for the cities' collective consideration on the agenda for the business meeting at the League's annual conference which is taking place in Long Beach, California on October 16 – 18, 2024; and

WHEREAS, the League requires each city seeking to vote on those matters to authorize by resolution its Mayor or other elected officials to formally represent the city, participate in the business meeting and vote on behalf of the city.

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines, and orders as follows:

SECTION 1. The City Council determines that each of the findings set forth above is true and correct.

SECTION 2. The City Council of the City of Irwindale hereby appoints _____ as the voting delegate and _____ as the alternate voting delegate for the League of California Cities Annual Conference.

SECTION 3. The Chief Deputy City Clerk is authorized to inform the League of the appointments.

SECTION 4. This resolution shall take effect immediately following its adoption.

PASSED,

APPROVED AND ADOPTED this 11th of September, 2024.

_____

Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-72-3549 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the ____ day of September 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____

Laura M. Nieto, MMC

Chief Deputy City Clerk

2023-2024
CAL CITIES OFFICERS

President
Daniel T. Parra
Mayor
Fowler

First Vice President
Lynne Kennedy
Mayor Pro Tem,
Rancho Cucamonga

Second Vice President
Gabe Quinto
Council Member,
El Cerrito

Immediate Past President
Ali Sajjad Taj
Mayor Pro Tem,
Artesia

Executive Director and CEO
Carolyn M. Coleman

August 28, 2024

TO: Mayors, Council Members, City Managers, and City Clerks

RE: Cal Cities 2024 Resolution Packet

Sixty days before the Cal Cities Annual Conference and Expo, Cal Cities members may submit resolutions on issues of importance to cities. This year, Cal Cities received one resolution by the Aug. 17 deadline.

The attached packet contains the proposed resolution, supporting letters from city officials, and an analysis of the resolution by Cal Cities. The packet includes detailed information on the resolution process.

We encourage each city council to consider the resolution and determine a city position so your voting delegate can represent your city's position on the resolution.

Voting Delegates: City councils must appoint a voting delegate to vote during the General Assembly. Each city may also appoint up to two alternate delegates. If your city has not already done so, please appoint your voting delegate by Sept. 25. The voting delegate packet contains more information.

The Cal Cities 2024 General Assembly will be held Oct. 18 at 8:30 a.m. in the Long Beach Convention Center during the Annual Conference and Expo.

For questions about resolutions, voting delegates, or the General Assembly, please contact Zach Seals.

LEAGUE OF CALIFORNIA CITIES

2024 Resolutions Packet

Information on 2024 Resolutions Process

Consideration by Policy Committee (pre-conference)
Per the Cal Cities bylaws, the Cal Cities President has referred the submitted resolution to the Governance, Transparency, and Labor Relations Policy Committee. The committee will meet on Oct. 3 at 10 a.m. via Zoom to review the resolution and make a recommendation that will be sent to the Resolutions Committee. A public comment period will be held during the meeting. Register for the meeting here.

A list of recommendations the policy committee may make during its meeting are on page three of this packet.

Consideration by Resolutions Committee (during conference)
On Oct. 17 at 1:30 p.m. the Resolutions Committee will meet to review the resolution and the recommendation of the policy committee.

The Resolutions Committee consists of one representative from each of Cal Cities caucuses, departments, divisions, and policy committees, as well as up to ten additional appointments made by the Cal Cities President. A public comment period will be held during the meeting. Refer to the onsite conference program for the location.

A list of recommendations the Resolutions Committee may make during its meeting are on page three of this packet.

Consideration by the General Assembly (during conference)
The General Assembly will convene on Oct. 18 at 8:30 a.m. to consider any qualified resolutions. To vote during the General Assembly, voting delegates must have checked-in at the voting delegate booth.

Conference attendees will receive materials for the General Assembly on the evening of Oct. 17. For more information on voting and discussion procedures during the General Assembly, see page four of this packet.

Petitioned Resolutions (during conference)
The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. To initiate a petitioned resolution, voting delegates from 10% of member cities must sign the petition. The resolution and signatures are due at least 24 hours before the beginning of the General Assembly. Voting delegates who have checked-in at the voting delegate booth can receive more information on petitioned resolutions at the booth onsite.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

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During the Annual Conference and Expo

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General Assembly

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[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

Policy Committee and Resolutions Committee Actions

The submitted resolution will be heard by the policy committee to which it was assigned, and the Resolutions Committee. The below table shows what recommendations these bodies may make on the resolution.

Policy Committee Actions	Resolutions Committee Actions
Approve	Approve
Disapprove*	Disapprove*
No Action	No Action
Amend and approve	Amend and approve
Refer to appropriate policy committee for further study*	Approve as amended
Refer as amended to appropriate policy committee for further study*	Refer to appropriate policy committee for further study*
	Refer as amended to appropriate policy committee for further study*
	Approve with additional amendment(s)
	Additional amendments and refer to appropriate policy committee for further study*

**If a resolution is disapproved or referred for further study by all policy committees to which it is assigned and the Resolutions Committee, it will not proceed to the General Assembly.*

General Assembly Voting and Discussion Procedures

Discussion Procedures:
Discussion procedures during the General Assembly are guided by two calendars: the Consent Calendar and the Regular Calendar. As seen below, resolutions are calendared by the recommendations they receive from policy committees and the Resolutions Committee.

For General Resolutions:

Policy Committee Recommendation	Resolutions Committee Recommendation	Calendar
Approve	Approve	Consent Calendar
Approve	Disapprove or refer	Regular Calendar
Disapprove or refer	Approve	Regular Calendar
Disapprove or refer	Disapprove or refer	Does not proceed to General Assembly

For Petitioned Resolutions:

Policy Committee Recommendation	Resolutions Committee Action	Calendar
N/A	Approve	Regular Calendar
	Disapprove or Refer	Regular Calendar
	Disqualified	Does not proceed to General Assembly

Items on the Consent Calendar will be presented as one motion during the General Assembly from the Resolutions Committee chair. Unless an item on the Consent Calendar is set aside by the majority of the General Assembly, a vote will be taken on the whole calendar. It an item is set aside, it will be opened for discussion, followed by a vote.

Items on the Regular Calendar will be presented individually by the Resolutions Committee chair. After a recommendation is presented by the Resolutions Committee chair, the resolution will be opened for discussion by the General Assembly. A vote will take place following discussion.

Voting Procedures:
Per Cal Cities Bylaws Article XII, Sec. 2, all votes will be conducted by voice vote first. If the presiding official cannot determine the outcome a vote will be taken by an alternative method, typically a raise of voting cards by voting delegates. A roll call vote may be called for by delegates of ten percent or more of the General Assembly.

2024 Resolution

1. Resolution on *Fair and Equal Treatment of All Governmental Officials at All Levels* submitted by City of Glendora
    - Letters of concurrence submitted by:
        i. April A. Verlato, Mayor, City of Arcadia
        ii. Robert Gonzales, Mayor, City of Azusa
        iii. Tim Hepburn, Mayor, City of La Verne
        iv. Bill Uphoff, Mayor, City of Lomita
        v. John M. Cruikshank, Mayor, City of Rancho Palos Verdes
    - Referred to Governance, Transparency, and Labor Relations Policy Committee
    - Policy Committee Recommendation:
    - Resolutions Committee Recommendation:

Resolution No. 1: ***Fair and Equal Treatment of All Governmental Officials at All Levels*** submitted by City of Glendora

1. **A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR THE CALIFORNIA LEGISLATURE TO ENACT LAWS THAT ENSURE THAT "WHAT APPLIES TO ONE, APPLIES TO ALL" IN THE FAIR AND EQUAL TREATMENT OF ALL GOVERNMENTAL OFFICIALS AT ALL LEVELS IN THE STATE OF CALIFORNIA**

Source: City of Glendora
Concurrence of five or more cities/city officials
City Officials: April A. Verlato, Mayor, City of Arcadia; Robert Gonzales, Mayor, City of Azusa; Tim Hepburn, Mayor, City of La Verne; Bill Uphoff, Mayor, City of Lomita; John M. Cruikshank, Mayor, City of Rancho Palos Verdes
Referred to: Governance, Transparency and Labor Relations Policy Committee

WHEREAS, the General Assembly of the League of California Cities objects to the practice of the California Legislature of imposing rules limiting authority or regulating the conduct of local municipal officials that do not also apply to elected officials of the State of California; and

WHEREAS, examples of such rules or regulations that apply to local city elected officials that do not otherwise apply to the elected officials of the State of California include, but are not limited to:

California's open meeting rules, codified in the Ralph M. Brown Act, Government Code, Chapter 9, §§ 54950 *et seq*., which purport to "declare[] that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly," but which limits its application to "local agencies," but not including elected officials of the State of California;

Creating "one-off" exemptions, in the form of Senate Bill No. 174, from the California Environmental Quality Act ("CEQA") which purportedly requires all government agencies to consider the environmental consequences of their actions before approving plans and policies or committing to a course of action on a project in order to demolish and then rebuild State offices for the Governor and other State officials;

Adopting rules, in the form of Senate Bill No. 1439, amending the Political Reform Act (the "Act"), by removing the exception for local elected officers from contribution limits requiring disqualification on development project decisions," but not including elected officials of the State of California;

Adopting rules, in the form of Assembly Bill No. 571, that apply to city and county candidates for local elected office, but not to candidates for state-wide office, including, but not limited to: prohibiting the making a contribution over the AB 571 limit to another candidate in jurisdictions subject to the AB 571; requiring a candidate that has qualified as a committee to establish a separate controlled committee and campaign bank account for each specific office; prohibiting a candidate from redesignating a committee for one election for another election.

WHEREAS, the General Assembly of the League of California Cities now calls upon the Governor and the California Legislature to adopt a policy, practice, and procedure requiring, in their legislative activities, that "what applies to one applies to all."

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 18, 2024 in Long Beach, California, that the League calls upon the Governor of the State of California and the elected members of the California Legislature, including all members of the Senate and Assembly to adopt the following policy:

"The California State Legislature shall not enact, and the Governor shall not sign into law, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

Resolution No. 1: Letters of Concurrence

CITY OF GLENDORA CITY HALL (626) 914-8201
116 East Foothill Blvd., Glendora, California 91741
FAX (626) 914-8221
www.ci.glendora.ca.us

July 10, 2024

The City Council of Glendora
is proposing the following resolution for consideration at the
California League of Cities annual conference
on
October 18, 2024

Proposed Resolution: ("To ensure fairness and equal treatment for all government officials in California")

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

The following five city council members are in concurrence with their letters of support (attached):

- ✓ Mayor John Cruikshank, City of Rancho Palos Verdes
- ✓ Mayor Bill Uphoff, City of Lomita
- ✓ Mayor Robert Gonzales, City of Azusa
- ✓ Mayor April Verlato, City of Arcadia
- ✓ Mayor Tim Hepburn, City of La Verne

Please confirm receipt of this request.

Sincerely,

Michael Allawos
Council Member
City of Glendora

CITY OF
ARCADIA

April A. Verlato
Mayor

July 9, 2024

Honorary Mike Allawos
Glendora City Councilmember
116 E. Foothill Blvd.
Glendora, CA 91741

RE: Support for "Glendora CalCities Resolution"

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,

April A. Verlato
City of Arcadia Mayor

240 West Huntington Drive
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 574-5403 City Hall
averlato@ArcadiaCA.gov
www.ArcadiaCA.gov

July 8, 2024

Hon. Michael Allawos
Glendora City Councilmember
116 E. Foothill Blvd.
Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

Councilmember Allawos:

I would like to support Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024:

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution "

I am an elected representative for the City of Azusa . We should all have the same rules to be governed by.

Sincerely,

Mayor Robert Gonzales

*The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author They do not necessarily reflect an official position of the City Council, staff or other entities

CITY OF LA VERNE
CITY HALL
3660 "D" Street, La Verne, California 91750-3599
www.cityoflaverne.org

July 8, 2024

Ms. Kathleen Sessman
Glendora City Clerk
116 E. Foothill Blvd.
Glendora, California 91741

Re: Item 14 – Cal Cities Annual Conference Resolution

Dear Ms. Sessman:

As the Mayor of the City of La Verne, I would like to voice support for Glendora's timely and needed resolution, within agenda item #14, for the upcoming League of California Cities (Cal Cities) annual conference this coming October 18, 2024.

In its simplistic form, the proposed Resolution states what we all believe should be true for each and every elected official: We should all have the same rules to be governed by. No matter what level of government an official is elected to, we are here to do the people's work and be their collective voices. The Resolution simply states:

> ***"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."***

Whether the State Legislature or Governor heed our collective voices, we at the local level, through our Cal Cities membership, will have demonstrated our resolve that the basic leadership characteristic of leadership by example is the best approach to holding elective office.

Sincerely,

Tim Hepburn
Mayor

General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Community Services 909/596-8700
Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713
Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737

Bill Uphoff
Lomita, CA

July 8, 2024

Hon. Mike Allawos
Glendora City Councilmember
116 E. Foothill Blvd.
Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,

Bill Uphoff, Mayor
City of Lomita

The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author. They do not necessarily reflect an official position of the City Council, staff or other entities.

John M. Cruikshank
Rancho Palos Verdes, CA

July 6, 2024

Hon. Mike Allawos
Glendora City Councilmember
116 E. Foothill Blvd.
Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,

John M. Cruikshank, Mayor
City of Rancho Palos Verdes

The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author. They do not necessarily reflect an official position of the City Council, staff or other entities.

Resolution No. 1: Staff Analysis

League of California Cities Staff Analysis on Resolution No. 1

Staff: Johnnie Pina, Legislative Affairs, Lobbyist
Committee: Governance, Transparency, and Labor Relations

Summary:
This Resolution states that the League of California Cities shall call upon the Governor of the State of California and the elected members of the California Legislature, including all members of the Senate and Assembly to adopt the following policy:

"The California State Legislature shall not enact, and the Governor shall not sign into law, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

Background:
This resolution states that examples of the California Legislature imposing rules limiting authority or regulating the conduct of local municipal officials that do not also apply to elected officials of the State of California include, but are not limited to:

- California's open meeting rules, codified in the **Ralph M. Brown Act**, Government Code, Chapter 9, §§ 54950 *et seq*.;
- "One-off" exemptions, in the form of Senate Bill No. 174, from the **California Environmental Quality Act ("CEQA")**;
- Rules, in the form of **Senate Bill No. 1439**, amending the **Political Reform Act** (the "Act"); and
- Rules, in the form of **Assembly Bill No. 571**, that apply to city and county candidates for local elected office, but not to candidates for state-wide office.

Ralph M. Brown Act
The California Attorney General's (AG) Office defines The Ralph M. Brown Act (Brown Act) as what governs meetings conducted by local legislative bodies, such as boards of supervisors, city councils and school boards. The AG's office states the Act represents the Legislature's determination of how the balance should be struck between public access to meetings of multi-member public bodies on the one hand and the need for confidential candor, debate, and information gathering on the other.

The Ralph M. Brown Act governs local agencies, the Bagley-Keene Open Meeting Act covers all state boards and commissions, and Government code

9027 governs the state Legislature. The California Constitution also mandates open meetings for state agencies, boards, and commissions. Specifically, the Constitution requires that each local agency comply with the Brown Act (Article I, section 3(b)(7)): and that the proceedings of each house of the Legislature be open and public (with exceptions for employment matters; matters affecting security; confer with legal counsel; and to meet as a caucus (Article IV, section 7).

Although fairly detailed requirements apply to state agencies and other state bodies, they do not apply to the Legislature. The Legislature has Constitutional authority to adopt rules for its proceedings that are consistent with the requirement that the proceedings of each house and the committees be open and public.

Another notable difference between the Legislature and a city council is the ability for Legislators to have a caucus to discuss a bill, express how they will vote, and to count votes. This is not allowed under the Brown Act. One other difference is that the laws governing teleconferencing for members of the state Legislature is far less flexible than it is for local bodies. However, state agencies have more flexibility than locals in that regard.

California Environmental Quality Act ("CEQA")
The Resolution cites the Legislature's action in exempting from CEQA the reconstruction of the State Capitol Annex building. The State Legislature enacted the California Environmental Quality Act (CEQA) in 1970, establishing it as a public disclosure law for the environmental review of discretionary projects and a process for mitigating or avoiding potential environmental impacts.

SB 174 (Committee on Budget and Fiscal Review) Chaptered by Secretary of State. Chapter 74, Statutes of 2024 was signed into law July 2, 2024. This bill exempts the work performed under the State Capitol Building Annex Act of 2016 from the California Environmental Quality Act (CEQA). In this example the Legislature exempted themselves as not being considered a "public agency," "state agency," or "lead agency" under CEQA. A lead agency under CEQA is the public agency that has the principal responsibility for carrying out or approving a project that is subject to CEQA.

Over the years, the Legislature has also created many CEQA exceptions and exemptions for local projects involving local agencies as well.

The Political Reform Act (PRA) - Senate Bill No. 1439
SB 1439 (Glazer) Chaptered by Secretary of State. Chapter 848, Statutes of 2022 amends section 84308 and is aimed at preventing "pay-to-play" practices, in part by prohibiting parties, participants, and their respective agents in a

proceeding involving a license, permit, or other entitlement for use from contributing more than $250 to an officer of an agency during a 12 month period. When the Levine Act was first enacted in 1982, Section 84308 applied to appointed members of boards and commissions who were running for elective office. SB 1439 expended this law to now apply to local elected officials. Since it is focused on permits and licenses, it now applies to State agencies and local agencies that approve permits and licenses. Section 84308 does not apply to the Legislature or the Courts. It is important to note that unlike local governments, neither issue permits and licenses.

The Political Reform Act (PRA) - Assembly Bill No. 571
AB 571 (Mullin) Chaptered by Secretary of State. Chapter 556, Statutes of 2019 established default campaign contribution limits for county and city office at the same level as the limit on contributions from individuals to candidates for Senate and Assembly, effective January 1, 2021. This bill permitted a county or city to establish its own contribution limits, which would prevail over these default limits.

The Resolution cites AB 571 as an example of treating cities differently than the State. The Fair Political Practices Commission clarifies in their AB 571 fact sheet that under AB 571 a city may elect to have "no" contribution limit in which case the state contribution limit will not apply as a default for that jurisdiction. A city or county can set contribution limits higher than the default state limit, AB 571 sets a default in line with contributions Assembly Members and Senators if a city or county is silent on contribution limits.

Fiscal Impact:
Unknown.

Existing Cal Cities Policy:
Mission Statement
To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.
We Believe:

- Local self-governance is the cornerstone of democracy.
- In the involvement of all stakeholders in establishing goals and in solving problems.
- In conducting the business of government with transparency, openness, respect, and civility. The spirit of honest public service is what builds communities.
- Open decision-making that is of the highest ethical standards honors the public trust.
- The vitality of cities is dependent upon their fiscal stability and local autonomy. The active participation of all city officials increases Cal Cities' effectiveness.

- Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- Ethical and well-informed city officials are essential for responsive, visionary leadership and effective and efficient city operations.

Comments:

Additional Examples

The Legislature has passed and the Governor has signed many laws that apply to local governments and do not apply to the state or the state Legislature. This year AB 2561(McKinnor) was introduced, which requires local governments to present in a public meeting a detailed report about their vacancy rates and detailed information about their hiring practices. This is an attempt to address public sector vacancy rates. This bill does not apply to the state in a time when they are also dealing with high vacancy rates.

Additionally, there were several bills that aim to amend the Levine Act, which now applies to local elected officials, to make changes to SB 1439, referenced previously in the analysis. None of the bills would amend the law to be applicable to Assembly Members or Senators.

AB 817 (Pacheco), co-sponsored by Cal Cities tried to bring parity to the Brown Act by making the teleconference rules for state advisory bodies the same for local advisory bodies but the Legislature struck the bill down.

Applying to elected officials or to the legislative body? Legislature or the State?

The resolution also states, "… applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate."

This portion of the resolve clause is specifically speaking to local elected officials and State Assembly Members and Senators. However, many of the "where as" clauses are in reference to laws that apply to cities, the state and the Legislature as government agencies and not specifically to the elected officials on the governing bodies. For example, the Brown Act applies rules to the Legislative body and not the individual council member. Additionally, the city council as a whole is the lead agency under CEQA and not the individual council members.

Inherent Powers of the Legislative Branch

The resolution also states, "This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

It is unclear what inherent powers of the legislate branch under the California Constitution means in this context. The legislative branch does have the power

of preemption over cities and can state that a change in law is a matter of state wide concern. This allows the legislative branch to apply new laws or amend existing laws to apply to general law and charter cities. It seems like the last sentence of the resolve clause could negate the rest of the resolve clause if not clarified.

Support:
The following letters of concurrence were received:

April A. Verlato, Mayor, City of Arcadia
Robert Gonzales, Mayor, City of Azusa
Tim Hepburn, Mayor, City of La Verne
Bill Uphoff, Mayor, City of Lomita
John M. Cruikshank, Mayor, City of Rancho Palos Verdes

Item #21.B.

City of IRWINDALE
AGENDA REPORT

Date: September 11, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Los Angeles County Building and Safety Services

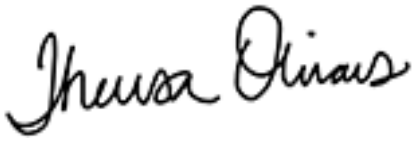
City Manager's Recommendation:

That the City Council (1) Receive and file the Los Angeles County Building & Safety service contract termination; (2) Discuss and approve Option 1 regarding staffing for the City's Building and Safety Division; (3) Continue with previously adopted Los Angeles County Building Codes Ordinance No. 769, and Fee Schedule Resolution No. 2012-53-2592; (4) Adopt Resolution No. 2024-69-3546 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A NEW JOB CLASSIFICATION AND ASSOCIATED JOB SPECIFICATION AND APPROVING UPDATES TO AN EXISTING JOB SPECIFICATION"; (5) Adopt Resolution No. 2024-76-3553 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-64-3541, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES AND APPROVING APPROPRIATION OF FUNDS."

Administrative Action:

Submitted/Prepared by:

Theresa Olivares, Assistant City Manager



Eddie Chan, Director of Engineering / Building Official

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On June 24, 2024, the City of Irwindale (City) received a letter from the County of Los Angeles Department of Public Works (County) formally terminating the 60+ year contract for Building and Safety services (B&S) with the City (Attachment "A"). As stated in the letter, the County's contract will terminate on December 31, 2024, to allow for a transition period and ensure the City has adequate time to continue providing B&S. However, the County has indicated that this deadline is flexible, provided that the City demonstrates progress in assuming responsibility for the B&S Division. The County acknowledges that this transition process may be lengthy and is committed to ensuring that all ongoing projects are either properly closed out or smoothly transitioned to the City's oversight.

The B&S Division is responsible for monitoring and enforcing all building safety codes and regulations to protect the health, safety, and general welfare of the community. B&S includes plan checks, building inspections, and building official services.

Below are the three (3) options for the City Council to consider for B&S:

1. Combination of City Staff and Contract Services: Requires three (3) full-time staff to facilitate B&S, including a Permit Technician, a Building Inspector, and a Building Plans Examiner. These three (3) positions will be supplemented with on-call contract services.

2. Fully Staffed Building and Safety Division: Requires a minimum of eight (8) full-time staff to facilitate B&S. Staff includes a Permit Technician, a Building Inspector, and a Building Plans Examiner, plus Mechanical, Electrical, Plumbing, and Structural Plans Examiners, and a Geotechnical Reviewer.

3. Contract Services: All services related to B&S (permit clerk, plans examiners, and building inspection services) would be contracted to a third-party service provider.

Option 1, a combination of City Staff and Contract Services, is the most ideal and cost-effective of the three options and offers the greatest flexibility to meet the Departments' needs while delivering a high level of service to our customers. Option 1 effectively balances cost and service quality, leveraging both in-house expertise and external resources to optimize performance.

Option 1 also requires the City Council to adopt resolutions establishing a classification plan, salaries, and other forms of compensation for the recommended positions as stated in Article

VIII, Section 803 of the City Charter. Additionally, Section 2.12.010 of the Irwindale Municipal Code requires that the offices and positions in City employment be fixed and established by resolution of the City Council.

Classification Resolution No. 2024-69-3546

If the City Council approves our recommendations, staff recommends approval of Resolution No. 2024-69-3546, which approves and adopts the new Building Inspector job classification and associated job specification and updates the Building Permit Technician job specification to Permit Technician.

The City met and conferred with representatives of the Irwindale City Employees Association (ICEA) regarding the new classification, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.).

Compensation Resolution No. 2024-76-3553

The City's Compensation Resolution is updated periodically as a result of personnel adjustments and/or compensation adjustments. It sets forth the authorized number of employees along with titles and compensation levels for unclassified management positions, unaffiliated and/or unrepresented unclassified at-will part-time positions, and full-time represented positions. It was most recently updated on August 28, 2024, through the City Council's adoption of Resolution No. 2024-64-3541. The salary range schedule incorporated in proposed Resolution No. 2024-76-3553 reflects the following personnel adjustments:

1. Fund one (1) represented, classified full-time Building Inspector position.
2. Fund one (1) represented, classified full-time Permit Technician position

This Resolution meets the requirements for a publicly available pay schedule as required by CalPERS (2 C.C.R. §570.5.)

ANALYSIS
Below is a breakdown of the criteria analyzed and evaluated for staffing & contract services, permit software, furniture & equipment, training, building code & fee schedule, timeline & implementation, and cost.

1. STAFFING & CONTRACT SERVICES:

a. Option 1: Requires three (3) full-time positions: Permit Technician, Building Inspector, Building Plans Examiner, and on-call contract services

- **Permit Technician** – This role involves managing the permitting process, assisting applicants with the submission of plans and documents, tracking permit applications, providing customer service related to building and safety services, and offering technical and administrative support to the department.
  Salaries & Benefits - $141,860

- **Building Inspector** –This role inspects construction projects and ensures

compliance with safety, legal, and regulatory requirements, verifying that all materials meet quality standards. The Building Inspector will enforce building codes and regulations to protect public interests.

Additionally, staff recommends utilizing on-call, as-needed Building Inspector services to supplement the full-time staffing needs in this area.

Salaries & Benefits - $160,560

- **Building Plans Examiner** – This role reviews construction documents for completeness, accuracy, and compliance with applicable building codes, ordinances, zoning regulations, and City standards. Also, monitors and communicates with applicants and other departments and divisions.
  Salaries & Benefits - $186,560

- **Mechanical, Electrical, Plumbing, and Structural Plans Examiners.** These roles require specialized knowledge to ensure safety and compliance with building codes. To meet the service demands and benefit from specialized experience, the City will also be contracting on-call services for plan checks.

Fees will be determined by RFP.

b. Option 2: Requires a minimum of eight (8) full-time staff to facilitate B&S. Staff includes the same three (3) positions listed in Option 1, plus a Mechanical, Electrical, Plumbing, and Structural Plans Examiners, and a Geotechnical Reviewer.

M *- Salaries & Benefits – Approx. $157,500**
E *- Salaries & Benefits – Approx. $175,000**
P *- Salaries & Benefits – Approx. $157,000**
Structural *- Salaries & Benefits – Approx. $218,750**
Geotechnical *- Salaries & Benefits – Approx. $218,750**
*These are estimates as salary surveys have not been completed for these positions.

c. Option 3: All B&S services are provided by a contractor to provide over-the-counter plan check and building inspection services Monday through Thursday from 7:00 a.m. to 6:00 p.m., with morning inspections provided on Fridays from 7:00 a.m. to 12:00 p.m.

2. PERMIT SOFTWARE:

With the County's service contract terminating, the City will need to acquire B&S permitting software for which an RFP will be required and brought back to the City Council for approval at a later date.

Implementing the permitting software could take an upward of twelve (12) months.

3. FURNITURE & EQUIPMENT:

a. Option 1 & 2: The City will need to acquire five (5) desks, three (3) to eight (8) computers, six (6) to sixteen (16) monitors, two (2) to four (4) AutoCAD software licenses. Building Inspector will require a City-issued cell phone, laptop/iPad with Wi-Fi connection (for accessing

the City's network while on the field), uniform shirts and safety boots.

b. Option 3: Furniture will be provided by the City and the equipment (i.e., computers, monitors, etc.) will be provided by the contractor.

4. TRAINING:

a. Option 1 & 2: All positions will require ongoing training to stay current with codes and regulations and to maintain or obtain necessary certifications.
b. Option 3: Contractor will provide for own employees.

5. BUILDING CODE & FEE SCHEDULE: The City adopted the latest Los Angeles County Building Code (2023 Edition) (LACBC) and LA County's Permit Fee Schedule on May 24, 2023. Staff has evaluated adopting the California Building Code (CBC) or continuing with the LACBC. Given that the City has adopted the LACBC for over 60 years, the City's operations have become integrated with the LACBC. Therefore, it is recommended that the City continue to adopt the LACBC, which includes the LA County Permit Fee Schedule.

6. TIMELINE & IMPLEMENTATION:

a. Option 1: Recruitment for the Permit Technician and Building Inspector positions would commence upon Council's approval and take approximately three (3) to six (6) months to fill. The Building Plans Examiner position will be brought forth for City Council consideration during the FY 2025-2026 budget process.

Currently, the City's Classified Position List includes one frozen and unfunded Building Permit Technician position at Salary Range 37. It is recommended that the current Building Permit Technician job specification be updated to reflect the new title of Permit Technician. The salary range will remain at Range 37.

Since this position is not currently listed in the City's Job Classifications, the Human Resources/Risk Manager created a job description and conducted a salary survey. The Building Inspector position is recommended in the salary range of 44 ($73,893 - $89,817 annual base salary). The job description for the Building Inspector position is included in this staff report for approval.

This position does not currently exist in the City's Job Classifications, the Human Resources/Risk Manager will need to develop a job description and conduct a salary survey. Based on a preliminary survey, the estimated salary range for this position is 52 ($90,030 - $109,433 annual base salary). The final salary range will be determined upon completion of the job description and position requirements.

Currently, these job positions are not included in the City's Job Classifications list, so the Human Resources/Risk Manager will need to develop new job descriptions and conduct a salary survey. Based on staff's preliminary assessments, the recommended base salary range for these positions is estimated to be between

$90,000 and $125,000 annually. The final salary range will be determined upon completion of the job description and requirements.

Simultaneously, staff will work on acquiring permitting software and on-call contractors.

b. Option 2: Three (3) phased recruitment over a 24-month period. Phase I: Permit Technician, Building Inspector, and Building Plans Examiner. Phase II: Mechanical, Electrical, and Plumbing Plans Examiners. Phase III: Recruitment for the Structural and Geotechnical Plans Examiners.

Phase I recruitment will allow incoming staff to shadow County staff and transition services to the City. Additionally, new hires will be cross-trained to assist with other engineering tasks, supporting broader departmental needs beyond the B&S services.

Concurrently, staff will work on acquiring permitting software and on-call contractors.

c. Option 3: An RFP will be issued for B&S services and permitting software and brought to the City Council for approval. It will take approximately six (6) to nine (9) months to solicit and transition from the County.

The range for B&S contracts typically ranges from 45% to 55% of the Plan Check and Building Permit fee collected. Using the median of 50% based on the total fees collected for the fiscal year 2023-24, the estimated contract price would be approximately $2,000,000.

7. COST:

Description	Option 1	Option 2	Option 3
Staffing/Contractor	$1,100,000	$1,450,000	$2,000,000
Permit Software	$250,000	$250,000	$250,000
Furniture & Equipment	$15,000	$40,000	-
Training	$10,000	$20,000	-
TOTAL	**$1,375,000**	**$1,760,000**	**$2,250,000**

CONCLUSION:
Based on staff analysis and evaluation, Option 1 will produce the best result in both service and cost-effectiveness. In addition, transitioning from a County full contract service to a hybrid method involving a combination of both staff and contractor will allow us to increase productivity, maintain service continuity and schedule. Further, hiring of city staff will allow the department to simultaneously work on multiple projects and keep up with work demands. Also, it will help with team building efforts, collaborations, cross-training, and succession planning of the department. Furthermore, by acquiring permitting software, the city will be able to collect and maintain important city records pertaining to current and future development projects.

Staff is recommending and seeking City Council approval for the selection of Option 1 for the future viability of the B&S services.

Fiscal Impact:

The annual cost of salaries and benefits for the Permit Technician and Building Inspector is $302,420 ($141,860 + $160,560) respectively. The timeline for the recruitment could take anywhere from three (3) to six (6) months. Therefore, with the adoption of Resolution No. 2024-76-3553, staff is seeking authorization to amend the Fiscal Year 2024-2025 Adopted Budget Salaries and Benefits related accounts in Public Works Engineering Department by appropriating from the General Fund reserves for only half of the fiscal year equaling $151,210 ($302,420 / 2). Since the hire date, salary step, and benefits provided is yet unknown, an accounting of the actual amount will be provided to the City Council during the Mid-Year presentation.

For all the other items listed under above-mentioned option(s), depending on the City Council's direction, staff will ask for appropriate funding at the time of contract award and/or acquisition of the equipment and software.

Attachments:

1. Los Angeles County Department of Public Works Letter
2. Resolution No. 2024-69-3546
3. Resolution No. 2024-76-3553

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 24, 2024

IN REPLY PLEASE
REFER TO FILE: B-0

Mr. Eddie Chan, Director of Engineering and Building Official
City of Irwindale
5050 Irwindale Avenue
Irwindale, CA 91706

Dear Mr. Chan:

Los Angeles County Public Works appreciates the City of Irwindale's continued partnership and for allowing us to serve and provide the City with Building and Safety services for over 60 years.

Due to Public Works' operational needs, we regret to inform you of the difficult business decision to terminate our contract with the City effective June 30, 2024. However, as discussed on May 28, 2024, the County will extend the contract termination date to December 31, 2024, to facilitate the transition and allow the City sufficient time to make arrangements. We will work with your staff during this transition period to coordinate the closing-out of any open building permits, pending plans, inspections, transfer of records, and/or other administrative functions between our offices.

It has been a pleasure to work with you and your staff throughout the years. If you have any questions, please call me or your staff may contact Ms. Kristin Norman at (626) 458-6372 or knorman@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

JUAN MADRIGAL
Assistant Deputy Director
Building and Safety Division

JM:im
p:\bspub\admin\sec\doc\2024\letters\ltr158-city of irwindale termination of contract.docx

cc: City of Irwindale (Theresa Oliveras)

RESOLUTION NO. 2024-69-3546

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A NEW JOB CLASSIFICATION AND ASSOCIATED JOB SPECIFICATION AND APPROVING UPDATES TO AN EXISTING JOB SPECIFICATION

WHEREAS, Article VIII, Section 800 of the City Charter authorizes the City Council to designate miscellaneous and safety employee positions from time to time; and

WHEREAS, Section 2.12.010 of the Irwindale Municipal Code requires that the offices and positions in City employment be fixed and established by resolution of the City Council; and

WHEREAS, Section 2.05 of the City of Irwindale Personnel Rules, as adopted by the City Council in Resolution No. 2023-88-3466 on December 13, 2023, states that the Personnel Officer shall determine the duties and responsibilities of all City positions for inclusion in a Classification Plan, which shall be adopted by the City Council; and

WHEREAS, on August 28, 2024, the City Council adopted Resolution No. 2024-64-3541 establishing the number of positions, schedule of classes, compensation, and benefits for City employees; and

WHEREAS, the City desires to add one new job classification with associated job specification; and

WHEREAS, the City desires to update the existing Building Permit Technician job specification in order to provide a current and accurate description of the various duties performed; and

WHEREAS, the City has met and conferred with the representatives of the Irwindale Municipal Employees Association (ICEA) regarding the proposed actions herein, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.); and

WHEREAS, concurrently herewith, the City intends to adopt Resolution No. 2024-76-3553 to replace 2024-64-3541, establishing the number of positions, schedule of classes, and compensation for all City employees.

NOW, THEREFORE, the City Council of the City of Irwindale hereby resolves, determines and orders as follows:

SECTION 1. **Recitals.**

The foregoing recitals are true and correct and are hereby incorporated by this reference.

SECTION 2. Personnel Job Classification and Associated Job Specification Ordered Approved and Adopted.

The City Council hereby approves and adopts the Building Inspector job classification and associated job specification attached hereto as Exhibit A.

SECTION 3. Job Specification Ordered Updated and Adopted.

The City Council hereby approves and adopts the updated Permit Technician job specification attached hereto as Exhibit B.

SECTION 4. Certification

The Chief Deputy City Clerk shall certify to the adoption of this resolution.

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

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-69-3546 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on September 11, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto, Chief Deputy City Clerk

CITY OF IRWINDALE

BUILDING INSPECTOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general direction, performs residential, commercial, and industrial building inspection duties at various stages of construction, alteration, and repair; reviews plans and prepares permit documentation for residential, commercial, and industrial projects; ensures compliance with building code regulations, local ordinances and state laws; responds to questions and inquiries from the general public, developers, contractors, engineering professionals, and City staff regarding projects; and performs other related duties as assigned.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Inspects industrial, commercial, and residential buildings during various stages of construction and remodeling to ensure compliance with applicable codes, ordinances, and regulations.
2. Examines plans and specifications of new construction, additions, and alterations to residential, commercial, and industrial buildings to determine compliance with the provisions of the construction codes, ordinances, and regulations.
3. Reviews specifications and other exhibits submitted for plan check compliance with acceptance criteria and regulations.
4. Inspects existing buildings for change of use or occupancy for compliance with applicable codes and ordinances.
5. Inspects foundation, concrete, steel, masonry and wood construction, framing, plastering, plumbing, heating, and electrical installations and a large variety of other complex and routine building system elements.
6. Issues notices to comply on violations; maintains records of history and facts for possible legal actions.
7. Confers with architects, contractors, builders, and the general public in the field and office; explains and interprets requirements and restrictions.
8. Participates in staff and administrative meetings related to inspection activities, coordinates completion of inspections and records with Permit Technician.
9. Answers inquiries and explains building, electrical, plumbing, mechanical, and zoning restrictions, requirements, and any necessary corrective measures for building and safety violations.
10. Handles project inquiries and resolves complaints.
11. Assists in the preparation of new regulations; recommends revisions of existing regulations.

12. Maintains detailed records and prepares reports.

13. Assists at the public counter as required, and assists Code Enforcement with building code violations.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Qualifications

Knowledge of:

Accepted safety standards and methods of building construction for commercial, industrial, and residential buildings.
Building related codes and ordinances enforceable by the City including the California Building, Electrical, Plumbing, and Mechanical Codes.
Principles and techniques of building inspection and plans examination work.
Standard types of building construction, materials, and methods.
Recent developments, current literature, sources of information, and research techniques related to building code enforcement.
Principles and procedures of record keeping and report preparation.
Modern office practices, methods, and computer equipment.
Occupational hazards and standard safety practices necessary in the area of building inspection.
Principles and practices used in dealing with the public.
Basic mathematical principles.
English usage, spelling, vocabulary, grammar, and punctuation.

Ability to:

Interpret and apply pertinent federal, state and local laws, codes and regulations. Read and interpret complex building plans, specifications and building codes.
Determine if construction systems conform to City Code requirements.
Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials and detect deviations from plans, regulations and standard construction practices.
Make mathematical computations rapidly and accurately.
Enforce necessary regulations with firmness and tact.
Understand and follow oral and written instructions.
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines: - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

Equivalent to the completion of the twelfth grade. Specialized training in the building trades desirable.

Experience:
Three years of experience the building construction trades or related field. Experience at a journey level is desirable. Experience conducting public agency building inspections is also desirable.

License or Certificate:
Possession of an appropriate, valid driver's license.
Possession of ICC certification as a Building Inspector is highly desirable and required within one year of date of hire.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Standard office, field, and construction site setting; travel from site to site; exposure to noise, dust, grease, smoke, fumes, gases, and inclement weather conditions; work around heavy construction equipment; work or inspect in confined spaces; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain.

Physical: Sufficient physical ability to work in an office setting and operate office equipment; sit, stand, walk, climb, (i.e.: ladders, scaffolds, slopes, roofs, trenches), crawl (in attics or under flooring), and/or kneel for prolonged periods of time; sufficient mobility to work in and around construction projects; requires operating motorized vehicles.

Vision: See in the normal visual range with or without correction; vision sufficient to read small print, computer screens and other printed documents.

Hearing: Hear in the normal audio range with or without correction.

Date: September 2024

CITY OF IRWINDALE

PERMIT TECHNICIAN

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general supervision, performs a variety of technical and clerical duties in support of Public Works Department building permit services and activities; serves as initial contact between the Public Works Department and the general public, developers, builders, contractors, architects, and engineers; reviews permit applications, plans, and supporting documents for completeness, sufficiency of information, conformance with legal standards, and compliance with City requirements; receives, logs, and completes general permit processing procedures including distribution of building plans for plan checking; and performs general office duties in support of assigned functions.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Responds to inquiries from the general public, developers, builders, contractors, architects, and engineers regarding City requirements for development; explains and provides information regarding codes, regulations, and processes.
2. Serves the public at the front counter; conducts permit processing; building permit applications, plans, and supporting documents for completeness, sufficiency of information, conformance with legal standards, and compliance with City requirements; answers questions and provides information to the public and applicants; routes information to appropriate City departments.
3. Inputs data into the City's computerized tracking and monitoring program; updates information as changes occur.
4. Approves and issues routine permits; calculates and collects permit review fees; maintains permit files.
5. Responds to citizen complaints and concerns regarding permit applications.
6. Compiles data and prepares reports and summaries related to assigned activities including those for City Council, outside agencies, other City departments, and other agencies as required.
7. Performs general administrative duties in support of the Building and Engineering; establishes and maintains filing systems; creates and modifies forms as necessary; types and proofreads a wide variety of reports, letters, memoranda, correspondence, and statistical charts.
8. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Modern office procedures, methods, and equipment including computers and office applications such as word processing, spreadsheets, and statistical databases.
Principles and procedures of record keeping and filing.
Methods and techniques of proper phone etiquette.
Customer service techniques, practices, and principles.
English usage, spelling, grammar, and punctuation.

Basic mathematical principles.
Business letter writing and basic report preparation.

Ability to:
Understand the organization, procedures, and operating details of the Building Permit Section.
Learn development review processes and procedures.
Learn, interpret, and apply City ordinances, codes, and regulations pertaining to assigned area of responsibility including those pertaining to permit approval.
Learn development standards, relevant codes and ordinances.
Learn commonly used construction terminology.
Learn to evaluate projects and proposals for completeness.
Perform responsible and difficult specialized clerical and technical work involving the use of independent judgment and personal initiative.
Review documents for accuracy and completeness.
Plan, organize, and prioritize work to meet changing priorities and deadlines.
Set up and maintain a variety of files and records.
Respond tactfully, clearly, concisely, and appropriately to a wide variety of requests and inquiries from the general public related to area of responsibility.
Compile data and participate in the preparation of clear and concise reports.
Operate office equipment including computers and supporting word processing and spreadsheet applications.
Work independently in the absence of supervision.
Understand and follow oral and written instructions.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:
Equivalent to the completion of the twelfth grade supplemented by specialized general office and clerical training.

Experience:
Two years of responsible specialized clerical experience involving a high level of public contact, preferably in the building or construction industry.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Normal office setting; extensive public contact.

Physical: Primary functions require sufficient mobility to work in an office setting; stand or sit for prolonged periods of time; operate office equipment including use of a computer keyboard; ability to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Date: November 2016
Updated: September 2024

RESOLUTION NO. 2024-76-3553

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-64-3541, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES AND APPROVING AN APPROPRIATION OF FUNDS

WHEREAS, Article VIII, Section 803 of the City Charter requires the City Council to establish by resolution salaries and other forms of compensation for all City employees; and

WHEREAS, Section 2.12.010 of the Irwindale Municipal Code requires that the offices and positions in the City employment be fixed and established by resolution of the City Council; and

WHEREAS, Section 2.12.020 of the Irwindale Municipal Code requires that the salaries and compensation of officers and employees of the City be fixed and determined by resolution of the City Council; and

WHEREAS, Section 2.25 of the City's Personnel Rules states that the Personnel Officer shall prepare an annual salary resolution that establishes the minimum through maximum salary rates of pay for employee classifications, which shall be adopted by the City Council; and

WHEREAS, the City Council last adopted Resolution No. 2024-64-3541 on August 28, 2024, which established the number of positions, schedule of classes, and compensation for City employees; and

WHEREAS, the City desires to fund one (1) represented, classified full-time Permit Technician position; and

WHEREAS, the City desires to fund one (1) represented, classified full-time Building Inspector position; and

WHEREAS, the City Council desires to adopt this resolution to accurately reflect the current compensation ranges, position titles, and number of positions for all City classifications; and

WHEREAS, this resolution is also intended to serve as the City's California Public Employees Retirement System ("CalPERS") publicly available pay schedule as required by California Code of Regulations, Title 2, Section 570.5.

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

SECTION 1. **Recitals.**

The foregoing recitals are true and correct and are hereby incorporated by this reference.

SECTION 2. **Personnel Positions Approved and Ordered Funded.**

1) One (1) represented, classified full-time Permit Technician position.

2) One (1) represented, classified full-time Building Inspector position.

SECTION 3. Budget Appropriation.

A budget appropriation in the amount of $151,210 is hereby approved, to cover half of the annual salaries and benefits for the Permit Technician and Building Inspector since its recruitment process may take anywhere from three (3) to six (6) months.

SECTION 4. **Applicability to other Governing Documents.**

This Resolution shall repeal, supersede, and replace Resolution No. 2024-64-3541. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2024-63-3540, that was adopted August 28, 2024, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding in accordance with Section 5 of this Resolution.

In the event that any provision of this Resolution is in conflict with the City's Personnel Rules or other policies, this Resolution shall supersede and govern the City's policies and practices with regard to unrepresented and/or unaffiliated employees.

SECTION 5. Classified Employees Organized In Bargaining Units Represented By Recognized Employee Organizations.

The Memoranda of Understanding for IMEA, ICEA, and IPOA govern the employment relationship between the City and the employees represented by their respective Recognized Employee Organizations. In the event that this Resolution conflicts with the benefits granted or the restrictions imposed pursuant to any Memoranda of Understanding negotiated with these Recognized Employee Organizations, the applicable Memoranda of Understanding shall govern as to that particular employee bargaining unit.

SECTION 6. Salary and Wage Schedules.

The City Council hereby approves the number of positions, list of class titles, and compensation for all City job classifications reflected in Exhibit A, effective September 11, 2024.

If any employee is receiving compensation above the highest step of the salary range stated in this resolution for his/her position, the employee's present rate shall be continued as an approved additional step rate for the class ("Y-rated"), until the highest step is greater than the Y-rate. Except as provided herein or an applicable MOU, no non Y-rated employee may be adjusted to a Y-rate upon reclassification or promotional appointment, and the Y-rate shall no longer be in effect after the termination of the employment in that class of the incumbent(s) on whose behalf the Y-rate is authorized. Nothing in this resolution shall prohibit any Y-rated employee from receiving a cost of living adjustment that other employees within the employee's applicable bargaining group may receive pursuant to an applicable Tentative Agreement or MOU.

SECTION 7. Certification.

The Chief Deputy City Clerk shall certify to the adoption of this resolution.

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

Albert F. Ambriz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-76-3553 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 11th day of September 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
Legislative	Councilmember	5	Bi-Weekly		346.23	346.23	346.23	346.23	346.23
			Monthly	Elected	750.16	750.16	750.16	750.16	750.16
			Annual		9,001.92	9,001.92	9,001.92	9,001.92	9,001.92
CM	City Manager	1	Hourly	88	105.2894	110.5538	116.0817	121.8861	127.9803
			Bi-Weekly		8,423.15	8,844.31	9,286.54	9,750.88	10,238.42
			Monthly		18,250	19,163	20,121	21,127	22,183
			Annual		219,002	229,952	241,450	253,523	266,199
Director	Assistant City Manager	1	Hourly	81	88.5764	93.0053	97.6558	102.5385	107.6654
			Bi-Weekly		7,086.12	7,440.42	7,812.46	8,203.08	8,613.23
			Monthly		15,353	16,121	16,927	17,773	18,662
			Annual		184,239	193,451	203,124	213,280	223,944
Director	Chief of Police	1	Hourly	85	99.7288	104.7154	109.9510	115.4486	121.2212
			Bi-Weekly		7,978.31	8,377.23	8,796.08	9,235.88	9,697.69
			Monthly		17,286	18,151	19,058	20,011	21,012
			Annual		207,436	217,808	228,698	240,133	252,140
Director	Community Development Director	1	Hourly	78	82.2519	86.3644	90.6827	95.2168	99.9779
			Bi-Weekly		6,580.15	6,909.15	7,254.62	7,617.35	7,998.23
			Monthly		14,257	14,970	15,718	16,504	17,330
			Annual		171,084	179,638	188,620	198,051	207,954
Director	Director of Engineering/Building Official	1	Hourly	80	86.4159	90.7365	95.2736	100.0370	105.0389
			Bi-Weekly		6,913.27	7,258.92	7,621.88	8,002.96	8,403.12
			Monthly		14,979	15,728	16,514	17,340	18,207
			Annual		179,745	188,732	198,169	208,077	218,481
Director	Finance Director/City Treasurer	1	Hourly	79	84.3082	88.5236	92.9495	97.5971	102.4769
			Bi-Weekly		6,744.65	7,081.88	7,435.96	7,807.77	8,198.15
			Monthly		14,613	15,344	16,111	16,917	17,763
			Annual		175,361	184,129	193,335	203,002	213,152
Director	Public Services Director	1	Hourly	74	74.5163	78.2423	82.1543	86.2620	90.5750
			Bi-Weekly		5,961.31	6,259.38	6,572.35	6,900.96	7,246.00
			Monthly		12,916	13,562	14,240	14,952	15,700
			Annual		154,994	162,744	170,881	179,425	188,396

EXHIBIT A

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective August 4, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	1	Hourly	47	38.2563	40.1692	42.1779	44.2870	46.5014
			Bi-Weekly		3,060.50	3,213.54	3,374.23	3,542.96	3,720.12
			Monthly		6,631	6,963	7,311	7,676	8,060
			Annual		79,573	83,552	87,730	92,117	96,723
IMEA	Assistant City Engineer	0	Hourly	64	58.2120	61.1226	64.1788	67.3880	70.7572
			Bi-Weekly		4,656.96	4,889.81	5,134.31	5,391.04	5,660.58
			Monthly		10,090	10,595	11,124	11,681	12,265
			Annual		121,081	127,135	133,492	140,167	147,175
IMEA	Assistant Engineer	1	Hourly	52	43.2837	45.4481	47.7207	50.1067	52.6120
			Bi-Weekly		3,462.69	3,635.85	3,817.65	4,008.54	4,208.96
			Monthly		7,503	7,878	8,272	8,685	9,119
			Annual		90,030	94,532	99,259	104,222	109,433
IMEA	Assistant to the City Manager	1	Hourly	63	56.7923	59.6317	62.6135	65.7442	69.0313
			Bi-Weekly		4,543.38	4,770.54	5,009.08	5,259.54	5,522.50
			Monthly		9,844	10,336	10,853	11,396	11,965
			Annual		118,128	124,034	130,236	136,748	143,585
IMEA	Associate Engineer	1	Hourly	56	47.7774	50.1663	52.6745	55.3082	58.0736
			Bi-Weekly		3,822.19	4,013.31	4,213.96	4,424.65	4,645.88
			Monthly		8,281	8,696	9,130	9,587	10,066
			Annual		99,377	104,346	109,563	115,041	120,793
IMEA	Associate Planner	1	Hourly	49	40.1933	42.2029	44.3130	46.5288	48.8553
			Bi-Weekly		3,215.46	3,376.23	3,545.04	3,722.31	3,908.42
			Monthly		6,967	7,315	7,681	8,065	8,468
			Annual		83,602	87,782	92,171	96,780	101,619
IMEA	Benefits Administrator	1	Hourly	58	50.1962	52.7058	55.3409	58.1077	61.0130
			Bi-Weekly		4,015.69	4,216.46	4,427.27	4,648.62	4,881.04
			Monthly		8,701	9,136	9,592	10,072	10,576
			Annual		104,408	109,628	115,109	120,864	126,907
IMEA	Chief Deputy City Clerk	1	Hourly	58	50.1962	52.7058	55.3409	58.1077	61.0130
			Bi-Weekly		4,015.69	4,216.46	4,427.27	4,648.62	4,881.04
			Monthly		8,701	9,136	9,592	10,072	10,576
			Annual		104,408	109,628	115,109	120,864	126,907

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective August 4, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	City Librarian	1	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Communication and Records Supervisor	1	Hourly	48	39.2135	41.1740	43.2327	45.3942	47.6639
			Bi-Weekly		3,137.08	3,293.92	3,458.62	3,631.54	3,813.12
			Monthly		6,797	7,137	7,494	7,868	8,262
			Annual		81,564	85,642	89,924	94,420	99,141
IMEA	Community Development Manager/City Planner	0	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Construction Compliance Manager	1	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Economic Development Coordinator	0	Hourly	53	44.3659	46.5841	48.9135	51.3591	53.9269
			Bi-Weekly		3,549.27	3,726.73	3,913.08	4,108.73	4,314.15
			Monthly		7,690	8,075	8,478	8,902	9,347
			Annual		92,281	96,895	101,740	106,827	112,168
IMEA	Executive Assistant	0	Hourly	43	34.6587	36.3918	38.2115	40.1221	42.1284
			Bi-Weekly		2,772.69	2,911.35	3,056.92	3,209.77	3,370.27
			Monthly		6,008	6,308	6,623	6,955	7,302
			Annual		72,090	75,695	79,480	83,454	87,627
IMEA	Finance Manager	1	Hourly	68	64.2548	67.4678	70.8413	74.3837	78.1029
			Bi-Weekly		5,140.38	5,397.42	5,667.31	5,950.69	6,248.23
			Monthly		11,138	11,694	12,279	12,893	13,538
			Annual		133,650	140,333	147,350	154,718	162,454
IMEA	Housing Coordinator	1	Hourly	53	44.3659	46.5841	48.9135	51.3591	53.9269
			Bi-Weekly		3,549.27	3,726.73	3,913.08	4,108.73	4,314.15
			Monthly		7,690	8,075	8,478	8,902	9,347
			Annual		92,281	96,895	101,740	106,827	112,168

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective August 4, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Human Resources/Risk Manager	1	Hourly	67	62.6880	65.8226	69.1139	72.5697	76.1981
			Bi-Weekly		5,015.04	5,265.81	5,529.12	5,805.58	6,095.85
			Monthly		10,866	11,409	11,980	12,579	13,208
			Annual		130,391	136,911	143,757	150,945	158,492
IMEA	Information Technology Manager	1	Hourly	63	56.7923	59.6317	62.6135	65.7442	69.0313
			Bi-Weekly		4,543.38	4,770.54	5,009.08	5,259.54	5,522.50
			Monthly		9,844	10,336	10,853	11,396	11,965
			Annual		118,128	124,034	130,236	136,748	143,585
IMEA	Management Analyst	3	Hourly	47	38.2563	40.1692	42.1779	44.2870	46.5014
			Bi-Weekly		3,060.50	3,213.54	3,374.23	3,542.96	3,720.12
			Monthly		6,631	6,963	7,311	7,676	8,060
			Annual		79,573	83,552	87,730	92,117	96,723
IMEA	Police Captain	1	Hourly	77	81.8524	85.9452	90.2423	94.7543	99.4918
			Bi-Weekly		6,548.19	6,875.62	7,219.38	7,580.35	7,959.35
			Monthly		14,188	14,897	15,642	16,424	17,245
			Annual		170,253	178,766	187,704	197,089	206,943
IMEA	Police Lieutenant	1	Hourly	71	70.5808	74.1096	77.8149	81.7058	85.7909
			Bi-Weekly		5,646.46	5,928.77	6,225.19	6,536.46	6,863.27
			Monthly		12,234	12,846	13,488	14,162	14,870
			Annual		146,808	154,148	161,855	169,948	178,445
IMEA	Project Manager - Construction Compliance	1	Hourly	48	39.2135	41.1740	43.2327	45.3942	47.6639
			Bi-Weekly		3,137.08	3,293.92	3,458.62	3,631.54	3,813.12
			Monthly		6,797	7,137	7,494	7,868	8,262
			Annual		81,564	85,642	89,924	94,420	99,141
IMEA	Project Manager - Mining	0	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Public Works Maintenance Supervisor	1	Hourly	48	39.2135	41.1740	43.2327	45.3942	47.6639
			Bi-Weekly		3,137.08	3,293.92	3,458.62	3,631.54	3,813.12
			Monthly		6,797	7,137	7,494	7,868	8,262
			Annual		81,564	85,642	89,924	94,420	99,141

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective August 4, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Public Works Services Manager	0	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Recreation Manager	1	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Recreation Supervisor	2	Hourly	47	38.2563	40.1692	42.1779	44.2870	46.5014
			Bi-Weekly		3,060.50	3,213.54	3,374.23	3,542.96	3,720.12
			Monthly		6,631	6,963	7,311	7,676	8,060
			Annual		79,573	83,552	87,730	92,117	96,723
IMEA	Senior Center Manager	1	Hourly	62	55.4072	58.1774	61.0861	64.1404	67.3476
			Bi-Weekly		4,432.58	4,654.19	4,886.88	5,131.23	5,387.81
			Monthly		9,604	10,084	10,588	11,118	11,674
			Annual		115,247	121,009	127,059	133,412	140,083
IMEA	Senior Finance Analyst	1	Hourly	51	42.2279	44.3394	46.5563	48.8841	51.3284
			Bi-Weekly		3,378.23	3,547.15	3,724.50	3,910.73	4,106.27
			Monthly		7,320	7,686	8,070	8,473	8,897
			Annual		87,834	92,226	96,837	101,679	106,763
IMEA	Senior Human Resources/ Risk Management Analyst	0	Hourly	53	44.3659	46.5841	48.9135	51.3591	53.9269
			Bi-Weekly		3,549.27	3,726.73	3,913.08	4,108.73	4,314.15
			Monthly		7,690	8,075	8,478	8,902	9,347
			Annual		92,281	96,895	101,740	106,827	112,168
IMEA	Senior Management Analyst	0	Hourly	53	44.3659	46.5841	48.9135	51.3591	53.9269
			Bi-Weekly		3,549.27	3,726.73	3,913.08	4,108.73	4,314.15
			Monthly		7,690	8,075	8,478	8,902	9,347
			Annual		92,281	96,895	101,740	106,827	112,168
IMEA	Senior Planner	1	Hourly	55	46.6120	48.9428	51.3899	53.9596	56.6577
			Bi-Weekly		3,728.96	3,915.42	4,111.19	4,316.77	4,532.62
			Monthly		8,079	8,483	8,908	9,353	9,821
			Annual		96,953	101,801	106,891	112,236	117,848

EXHIBIT A

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2024-2025

Effective September 11, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Administrative Secretary	2	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Assistant Planner	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Building Inspector	1	Hourly	44	35.5255	37.3019	39.1668	41.1250	43.1813
			Bi-Weekly		2,842.04	2,984.15	3,133.35	3,290.00	3,454.50
			Monthly		6,158	6,466	6,789	7,128	7,485
			Annual		73,893	77,588	81,467	85,540	89,817
ICEA	Bus Driver	1	Hourly	33	27.0755	28.4293	29.8510	31.3438	32.9111
			Bi-Weekly		2,166.04	2,274.35	2,388.08	2,507.50	2,632.88
			Monthly		4,693	4,928	5,174	5,433	5,705
			Annual		56,317	59,133	62,090	65,195	68,455
ICEA	Code Enforcement Officer	1	Hourly	39	31.3990	32.9692	34.6178	36.3486	38.1659
			Bi-Weekly		2,511.92	2,637.54	2,769.42	2,907.88	3,053.27
			Monthly		5,443	5,715	6,000	6,300	6,615
			Annual		65,310	68,576	72,005	75,605	79,385
ICEA	Deputy City Clerk	0	Hourly	41	32.9880	34.6375	36.3692	38.1875	40.0971
			Bi-Weekly		2,639.04	2,771.00	2,909.54	3,055.00	3,207.77
			Monthly		5,718	6,004	6,304	6,619	6,950
			Annual		68,615	72,046	75,648	79,430	83,402
ICEA	Engineering Technician	3	Hourly	40	32.1841	33.7933	35.4832	37.2572	39.1202
			Bi-Weekly		2,574.73	2,703.46	2,838.65	2,980.58	3,129.62
			Monthly		5,579	5,858	6,150	6,458	6,781
			Annual		66,943	70,290	73,805	77,495	81,370
ICEA	Finance Analyst	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 11, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Finance Technician	1	Hourly	36	29.1567	30.6144	32.1452	33.7524	35.4399
			Bi-Weekly		2,332.54	2,449.15	2,571.62	2,700.19	2,835.19
			Monthly		5,054	5,307	5,572	5,850	6,143
			Annual		60,646	63,678	66,862	70,205	73,715
ICEA	Human Resources Specialist	0	Hourly	38	30.6327	32.1644	33.7726	35.4611	37.2341
			Bi-Weekly		2,450.62	2,573.15	2,701.81	2,836.88	2,978.73
			Monthly		5,310	5,575	5,854	6,147	6,454
			Annual		63,716	66,902	70,247	73,759	77,447
ICEA	Inclusion Specialist	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Information Technology Technician	1	Hourly	36	29.1567	30.6144	32.1452	33.7524	35.4399
			Bi-Weekly		2,332.54	2,449.15	2,571.62	2,700.19	2,835.19
			Monthly		5,054	5,307	5,572	5,850	6,143
			Annual		60,646	63,678	66,862	70,205	73,715
ICEA	Janitor	1	Hourly	20	19.6404	20.6226	21.6538	22.7365	23.8736
			Bi-Weekly		1,571.23	1,649.81	1,732.31	1,818.92	1,909.88
			Monthly		3,404	3,575	3,753	3,941	4,138
			Annual		40,852	42,895	45,040	47,292	49,657
ICEA	Library Technician	1	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Maintenance Aide	4	Hourly	25	22.2216	23.3327	24.4995	25.7245	27.0106
			Bi-Weekly		1,777.73	1,866.62	1,959.96	2,057.96	2,160.85
			Monthly		3,852	4,044	4,247	4,459	4,682
			Annual		46,221	48,532	50,959	53,507	56,182
ICEA	Maintenance Lead Worker	2	Hourly	43	34.6587	36.3918	38.2115	40.1221	42.1284
			Bi-Weekly		2,772.69	2,911.35	3,056.92	3,209.77	3,370.27
			Monthly		6,008	6,308	6,623	6,955	7,302
			Annual		72,090	75,695	79,480	83,454	87,627

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 11, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Maintenance Worker I	2	Hourly	31	25.7707	27.0591	28.4120	29.8327	31.3245
			Bi-Weekly		2,061.65	2,164.73	2,272.96	2,386.62	2,505.96
			Monthly		4,467	4,690	4,925	5,171	5,430
			Annual		53,603	56,283	59,097	62,052	65,155
ICEA	Maintenance Worker II	4	Hourly	40	32.1841	33.7933	35.4832	37.2572	39.1202
			Bi-Weekly		2,574.73	2,703.46	2,838.65	2,980.58	3,129.62
			Monthly		5,579	5,858	6,150	6,458	6,781
			Annual		66,943	70,290	73,805	77,495	81,370
ICEA	Office Specialist	3	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Permit Technician	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Planning Technician	0	Hourly	36	29.1567	30.6144	32.1452	33.7524	35.4399
			Bi-Weekly		2,332.54	2,449.15	2,571.62	2,700.19	2,835.19
			Monthly		5,054	5,307	5,572	5,850	6,143
			Annual		60,646	63,678	66,862	70,205	73,715
ICEA	Police Administrative Clerk	1	Hourly	28	23.9308	25.1274	26.3837	27.7029	29.0880
			Bi-Weekly		1,914.46	2,010.19	2,110.69	2,216.23	2,327.04
			Monthly		4,148	4,355	4,573	4,802	5,042
			Annual		49,776	52,265	54,878	57,622	60,503
ICEA	Police Records Clerk	0	Hourly	28	23.9308	25.1274	26.3837	27.7029	29.0880
			Bi-Weekly		1,914.46	2,010.19	2,110.69	2,216.23	2,327.04
			Monthly		4,148	4,355	4,573	4,802	5,042
			Annual		49,776	52,265	54,878	57,622	60,503
ICEA	Police Records Clerk/ Dispatcher	1	Hourly	32	26.4144	27.7351	29.1216	30.5779	32.1067
			Bi-Weekly		2,113.15	2,218.81	2,329.73	2,446.23	2,568.54
			Monthly		4,579	4,807	5,048	5,300	5,565
			Annual		54,942	57,689	60,573	63,602	66,782

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 11, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Services Specialist	1	Hourly	41	32.9880	34.6375	36.3692	38.1875	40.0971
			Bi-Weekly		2,639.04	2,771.00	2,909.54	3,055.00	3,207.77
			Monthly		5,718	6,004	6,304	6,619	6,950
			Annual		68,615	72,046	75,648	79,430	83,402
ICEA	Recreation Assistant	0	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Senior Bus Driver	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Senior Center Assistant	1	Hourly	29	24.5288	25.7553	27.0433	28.3957	29.8154
			Bi-Weekly		1,962.31	2,060.42	2,163.46	2,271.65	2,385.23
			Monthly		4,252	4,464	4,688	4,922	5,168
			Annual		51,020	53,571	56,250	59,063	62,016
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	27.0755	28.4293	29.8510	31.3438	32.9111
			Bi-Weekly		2,166.04	2,274.35	2,388.08	2,507.50	2,632.88
			Monthly		4,693	4,928	5,174	5,433	5,705
			Annual		56,317	59,133	62,090	65,195	68,455
ICEA	Senior Center Specialist	1	Hourly	37	29.8856	31.3798	32.9490	34.5966	36.3264
			Bi-Weekly		2,390.85	2,510.38	2,635.92	2,767.73	2,906.12
			Monthly		5,180	5,439	5,711	5,997	6,297
			Annual		62,162	65,270	68,534	71,961	75,559
ICEA	Senior Code Enforcement Officer	1	Hourly	45	36.4135	38.2341	40.1457	42.1529	44.2606
			Bi-Weekly		2,913.08	3,058.73	3,211.65	3,372.23	3,540.85
			Monthly		6,312	6,627	6,959	7,307	7,672
			Annual		75,740	79,527	83,503	87,678	92,062
ICEA	Senior Recreation Leader	3	Hourly	19	19.1620	20.1202	21.1264	22.1827	23.2918
			Bi-Weekly		1,532.96	1,609.62	1,690.12	1,774.62	1,863.35
			Monthly		3,321	3,488	3,662	3,845	4,037
			Annual		39,857	41,850	43,943	46,140	48,447

EXHIBIT A

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	57.6466	60.5288	63.5553	66.7332	70.0697
			Bi-Weekly		4,611.73	4,842.31	5,084.42	5,338.65	5,605.58
			Monthly		9,992	10,492	11,016	11,567	12,145
			Annual		119,905	125,900	132,195	138,805	145,745
IPOA	Police Officer	21	Hourly	52	43.9356	46.1322	48.4389	50.8611	53.4043
			Bi-Weekly		3,514.85	3,690.58	3,875.12	4,068.88	4,272.35
			Monthly		7,616	7,996	8,396	8,816	9,257
			Annual		91,386	95,955	100,753	105,791	111,081
IPOA	Police Dispatcher/Clerk	6	Hourly	38	30.1885	31.6981	33.2832	34.9471	36.6947
			Bi-Weekly		2,415.08	2,535.85	2,662.65	2,795.77	2,935.58
			Monthly		5,233	5,494	5,769	6,058	6,360
			Annual		62,792	65,932	69,229	72,690	76,325

CITY OF IRWINDALE
Part-Time Salary Schedule
Fiscal Year 2024-2025
Effective September 1, 2024

Permanent Part-Time - Hourly Rates

Position Title	Authorized Number	Range	Step A	Step B	Step C	Step D	Step E
Senior Center Leader	3	19	19.16	20.12	21.12	22.18	23.29
Library Aide	1	26	22.77	23.91	25.10	26.36	27.68
Civil Engineering Technician	0	33	27.07	28.42	29.84	31.34	32.90

Part-Time - Hourly Rates

Position Title	Rate
Aquatics Aide/Pool Cashier	19.12
Assistant Pool Manager	23.87
Bus Driver	27.07
Communications Specialist	34.65
Community Center Worker (temp assignment of staff member)	22.24
Community Service Officer	20.59
Finance Assistant	23.29
Intern	21.71
Library Page	20.59
Lifeguard	19.59
Office Specialist	24.53
Police Officer Trainee	38.83
Recreation Aide	19.12
Reserve Police Officer	43.93
Senior Center Aide	19.12
Senior Library Page	22.72
Senior Lifeguard	21.62
Summer Youth Worker	16.00
Tutor	21.71

Item #22.A.

City of IRWINDALE
AGENDA REPORT

Date: September 11, 2024

To: Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Reclamation Authority Board

From: Julian A. Miranda, City Manager

Issue: First Reading of Ordinance Nos. 782, 783, and 784 for the Dissolution of the "Prioritization of Fill" schedule for the Hanson Quarry, the Durbin Quarry, and the Reliance I Quarry

City Manager's Recommendation:

(1) Introduce for first reading by title only with further reading waived, **Ordinance No. 782**, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 04-05 BY AND BETWEEN THE CITY OF IRWINDALE AND MARTIN MARIETTA SOUTHERN CALIFORNIA AGGREGATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FORMERLY HANSON AGGREGATES WEST, INC., A DELAWARE CORPORATION, AND A WHOLLY OWNED SUBSIDIARY OF MARTIN MARIETTA MATERIALS, INC.; LOCATED AT 13550 LIVE OAK AVENUE; IRWINDALE, CALIFORNIA"; and

(2) Introduce for first reading by title only with further reading waived, **Ordinance No. 783**, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 01-06 FOR DURBIN QUARRY BY AND BETWEEN THE CITY OF IRWINDALE AND CALMAT CO., A DELAWARE CORPORATION, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION; LOCATED AT 13000 LOS ANGELES STREET, IRWINDALE, CALIFORNIA"; and

(3) Introduce for first reading by title only with further reading waived, **Ordinance No. 784**, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT NO. 02-06 FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL BY AND BETWEEN THE CITY OF IRWINDALE AND CALMAT CO., A DELAWARE CORPORATION, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION; LOCATED AT 15990 FOOTHILL BOULEVARD, IRWINDALE, CALIFORNIA"

Administrative Action:

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Submitted/Prepared by:

Eddie Chan, Director of Engineering/Building Official

Marilyn Simpson, AICP, Community Development Director

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

SUMMARY

Each of the proposed Amendments to their respective Development Agreements is proposed to remove the "Prioritization of Fill" schedule which was established to facilitate an organized and systematic approach to filling the various pits throughout the City of Irwindale to ensure that sufficient fill material could be dedicated to each site for timely completion of the pits, rather than a piecemeal approach without a cohesive strategy such that the pits would not consistently receive sufficient fill material and therefore, would take much longer to complete. Since the implementation of the prioritization schedule, various pits in the City of Irwindale have successfully been filled and are now in the process of development. As a result, the need for the prioritization schedule is no longer required as there is now sufficient fill material to fill the remaining pits without the necessity of the structured prioritization approach. Accordingly, the proposed amendments would terminate the requirement for prioritization of commercial filling activities.

BACKGROUND/HISTORY

The Irwindale Reclamation Authority ("Authority"), a joint powers authority, was established under a joint power agreement between the City of Irwindale and the Irwindale Redevelopment Agency. The primary functions of the Authority are:

1. To govern the reclamation of mining quarries to ensure compliance with State Mining and Geology Board Reclamation Regulations.

2. To provide a financial assurances mechanism under the California Surface Mining and Reclamation Act of 1975 ("SMARA") that allows the Authority to offset reclamation costs by a pledge of revenues in calculating financial assurances.

3. To receive and reassign, for the purposes of complying with SMARA, the operating rights from each

of the mining company participants to the Authority.

Due to the constraints imposed by the Redevelopment Dissolution Bill (AB 1X 26 and AB 1484) on the future activities of joint power authorities, the Successor Agency of the Irwindale Redevelopment Agency transferred its membership interests in the Irwindale Reclamation Authority to the City's Industrial Development Authority. This move was made to ensure continued compliance with state law.

As part of the Irwindale Reclamation Authority's oversite, the City and Reclamation Authority entered into various agreements with the mining operators throughout Irwindale in order to create a prioritization fill schedule. Each agreement included specific language concerning the prioritization of filling activities related to operating a Commercial Inert Landfill in the following order: United Quarry 1 (also known as Nu-Way Arrow Pit), followed by United Quarry 2. However, the City retained the authority to suspend the commencement of reclamation activities at United Quarry 2 and may authorize Hanson Quarry to operate a Commercial Inert Landfill after the completion of reclamation activities at United Quarry 1.

The City of Irwindale entered into Development Agreements with United Rock Products, Vulcan Materials, and Martin Marietta (Hanson) which contained language establishing the prioritization fill schedule, identifying the Priority Quarry, with the ability to operate a Commercial Inert Landfill for a certain period of time, to the exclusion of other operators.

Since the establishment of the prioritization fill schedule in 2004, the reclamation of the following pits/quarries has been completed, and they are now in the process of development:

1. United Quarry 1 (AKA Nu-Way Arrow Pit/The Park @ Live Oak)
2. Vulcan Reliance II Quarry
3. Nu-Way Live Oak Pit (AKA Gateway Pit)

The successful completion of filling these pits/quarries has resulted in an ample supply of fill materials in Irwindale, sufficient to support more than one Priority Quarry simultaneously. Consequently, it has been determined that the prioritization schedule is no longer necessary.

On March 11, 2020, the City Council/Board of the Reclamation Authority authorized and directed staff to initiate discussions with the mining operators to terminate the Prioritization Schedule of filling activities for a Commercial Inert Landfill.

Staff negotiated, and the City Attorney's Office prepared, the proposed Amendments to the Development Agreements. Each mining operator has executed the proposed amendments, in agreement with their terms. The agreements shall be recorded with the Los Angeles County Registrar/Recorder.

PROJECT ANALYSIS

Section 65868 of the California Government Code authorizes a development agreement to be amended, in whole or in part, by mutual consent of the parties to the agreement or their successors in

interest pursuant to sections 65867-65867.5 of the California Government Code. Prior to approval of an amendment to a development agreement, the Planning Commission must hold a noticed public hearing and provide a recommendation to the City Council. (Gov. Code § 65867.) After the Planning Commission holds a public hearing and provides a recommendation, the legislative body must approve a development agreement by adoption of an ordinance. (Gov. Code § 65867.5(a)) The provisions of the amendment to a development agreement must be found by the City Council to be consistent with the general plan and any applicable specific plan. (Gov. Code § 65867.5(b).)

Hanson Quarry

Hanson Quarry is identified in the City's General Plan as an active quarry. There is no applicable specific plan for the site. Upon completion of mining activities, the City's General Plan contemplates that because many of the pits are located in close proximity to freeways, these areas are subject to intense development pressure due to the scarcity of developable land. As a result, the General Plan has designated a number of these pits, including Hanson, as Commercial, Recreational, and Light Industrial, to capitalize on these factors as a means to generate revenue for the City and serve the regional population.

The removal of the priority schedule will facilitate the ultimate development of Hanson. Thus, the proposed Amendment No. 1 is consistent with the City's General Plan and is intended to encourage the highest and best use for Hanson into an eventual Recreational, Commercial, and Light Industrial development.

Durbin Quarry

The Durbin Quarry is identified in the City's General Plan as an active quarry. There is no applicable specific plan for the site. Upon completion of mining activities, the City's General Plan contemplates that because many of the pits are located in close proximity to freeways, these areas are subject to intense development pressure due to the scarcity of developable land. As a result, the General Plan has designated a number of these pits, including the Durbin Quarry, as "Regional Commercial" to capitalize on these factors as a means to generate revenue for the City and serve the regional population.

The purpose of the proposed Amendment No. 1 is to terminate the requirement for prioritization of filling activities. The removal of the priority schedule will facilitate the ultimate development of the Durbin Quarry. Thus, the proposed Amendment No. 1 is consistent with the City's General Plan and is intended to encourage the highest and best use for the Durbin Quarry into an eventual Regional Commercial development.

Reliance I

Reliance I is identified in the City's General Plan as an active mining operation. There is no applicable specific plan for the site. Upon completion of mining activities, the City's General Plan contemplates that because many of the pits are located in close proximity to freeways, these areas are subject to intense development pressure due to the scarcity of developable land. As a result, the General Plan has designated a number of these pits, including Reliance I, as Industrial and Commercial to capitalize on

these factors as a means to generate revenue for the City and serve the regional population.

The purpose of the proposed Amendment No. 2 is to terminate the requirement for prioritization of filling activities. The removal of the priority schedule will facilitate the ultimate development of Reliance I. Thus, the proposed Amendment No. 2 is consistent with the City's General Plan and is intended to encourage the highest and best use for Reliance I into an eventual Industrial Commercial development.

PLANNING COMMISSION REVIEW
On August 21, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, and adopted Resolution Nos. 830(24), 831(24), and 832(24), recommending that the City Council adopt an ordinance approving each of the proposed amendments.

PUBLIC NOTICE
On August 29, 2024, the property owners within 500 feet of the subject property were notified by mail. The public notice was also published in the newspaper on August 30, 2024.

ENVIRONMENTAL REVIEW
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 projects and has determined that the filling of the pits have already been analyzed in the previously Certified EIR's prepared for the projects (SCH# 2003011084), (SCH #2006051107) and pursuant to CEQA Guidelines Section 15162, the proposed amendments are consistent with the previously certified EIRs. Therefore, no subsequent EIR, Negative Declaration, or addendum is required for approval of the amendments.

Fiscal Impact:

None

Attachments:

1. Ordinance No. 782
2. Ordinance No. 783
3. Ordinance No. 784
4. Agenda Item 4B

ORDINANCE NO. 782

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 04-05 BY AND BETWEEN THE CITY OF IRWINDALE AND MARTIN MARIETTA SOUTHERN CALIFORNIA AGGREGATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FORMERLY HANSON AGGREGATES WEST, INC., A DELAWARE CORPORATION, AND A WHOLLY OWNED SUBSIDIARY OF MARTIN MARIETTA MATERIALS, INC.; LOCATED AT 13550 LIVE OAK AVENUE; IRWINDALE, CALIFORNIA

WHEREAS, on January 3, 2006, the City of Irwindale ("City") and Hanson Aggregates West, Inc., now Martin Marietta Southern California Aggregates, LLC ("Martin Marietta"), entered into an agreement entitled "Development Agreement" ("Agreement") to govern the development of parcels identified in Exhibit A in the Agreement described as: (1) Plant Parcel; (2) Reclamation Parcel; (3) Green Parcel; (4) Peck Parcel; (5) Southwest Corner Parcel; and (6) Lake Parcel (collectively "Hanson"); and

WHEREAS, in Sections 2.7 and 11.4 of the Agreement, entitled "Commercial Filling Operations" and "Reclamation Incentives/Penalties," respectively, the City and Martin Marietta agreed to a prioritization system to fill pits that have been mined and are ready for reclamation. Those various pits in the City have successfully been filled and are now in the process of development; and

WHEREAS, as a result of the successful completion of filling various pits, the need for the prioritization schedule and the City's fill program is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of the structured prioritization approach; and

WHEREAS, Martin Marietta has made a request to amend the Agreement to terminate the requirement for prioritization of filling activities, triggering the application of post-priority provisions in the Agreement, and update the Agreement to reflect the change in corporate status ("Amendment No. 1"); and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) the development agreement has been considered in the Environmental Impact Report (SCH No. 2003011084) prepared for the development project in the Agreement, and the proposed approval of the Amendment No. 1 is consistent with the analysis contained therein; and

WHEREAS, section 65868 of the California Government Code authorizes a development agreement to be amended, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest pursuant to sections 65867-65867.5 of the California Government Code; and

WHEREAS, on August 21, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, and adopted Resolution No. 830(24), recommending that the City Council adopt this Ordinance amending the Agreement; and

WHEREAS, on September 11, 2024, the City Council of the City of Irwindale introduced and conducted a first reading of this Ordinance, held a duly noticed Public Hearing with respect thereto, and considered testimony and evidence at the Public Hearing; and

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

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

SECTION 1. That the recitals in this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the filling of the pits has already been analyzed in the previously Certified EIR prepared for the project (SCH# 2003011084) and pursuant to CEQA Guidelines Section 15162, the City Council hereby finds that the Amendment No. 1 is consistent with the previously certified EIR. Therefore, no subsequent EIR, Negative Declaration, or addendum is required for approval of the Amendment.

SECTION 3. Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the City Council hereby specifically finds as follows:

a. The proposed Amendment No. 1 to the Development Agreement is consistent with the goals and policies of the General Plan, its purposes and applicable Specific Plan(s).

Hanson is identified in the City's General Plan as an active quarry. There is no applicable specific plan for the site. Upon completion of mining activities, the City's General Plan contemplates that because many of the pits are located in close proximity to freeways, these areas are subject to intense development pressure due to the scarcity of developable land. As a result, the General Plan has designated a number of these pits, including Hanson, as Commercial, Recreational, and Light Industrial, to capitalize on these factors as a means to generate revenue for the City and serve the regional population.

In order to facilitate the orderly filling and ultimate development of the mining pits within the City, the City and the mining operators agreed to a priority schedule

within which certain operators would have the sole right to fill their respective pit or quarry with commercial filling activities in order to ensure timely completion of the filling of each site, rather than a piecemealed approach. Since that time, several pits and quarries have been successfully filled and the City and operators have determined that there is an ample supply of fill materials in Irwindale, sufficient to support more than one commercial fill operation simultaneously. Consequently, it has been determined that the prioritization schedule is no longer necessary. The purpose of the proposed Amendment No. 1 is to terminate the requirement for prioritization of filling activities. The removal of the priority schedule will facilitate the ultimate development of Hanson. Thus, the proposed Amendment No. 1 is consistent with the City's General Plan and is intended to encourage the highest and best use for Hanson into an eventual Recreational, Commercial, and Light Industrial development.

SECTION 4. On the basis of these findings, the City Council hereby approves Amendment No. 1 to the Development agreement as set forth in **Exhibit** "**A**".

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 25th day of September, 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) ss.
CITY OF IRWINDALE)

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale do hereby certify that the foregoing Ordinance No. 782 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on September 11, 2024, and duly adopted at a regular meeting of the City Council of the City of Irwindale held on September 25, 2024, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 782 adopted by the City Council of the City of Irwindale at its regular meeting held September 25, 2024, to be posted at the City Hall, Library, and Post Office on September 26, 2024.

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

AMENDMENT NO. 1
TO DEVELOPMENT AGREEMENT

This **AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT ("Amendment No. 1")** is entered into as of _____ 202_, by and between Martin Marietta Southern California Aggregates, LLC, a Delaware limited liability company, formerly Hanson Aggregates West, Inc., a Delaware corporation ("Hanson"), and as of October 1, 2021 a wholly owned subsidiary of Martin Marietta Materials, Inc. ("Martin Marietta"), and the City of Irwindale (the "City"), a California municipal corporation (collectively, the "Parties"), with reference to the following facts:

RECITALS

A. On January 3, 2006, the City and Hanson entered into the agreement entitled "Development Agreement" ("Agreement") to govern the development of parcels identified in Exhibit A in the Agreement described as: (1) Plant Parcel; (2) Reclamation Parcel; (3) Green Parcel; (4) Peck Parcel; (5) Southwest Corner Parcel; and (6) Lake Parcel (collectively the "Site").

B. In Sections 2.7 and 11.4 of the Agreement, which sections are entitled "Commercial Filling Operations" and "Reclamation Incentives/Penalties", respectively, the Parties agreed to a prioritization system to fill pits that have been mined and are ready for reclamation.

C. The intent behind the "Commercial Filling Operations" section was to establish an organized and systematic approach to filling the various pits throughout the City of Irwindale to ensure that sufficient fill material could be dedicated to each site to timely ensure completion thereof rather than have a piecemeal approach without any deadlines or a cohesive strategy such that pits may not consistently receive sufficient fill material and, therefore, could take much longer to complete.

D. Since the Effective Date of the Agreement, various pits in the City of Irwindale have successfully been filled and are now in the process of development.

E. As a result of the successful completion of filling various pits, the need for the prioritization schedule and the City's fill program is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of the structured prioritization approach.

F. Section 11.4 of the Agreement, among others, establishes requirements and obligations should the prioritization system be terminated.

G. Accordingly, the Parties now desire to amend the Agreement to terminate the requirement for prioritization of filling activities and trigger the application of post-priority provisions in the Agreement. The Parties also desire to update the Agreement to reflect a change in corporate status.

TERMS

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

a. Section 2.7 of the Agreement, entitled "Commercial Filling Operations" is hereby amended by adding the following sentence to the end of the current provision:

"As of the date of Amendment No. 1, the priority system described in this Section is hereby dissolved and terminated and, as a result, commercial filling operations are permitted on the Site. The Parties shall thereafter comply with the post-priority requirements and obligations set forth in of the Agreement including, but not limited to, Section 11.4."

b. Section 1.3 of the Agreement, entitled "Interest and Representation of Hanson", is hereby amended to include the following new subdivision (k):

(k) Subsequent to the Agreement, Hanson Aggregates West, Inc. was converted to a limited liability company and later changed its name to Hanson Aggregates, LLC, which (i) on October 1, 2021 became a wholly owned subsidiary of Martin Marietta Materials, Inc. and (ii) later changed its name to Martin Marietta Southern California Aggregates, LLC.

c. Section 17.3 of the Agreement, entitled "Notices Demands and Communications Between the Parties", is hereby amended as follows:

Notices, demands, submission of documents, and communications between City and Hanson shall be given either by personal service, delivery by courier, or by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the addresses provided below.

CITY: CITY OF IRWINDALE
5050 North Irwindale Avenue
Irwindale, CA 91706
Telecopier No. (626) 962-4209
Attn: City Manager

A copy to: ALESHIRE & WYNDER, LLP
1 Park Plaza Suite 1000
Irvine, California, 92614
Phone: (949) 223-1170
E-mail: aguerra@awattorneys.com
Attn: Adrian Guerra, Esq.

DEVELOPER: MARTIN MARIETTA SOUTHERN CALIFORNIA AGGREGATES, LLC
4123 Parklake Avenue
Raleigh, North Carolina, 27612
Attn: General Counsel

A copy to: Martin Marietta Materials, Inc.
4123 Parklake Avenue
Raleigh, North Carolina, 27612
Attn: General Counsel

Martin Marietta Materials, Inc.
Irwindale Plant
13350 Live Oak Avenue
Irwindale, California 91706
Attn: Plant Manager

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

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

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

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound and should be read and construed in a manner which would not conflict with other agreements or contract amendments entered into or intended to be entered into by the Parties for the purposes referenced in the Recitals above.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
_____, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

MARTIN MARIETTA:

MARTIN MARIETTA SOUTHERN CALIFORNIA AGGREGATES, LLC., a Delaware corporation

By: Abbott Lawrence

Name: Abbott Lawrence
Title: West Division President

APPROVED AS TO FORM:

John A. Gillan, Assoc. General Counsel

01005.0020/970356.2

ORDINANCE NO. 783

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 01-06 FOR DURBIN QUARRY BY AND BETWEEN THE CITY OF IRWINDALE AND CALMAT CO., A DELAWARE CORPORATION, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION; LOCATED AT 13000 LOS ANGELES STREET, IRWINDALE, CALIFORNIA

WHEREAS, on September 24, 2008, the City of Irwindale ("City") and CalMat Co. dba Vulcan Materials Company, Western Division ("Vulcan"), entered into an agreement entitled "Development Agreement for Durbin Quarry" ("Agreement") to govern the development of an active mining quarry known as Durbin Quarry; and

WHEREAS, in Section 7.2 of the Agreement, entitled "Commencement Date/Prioritization of Fill" the City and Vulcan agreed to a prioritization system to fill pits that have been mined and are ready for reclamation. Those various pits in the City have successfully been filled and are now in the process of development; and

WHEREAS, as a result of the successful completion of filling various pits, the need for the prioritization schedule established in Section 7.2 of the Agreement is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of a structured prioritization approach; and

WHEREAS, Vulcan has made a request to amend the Agreement to terminate the requirement for prioritization of filling activities ("Amendment No. 1"); and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) the development agreement has been considered in the Environmental Impact Report (SCH No. 2006051107) prepared for the development project in the Agreement, and the proposed approval of the Amendment No. 1 is consistent with the analysis contained therein; and

WHEREAS, section 65868 of the California Government Code authorizes a development agreement to be amended, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest pursuant to sections 65867-65867.5 of the California Government Code; and

WHEREAS, on August 21, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, and adopted Resolution No. 831(24) recommending that the City Council adopt this Ordinance amending the Agreement; and

WHEREAS, on September 11, 2024, the City Council of the City of Irwindale introduced and conducted a first reading of this Ordinance, held a duly noticed Public Hearing with respect thereto, and considered testimony and evidence at the Public Hearing; and

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

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

SECTION 1. That the recitals in this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby finds that 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 filling of the pits have already been analyzed in the previously Certified EIR's prepared for the project (SCH# 2006051107) and pursuant to CEQA Guidelines Section 15162, the Amendment No. 1 is consistent with the previously certified EIR. Therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the Amendment.

SECTION 3. Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the City Council hereby specifically finds as follows:

a. The proposed Amendment No. 1 to the Development Agreement is consistent with the goals and policies of the General Plan, its purposes and applicable Specific Plan(s).

The Durbin Quarry is identified in the City's General Plan as an active quarry. There is no applicable specific plan for the site. Upon completion of mining activities, the City's General Plan contemplates that because many of the pits are located in close proximity to freeways, these areas are subject to intense development pressure due to the scarcity of developable land. As a result, the General Plan has designated a number of these pits, including the Durbin Quarry, as "Regional Commercial" to capitalize on these factors as a means to generate revenue for the City and serve the regional population.

In order to facilitate the orderly filling and ultimate development of the mining pits within the City, the City and the mining operators agreed to a priority schedule within which certain operators would have the sole right to fill their respective pit or quarry with commercial filling activities in order to ensure timely completion of the filling of each site, rather than a piecemealed approach. Since that time, several pits and quarries have been successfully filled and the City and operators have determined that there is an ample supply of fill materials in Irwindale, sufficient to support more than one commercial fill operation simultaneously. Consequently, it has been determined that the prioritization schedule is no longer necessary. The purpose of the proposed Amendment No. 1 is to terminate the requirement for

prioritization of filling activities. The removal of the priority schedule will facilitate the ultimate development of the Durbin Quarry. Thus, the proposed Amendment No. 1 is consistent with the City's General Plan and is intended to encourage the highest and best use for the Durbin Quarry into an eventual Regional Commercial development.

SECTION 4. On the basis of these findings, the City Council hereby approves Amendment No. 1 to the Development agreement as set forth in **Exhibit** "**A**".

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage. City staff are directed and authorized to inform and educate the public regarding the adoption of this Ordinance prior to it taking effect.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 25th day of September, 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale do hereby certify that the foregoing Ordinance No. 783 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on September 11, 2024, and duly adopted at a regular meeting of the City Council of the City of Irwindale held on September 25, 2024, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 783 adopted by the City Council of the City of Irwindale at its regular meeting held September 25, 2024, to be posted at the City Hall, Library, and Post Office on September 26, 2024.

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

AMENDMENT NO. 1
TO DEVELOPMENT AGREEMENT FOR DURBIN QUARRY

This **AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT FOR DURBIN QUARRY ("Amendment No. 1")** is entered into as of July __ 2023, by and between CALMAT CO., a Delaware corporation, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan") and the City of Irwindale (the "City"), a California municipal corporation (collectively, the "Parties"), with reference to the following facts:

RECITALS

A. On September 24, 2008, the City and Vulcan entered into that agreement entitled "Development Agreement for Durbin Quarry" ("Agreement") to govern the development of an active mining quarry known as Durbin Quarry.

B. In Section 7.2 of the Agreement, which section is entitled "Commencement Date/Prioritization of Fill", the Parties agreed to a prioritization system to fill pits that have been mined and are ready for reclamation.

C. The intent behind the "Commencement Date/Prioritization of Fill" section was to establish an organized and systematic approach to filling the various pits throughout the City of Irwindale to ensure that sufficient fill material could be dedicated to each site to timely ensure completion thereof rather than have a piecemeal approach without any deadlines or a cohesive strategy such that pits may not consistently receive sufficient fill material and, therefore, could take much longer to complete.

D. Since the Effective Date of the Agreement, various pits in the City of Irwindale have successfully been filled and are now in the process of development.

E. As a result of the successful completion of filling various pits, the need for the prioritization schedule established in Section 7.2 of the Agreement is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of the structured prioritization approach.

F. Accordingly, the Parties now desire to terminate Section 7.2 of the Agreement and thereby terminate the requirement for prioritization of filling activities.

TERMS

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

a. Section 7.2 of the Agreement, entitled "Commencement Date/Prioritization of Fill", is hereby deleted in its entirety and shall have no further force and effect as of the date of this Amendment No. 1. The Parties have reviewed all agreements and operating entitlements and agree that the deletion of Section 7.2 will have no other impact on entitled operations or approvals and no amendments to the underlying entitlements are required.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement, as amended by Amendment Nos. 1, shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

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

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

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound should be read and construed in a manner which would not conflict with other agreements or contract amendments entered into or intended to be entered into by the Parties for the purpose of terminating the fill prioritization system referenced in Recitals B and C above.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

VULCAN:

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

By: _____
Name: James T. Pobanski
Title: President - Western Division

APPROVED AS TO FORM:

_____
Signature

_____
Name, Title

01005.0020/935959.1

ORDINANCE NO. 784

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT NO. 02-06 FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL BY AND BETWEEN THE CITY OF IRWINDALE AND CALMAT CO., A DELAWARE CORPORATION, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION; LOCATED AT 15990 FOOTHILL BOULEVARD, IRWINDALE, CALIFORNIA

WHEREAS, on September 24, 2008, the City of Irwindale ("City") and CalMat Co. dba Vulcan Materials Company, Western Division ("Vulcan"), entered into an agreement entitled "Development Agreement for Reliance I Quarry and Reliance II Landfill" ("Agreement") to govern the development of an active mining quarry known as Reliance I and a landfill site called Reliance II; and

WHEREAS, on March 10, 2021, the City and Vulcan entered into a contract amendment ("Amendment No. 1) to Agreement which terminated any terms or conditions relating to Reliance II Landfill; and

WHEREAS, in Section 7.2 of the Agreement, entitled "Commencement Date/Prioritization of Fill" the City and Vulcan agreed to a prioritization system to fill pits that have been mined and are ready for reclamation. Those various pits in the City have successfully been filled and are now in the process of development; and

WHEREAS, as a result of the successful completion of filling various pits, the need for the prioritization schedule established in Section 7.2 of the Agreement is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of a structured prioritization approach; and

WHEREAS, Vulcan has made a request to amend the Agreement again to terminate the requirement for prioritization of filling activities ("Amendment No. 2"); and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) the development agreement has been considered in the Environmental Impact Report (SCH No. 2006051107) prepared for the development project in the Agreement, and the proposed approval of the Amendment No. 2 is consistent with the analysis contained therein; and

WHEREAS, sections 65868 of the California Government Code authorizes a development agreement to be amended, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest pursuant to sections 65867-65867.5 of the California Government Code; and

WHEREAS, on August 21, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, and adopted Resolution No. 832(24), recommending that the City Council adopt this Ordinance amending the Agreement; and

WHEREAS, on September 11, 2024, the City Council of the City of Irwindale introduced and conducted a first reading of this Ordinance, held a duly noticed Public Hearing with respect thereto, and considered testimony and evidence at the Public Hearing; and

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

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

SECTION 1. That the recitals in this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby finds that 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 filling of the pits have already been analyzed in the previously Certified EIR prepared for the project (SCH# 2006051107) and pursuant to CEQA Guidelines Section 15162, the Amendment No. 2 is consistent with the previously certified EIR. Therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the Amendment.

SECTION 3. Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the Planning Commission hereby finds this Planning Commission hereby specifically finds as follows:

a. The proposed Amendment No. 2 to the Development Agreement is consistent with the goals and policies of the General Plan, its purposes and applicable Specific Plan(s):

Reliance I is identified in the City's General Plan as an active mining operation. There is no applicable specific plan for the site. Upon completion of mining activities, the City's General Plan contemplates that because many of the pits are located in close proximity to freeways, these areas are subject to intense development pressure due to the scarcity of developable land. As a result, the General Plan has designated a number of these pits, including Reliance I, as Industrial and Commercial to capitalize on these factors as a means to generate revenue for the City and serve the regional population.

In order to facilitate the orderly filling and ultimate development of the mining pits within the City, the City and the mining operators agreed to a priority schedule within which certain operators would have the sole right to fill their respective pit or quarry with commercial filling activities in order to ensure timely completion of the filling of

each site, rather than a piecemealed approach. Since that time, several pits and quarries have been successfully filled and the City and operators have determined that there is an ample supply of fill materials in Irwindale, sufficient to support more than one commercial fill operation simultaneously. Consequently, it has been determined that the prioritization schedule is no longer necessary. The purpose of the proposed Amendment No. 2 is to terminate the requirement for prioritization of filling activities. The removal of the priority schedule will facilitate the ultimate development of Reliance I. Thus, the proposed Amendment No. 2 is consistent with the City's General Plan and is intended to encourage the highest and best use for Reliance I into an eventual Industrial Commercial development.

SECTION 4. On the basis of these findings, the City Council hereby approves Amendment No. 2 to the Development Agreement as set forth in **Exhibit "A".**

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage. City staff are directed and authorized to inform and educate the public regarding the adoption of this Ordinance prior to it taking effect.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 25th day of September, 2024.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale do hereby certify that the foregoing Ordinance No. 784 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on September 11, 2024, and duly adopted at a regular meeting of the City Council of the City of Irwindale held on September 25, 2024, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 784 adopted by the City Council of the City of Irwindale at its regular meeting held September 25, 2024, to be posted at the City Hall, Library, and Post Office on September 26, 2024.

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

AMENDMENT NO. 2
TO DEVELOPMENT AGREEMENT FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL

This **AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL ("Amendment No. 2")** is entered into as of July __ 2023, by and between CALMAT CO., a Delaware corporation, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan") and the City of Irwindale (the "City"), a California municipal corporation (collectively, the "Parties"), with reference to the following facts:

RECITALS

A. On September 24, 2008, the City and Vulcan entered into that agreement entitled "Development Agreement for Reliance I Quarry and Reliance II Landfill" ("Agreement") to govern the development of an active mining quarry known as Reliance I and a landfill site called Reliance II.

B. On March 10, 2021, the City and Vulcan entered into a contract amendment entitled "Amendment No. 1 to Development Agreement for Reliance I Quarry and Reliance II Landfill" ("Amendment No 1.") which terminated any terms or conditions relating to Reliance II Landfill. Accordingly, this Amendment No. 2 incorporates by reference any amendments as described in Amendment No. 1.

C. In Section 7.2 of the Agreement, which section is entitled "Commencement Date/Prioritization of Fill", the Parties agreed to a prioritization system to fill pits that have been mined and are ready for reclamation.

D. The intent behind the "Commencement Date/Prioritization of Fill" section was to establish an organized and systematic approach to filling the various pits throughout the City of Irwindale to ensure that sufficient fill material could be dedicated to each site to timely ensure completion thereof rather than have a piecemeal approach without any deadlines or a cohesive strategy such that pits may not consistently receive sufficient fill material and, therefore, could take much longer to complete.

E. Since the Effective Date of the Agreement, various pits in the City of Irwindale have successfully been filled and are now in the process of development.

F. As a result of the successful completion of filling various pits, the need for the prioritization schedule established in Section 7.2 of the Agreement is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of the structured prioritization approach.

G. Accordingly, the Parties now desire to terminate Section 7.2 of the Agreement and thereby terminate the requirement for prioritization of filling activities.

TERMS

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

a. Section 7.2 of the Agreement, entitled "Commencement Date/Prioritization of Fill", is hereby deleted in its entirety and shall have no further force and effect as of the date of this Amendment No. 2. The Parties have reviewed all agreements and operating entitlements and agree that the deletion of Section 7.2 will have no other impact on entitled operations or approvals and no amendments to the underlying entitlements are required.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and Amendment No. 1 terminating all terms and conditions pertaining to Reliance II Landfill, all provisions of the Agreement, as amended by Amendment Nos. 1 and 2, shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 and 2.

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

4. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound and should be read and construed in a manner which would not conflict with other agreements or contract amendments entered into or intended to be entered into by the Parties for the purpose of terminating the fill prioritization system referenced in Recitals C and D above.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

VULCAN:

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

By: _____
Name: James T. Polansky
Title: President - Western Division

APPROVED AS TO FORM:

_____
Signature

_____
Name, Title

CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Date: August 21, 2024 **Agenda Item No. 4-B**

To: Honorable Chair and Members of the Planning Commission

From: Eddie Chan, City Engineer
Marilyn Simpson, AICP, Community Development Director

Project Planners: Community Development and Engineering Staff

Project: Prioritization Clause Amendments

Applicant: City of Irwindale, Vulcan Materials Co., and Martin Marietta

Project Location(s): Hanson Quarry, 13550 Live Oak Avenue, Irwindale, CA; Durbin Quarry 13000 Los Angeles Street, Irwindale, CA; and Reliance I Quarry 15990 Foothill Boulevard, Irwindale, CA

Staff Recommendation: That the Planning Commission consider the following:

1) Adopt Resolution No. 830(24), a resolution of the Planning Commission of the City of Irwindale recommending that the City Council adopt an ordinance approving Amendment No. 1 to the Development Agreement by and between the City of Irwindale and Martin Marietta Southern California Aggregates, LLC for the Hanson Quarry;

AND

2) Adopt Resolution No. 831(24), a resolution of the Planning Commission of the City of Irwindale recommending that the City Council adopt an ordinance approving Amendment No. 1 to the Development Agreement by and between the City of Irwindale and Calmat Co., D.B.A. Vulcan Materials Company, Western Division for the Durbin Quarry;

AND

3) Adopt Resolution No. 832(24), a resolution of the Planning Commission of the City of Irwindale recommending that the City Council adopt an ordinance approving Amendment No. 1 to the Development Agreement by and between the City of

SUMMARY

Each of the Amendments is proposed to remove the "Prioritization of Fill" schedule which was established to facilitate an organized and systematic approach to filling the various pits throughout the City of Irwindale to ensure that sufficient fill material could be dedicated to each site for timely completion of the pits, rather than a piecemeal approach without a cohesive strategy such that the pits would not consistently receive sufficient fill material and therefore, would take much longer to complete. Since the implementation of the prioritization schedule, various pits in the City of Irwindale have successfully been filled and are now in the process of development. As a result, the need for the prioritization schedule is no longer required as there is now sufficient fill material to fill the remaining pits without the necessity of the structured prioritization approach. Accordingly, the proposed amendments would terminate the requirement for prioritization of commercial filling activities.

BACKGROUND/HISTORY

The Irwindale Reclamation Authority ("Authority"), a joint powers authority, was established under a joint power agreement between the City of Irwindale and the Irwindale Redevelopment Agency. The primary functions of the Authority are:

1. To govern the reclamation of mining quarries to ensure compliance with State Mining and Geology Board Reclamation Regulations.

2. To provide a financial assurances mechanism under the California Surface Mining and Reclamation Act of 1975 ("SMARA") that allows the Authority to offset reclamation costs by a pledge of revenues in calculating financial assurances.

3. To receive and reassign, for the purposes of complying with SMARA, the operating rights from each of the mining company participants to the Authority.

Due to the constraints imposed by the Redevelopment Dissolution Bill (AB 1X 26 and AB 1484) on the future activities of joint power authorities, the Successor Agency of the Irwindale Redevelopment Agency transferred its membership interests in the Irwindale Reclamation Authority to the City's Industrial Development Authority. This move was made to ensure continued compliance with state law.

As part of the Irwindale Reclamation Authority's oversite, the City and Reclamation Authority entered into various agreements with the mining operators throughout Irwindale in order to create a prioritization fill schedule. Each agreement included specific language concerning the prioritization of filling activities related to operating a Commercial Inert Landfill in the following order: United Quarry 1 (also known as Nu-Way Arrow Pit), followed by United Quarry 2. However, the City retained the authority to suspend the commencement of reclamation activities at United Quarry 2 and may authorize Hanson Quarry to operate a Commercial Inert Landfill after the completion of reclamation activities at United Quarry 1.

The City of Irwindale entered into Development Agreements with United Rock Products, Vulcan Materials, and Martin Marietta (Hanson) which contained language establishing the prioritization fill schedule, identifying the Priority Quarry, with the ability to operate a Commercial Inert Landfill for a certain period of time, to the exclusion of other operators.

Since the establishment of the prioritization fill schedule in 2004, the reclamation of the following pits/quarries has been completed, and they are now in the process of development:

1. United Quarry 1 (AKA Nu-Way Arrow Pit/The Park @ Live Oak)
2. Vulcan Reliance II Quarry
3. Nu-Way Live Oak Pit (AKA Gateway Pit)

The successful completion of filling these pits/quarries has resulted in an ample supply of fill materials in Irwindale, sufficient to support more than one Priority Quarry simultaneously. Consequently, it has been determined that the prioritization schedule is no longer necessary.

On March 11, 2020, the City Council/Board of the Reclamation Authority authorized and directed staff to initiate discussions with the mining operators to terminate the Prioritization Schedule of filling activities for a Commercial Inert Landfill.

Staff negotiated, and the City Attorney's Office prepared, the proposed Amendments to the Development Agreements. Each mining operator has executed the proposed amendments, in agreement with their terms. The agreements shall be recorded with the Los Angeles County Registrar/Recorder.

PROJECT ANALYSIS

Section 65868 of the California Government Code authorizes a development agreement to be amended, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest pursuant to sections 65867-65867.5 of the California Government Code. Prior to approval of an amendment to a development agreement, the Planning Commission must hold a noticed public hearing and provide a recommendation to the City Council. (Gov. Code § 65867.) The provisions of the amendment to a

development agreement must be found to be consistent with the general plan and any applicable specific plan.

Hanson Quarry

Hanson Quarry is identified in the City's General Plan as an active quarry. There is no applicable specific plan for the site. Upon completion of mining activities, the City's General Plan contemplates that because many of the pits are located in close proximity to freeways, these areas are subject to intense development pressure due to the scarcity of developable land. As a result, the General Plan has designated a number of these pits, including Hanson, as Commercial, Recreational, and Light Industrial, to capitalize on these factors as a means to generate revenue for the City and serve the regional population.

The removal of the priority schedule will facilitate the ultimate development of Hanson. Thus, the proposed Amendment No. 1 is consistent with the City's General Plan and is intended to encourage the highest and best use for Hanson into an eventual Recreational, Commercial, and Light Industrial development.

Durbin Quarry

The Durbin Quarry is identified in the City's General Plan as an active quarry. There is no applicable specific plan for the site. Upon completion of mining activities, the City's General Plan contemplates that because many of the pits are located in close proximity to freeways, these areas are subject to intense development pressure due to the scarcity of developable land. As a result, the General Plan has designated a number of these pits, including the Durbin Quarry, as "Regional Commercial" to capitalize on these factors as a means to generate revenue for the City and serve the regional population.

The purpose of the proposed Amendment No. 1 is to terminate the requirement for prioritization of filling activities. The removal of the priority schedule will facilitate the ultimate development of the Durbin Quarry. Thus, the proposed Amendment No. 1 is consistent with the City's General Plan and is intended to encourage the highest and best use for the Durbin Quarry into an eventual Regional Commercial development.

Reliance I

Reliance I is identified in the City's General Plan as an active mining operation. There is no applicable specific plan for the site. Upon completion of mining activities, the City's General Plan contemplates that because many of the pits are located in close proximity to freeways, these areas are subject to intense development pressure due to the scarcity of developable land. As a result, the General Plan has designated a number of these pits, including Reliance I, as Industrial and Commercial to capitalize on these factors as a means to generate revenue for the City and serve the regional population.

The purpose of the proposed Amendment No. 2 is to terminate the requirement for prioritization of filling activities. The removal of the priority schedule will facilitate the ultimate development of Reliance I. Thus, the proposed Amendment No. 2 is consistent with the City's General Plan and is intended to encourage the highest and best use for Reliance I into an eventual Industrial Commercial development.

PUBLIC NOTICE

A notice of public hearing on the proposed amendments was given in accordance with section 65867 of the Government Code and published in a newspaper of general circulation, the San Gabriel Valley Tribune, on August 9, 2024.

ENVIRONMENTAL REVIEW

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 projects and has determined that the filling of the pits have already been analyzed in the previously Certified EIR's prepared for the projects (SCH# 2003011084), (SCH #2006051107) and pursuant to CEQA Guidelines Section 15162, the proposed amendments are consistent with the previously certified EIRs. Therefore, no subsequent EIR, Negative Declaration, or addendum is required for approval of the amendments.

CONCLUSION

It is recommended that the Planning Commission take the following action:

1. Adopt Resolution No. 830(34), entitled "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 04-05 BY AND BETWEEN THE CITY OF IRWINDALE AND MARTIN MARIETTA SOUTHERN CALIFORNIA AGGREGATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FORMERLY HANSON AGGREGATES WEST, INC., A DELAWARE CORPORATION, AND A WHOLLY OWNED SUBSIDIARY OF MARTIN MARIETTA MATERIALS, INC.; LOCATED AT 13550 LIVE OAK AVENUE; IRWINDALE, CALIFORNIA"

2. Adopt Resolution No. 831(24), entitled "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 01-06 FOR DURBIN QUARRY BY AND BETWEEN THE CITY OF IRWINDALE AND CALMAT CO., A DELAWARE CORPORATION, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION; LOCATED AT 13000 LOS ANGELES STREET, IRWINDALE, CALIFORNIA"

3. Adopt Resolution No. 832(24), entitled "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY

COUNCIL ADOPT AN ORDINANCE APPROVING AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT NO. 02-06 FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL BY AND BETWEEN THE CITY OF IRWINDALE AND CALMAT CO., A DELAWARE CORPORATION, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION; LOCATED AT 15990 FOOTHILL BOULEVARD, IRWINDALE, CALIFORNIA"

ATTACHMENTS

Exhibit A: Resolution No. 830(24) with attendant Exhibit
Exhibit B: Resolution No. 831(24) with attendant Exhibit
Exhibit C: Resolution No. 832(24) with attendant Exhibit

RESOLUTION NO. 830(24)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 04-05 BY AND BETWEEN THE CITY OF IRWINDALE AND MARTIN MARIETTA SOUTHERN CALIFORNIA AGGREGATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FORMERLY HANSON AGGREGATES WEST, INC., A DELAWARE CORPORATION, AND A WHOLLY OWNED SUBSIDIARY OF MARTIN MARIETTA MATERIALS, INC.; LOCATED AT 13550 LIVE OAK AVENUE; IRWINDALE, CALIFORNIA.

A. RECITALS.

(i) On January 3, 2006, the City of Irwindale ("City") and Hanson Aggregates West, Inc., now Martin Marietta Southern California Aggregates, LLC ("Martin Marietta"), entered into an agreement entitled "Development Agreement" ("Agreement") to govern the development of parcels identified in Exhibit A of the Agreement described as: (1) Plant Parcel; (2) Reclamation Parcel; (3) Green Parcel; (4) Peck Parcel; (5) Southwest Corner Parcel; and (6) Lake Parcel (collectively referred to as "Hanson"); and

(ii) In Sections 2.7 and 11.4 of the Agreement, entitled "Commercial Filling Operations" and "Reclamation Incentives/Penalties," respectively, the City and Martin Marietta agreed to a prioritization system to fill pits that have been mined and are ready for reclamation. Those various pits in the City have successfully been filled and are now in the process of development; and

(iii) As a result of the successful completion of filling various pits, the need for the prioritization schedule and the City's fill program is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of the structured prioritization approach; and

(iv) Martin Marietta has made a request to amend the Agreement to terminate the requirement for prioritization of filling activities, triggering the application of post-priority provisions in the Agreement, and update the Agreement to reflect the change in corporate status ("Amendment No. 1"); and

(v) Pursuant to the California Environmental Quality Act (CEQA) the development agreement has been considered in the Environmental Impact Report (SCH No. 2003011084) prepared for the development project in the Agreement, and the proposed approval of the Amendment No. 2 is consistent with the analysis contained therein; and

(vi) Sections 65868 of the California Government Code authorizes a development agreement to be amended, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest pursuant to sections 65867-65867.5 of the California Government Code; and

(vii) On August 21, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, closed said hearing, and adopted this resolution recommending that the City Council adopt an ordinance approving Amendment No. 1 to the Agreement.

(viii) 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. **Recitals.** 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 are incorporated herein by this reference.

2. **Findings.** Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the Planning Commission hereby finds this Planning Commission hereby specifically finds as follows:

a. The proposed Amendment No. 1 to the Development Agreement is consistent with the goals and policies of the General Plan, its purposes and applicable Specific Plan(s).

Hanson is identified in the City's General Plan as an active quarry. There is no applicable specific plan for the site. Upon completion of mining activities, the City's General Plan contemplates that because many of the pits are located in close proximity to freeways, these areas are subject to intense development pressure due to the scarcity of developable land. As a result, the General Plan has designated a number of these pits, including Hanson, as Commercial, Recreational, and Light Industrial, to capitalize on these factors as a means to generate revenue for the City and serve the regional population.

In order to facilitate the orderly filling and ultimate development of the mining pits within the City, the City and the mining operators agreed to a priority schedule within which certain operators would have the sole right to fill their respective pit or quarry with commercial filling activities in order to ensure timely completion of the

filling of each site, rather than a piecemealed approach. Since that time, several pits and quarries have been successfully filled and the City and operators have determined that there is an ample supply of fill materials in Irwindale, sufficient to support more than one commercial fill operation simultaneously. Consequently, it has been determined that the prioritization schedule is no longer necessary. The purpose of the proposed Amendment No. 1 is to terminate the requirement for prioritization of filling activities. The removal of the priority schedule will facilitate the ultimate development of Hanson. Thus, the proposed Amendment No. 1 is consistent with the City's General Plan and is intended to encourage the highest and best use for Hanson into an eventual Recreational, Commercial, and Light Industrial development.

3. **CEQA Findings.** Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the filling of the pits has already been analyzed in the previously Certified EIR prepared for the project (SCH# 2003011084) and pursuant to CEQA Guidelines Section 15162, the proposed Amendment No. 1 is consistent with the previously certified EIR. Therefore, no subsequent EIR, Negative Declaration, or addendum is required for approval of the Amendment.

4. **Recommendation.** On the basis of these findings, the Planning Commission hereby recommends that the City Council adopt an Ordinance approving Amendment No. 1 to the Development Agreement as set forth in Exhibit "A."

5. **Certification.** The Secretary of the Planning Commission shall certify the adoption of this Resolution, and a copy shall be transmitted to the City Council.

ADOPTED AND APPROVED this 21st day of August 2024.

Maricela Frymark, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, AICP, Secretary

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 August 2024, by the following vote:

AYES: COMMISSIONERS: A. Acosta, R. Chico, C. Miranda, M. Frymark, J. Rodriguez

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson

Marilyn Simpson, AICP, Secretary

EXHIBIT "A" TO PC RESOLUTION NO. 830(24)

AMENDMENT NO. 1
TO DEVELOPMENT AGREEMENT

This **AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT ("Amendment No. 1")** is entered into as of _____ 202_, by and between Martin Marietta Southern California Aggregates, LLC, a Delaware limited liability company, formerly Hanson Aggregates West, Inc., a Delaware corporation ("Hanson"), and as of October 1, 2021 a wholly owned subsidiary of Martin Marietta Materials, Inc. ("Martin Marietta"), and the City of Irwindale (the "City"), a California municipal corporation (collectively, the "Parties"), with reference to the following facts:

RECITALS

A. On January 3, 2006, the City and Hanson entered into the agreement entitled "Development Agreement" ("Agreement") to govern the development of parcels identified in Exhibit A in the Agreement described as: (1) Plant Parcel; (2) Reclamation Parcel; (3) Green Parcel; (4) Peck Parcel; (5) Southwest Corner Parcel; and (6) Lake Parcel (collectively the "Site").

B. In Sections 2.7 and 11.4 of the Agreement, which sections are entitled "Commercial Filling Operations" and "Reclamation Incentives/Penalties", respectively, the Parties agreed to a prioritization system to fill pits that have been mined and are ready for reclamation.

C. The intent behind the "Commercial Filling Operations" section was to establish an organized and systematic approach to filling the various pits throughout the City of Irwindale to ensure that sufficient fill material could be dedicated to each site to timely ensure completion thereof rather than have a piecemeal approach without any deadlines or a cohesive strategy such that pits may not consistently receive sufficient fill material and, therefore, could take much longer to complete.

D. Since the Effective Date of the Agreement, various pits in the City of Irwindale have successfully been filled and are now in the process of development.

E. As a result of the successful completion of filling various pits, the need for the prioritization schedule and the City's fill program is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of the structured prioritization approach.

F. Section 11.4 of the Agreement, among others, establishes requirements and obligations should the prioritization system be terminated.

G. Accordingly, the Parties now desire to amend the Agreement to terminate the requirement for prioritization of filling activities and trigger the application of post-priority provisions in the Agreement. The Parties also desire to update the Agreement to reflect a change in corporate status.

TERMS

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

a. Section 2.7 of the Agreement, entitled "Commercial Filling Operations" is hereby amended by adding the following sentence to the end of the current provision:

"As of the date of Amendment No. 1, the priority system described in this Section is hereby dissolved and terminated and, as a result, commercial filling operations are permitted on the Site. The Parties shall thereafter comply with the post-priority requirements and obligations set forth in of the Agreement including, but not limited to, Section 11.4."

b. Section 1.3 of the Agreement, entitled "Interest and Representation of Hanson", is hereby amended to include the following new subdivision (k):

(k) Subsequent to the Agreement, Hanson Aggregates West, Inc. was converted to a limited liability company and later changed its name to Hanson Aggregates, LLC, which (i) on October 1, 2021 became a wholly owned subsidiary of Martin Marietta Materials, Inc. and (ii) later changed its name to Martin Marietta Southern California Aggregates, LLC.

c. Section 17.3 of the Agreement, entitled "Notices Demands and Communications Between the Parties", is hereby amended as follows:

Notices, demands, submission of documents, and communications between City and Hanson shall be given either by personal service, delivery by courier, or by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the addresses provided below.

CITY: CITY OF IRWINDALE
5050 North Irwindale Avenue
Irwindale, CA 91706
Telecopier No. (626) 962-4209
Attn: City Manager

A copy to: ALESHIRE & WYNDER, LLP
1 Park Plaza Suite 1000
Irvine, California, 92614
Phone: (949) 223-1170
E-mail: aguerra@awattorneys.com
Attn: Adrian Guerra, Esq.

DEVELOPER: MARTIN MARIETTA SOUTHERN CALIFORNIA AGGREGATES, LLC
4123 Parklake Avenue
Raleigh, North Carolina, 27612
Attn: General Counsel

A copy to: Martin Marietta Materials, Inc.
4123 Parklake Avenue
Raleigh, North Carolina, 27612
Attn: General Counsel

Martin Marietta Materials, Inc.
Irwindale Plant
13350 Live Oak Avenue
Irwindale, California 91706
Attn: Plant Manager

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

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

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

5. Authority. The persons executing this Amendment No. 1 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound and should be read and construed in a manner which would not conflict with other agreements or contract amendments entered into or intended to be entered into by the Parties for the purposes referenced in the Recitals above.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
_____, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

MARTIN MARIETTA:

MARTIN MARIETTA SOUTHERN CALIFORNIA AGGREGATES, LLC., a Delaware corporation

By: Abbott Lawrence

Name: Abbott Lawrence
Title: West Division President

APPROVED AS TO FORM:

John A. Billan, Assoc. Counsel

01005.0020/970356.2

RESOLUTION NO. 831(24)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 01-06 FOR DURBIN QUARRY BY AND BETWEEN THE CITY OF IRWINDALE AND CALMAT CO., A DELAWARE CORPORATION, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION; LOCATED AT 13000 LOS ANGELES STREET, IRWINDALE, CALIFORNIA.

A. RECITALS.

(i) On September 24, 2008, the City of Irwindale ("City") and CalMat Co. dba Vulcan Materials Company, Western Division ("Vulcan"), entered into an agreement entitled "Development Agreement for Durbin Quarry" ("Agreement") to govern the development of an active mining quarry known as Durbin Quarry; and

(ii) In Section 7.2 of the Agreement, entitled "Commencement Date/Prioritization of Fill" the City and Vulcan agreed to a prioritization system to fill pits that have been mined and are ready for reclamation. Those various pits in the City have successfully been filled and are now in the process of development; and

(iii) As a result of the successful completion of filling various pits, the need for the prioritization schedule established in Section 7.2 of the Agreement is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of a structured prioritization approach; and

(iv) Vulcan has made a request to amend the Agreement again to terminate the requirement for prioritization of filling activities ("Amendment No. 1"); and

(v) Pursuant to the California Environmental Quality Act (CEQA) the filling of the pits has been considered in the Environmental Impact Report (SCH No. 2006051107) prepared for the development project in the Agreement, and the proposed approval of the Amendment No. 1 is consistent with the analysis contained therein; and

(vi) Sections 65868 of the California Government Code authorizes a development agreement to be amended, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest pursuant to sections 65867-65867.5 of the California Government Code; and

(vii) On August 21, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, closed said hearing, and adopted this

resolution recommending that the City Council adopt an ordinance approving Amendment No. 1 to the Agreement.

(viii) 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. **Recitals.** 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 are incorporated herein by this reference.

2. **Findings.** Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the Planning Commission hereby finds this Planning Commission hereby specifically finds as follows:

a. The proposed Amendment No. 1 to the Development Agreement is consistent with the goals and policies of the General Plan, its purposes and applicable Specific Plan(s).

The Durbin Quarry is identified in the City's General Plan as an active quarry. There is no applicable specific plan for the site. Upon completion of mining activities, the City's General Plan contemplates that because many of the pits are located in close proximity to freeways, these areas are subject to intense development pressure due to the scarcity of developable land. As a result, the General Plan has designated a number of these pits, including the Durbin Quarry, as "Regional Commercial" to capitalize on these factors as a means to generate revenue for the City and serve the regional population.

In order to facilitate the orderly filling and ultimate development of the mining pits within the City, the City and the mining operators agreed to a priority schedule within which certain operators would have the sole right to fill their respective pit or quarry with commercial filling activities in order to ensure timely completion of the filling of each site, rather than a piecemealed approach. Since that time, several pits and quarries have been successfully filled and the City and operators have determined that there is an ample supply of fill materials in Irwindale, sufficient to support more than one commercial fill operation simultaneously. Consequently, it has been determined that the prioritization schedule is no longer necessary. The purpose of the proposed Amendment No. 1 is to terminate the requirement for prioritization of filling activities. The removal of the priority schedule will facilitate

the ultimate development of the Durbin Quarry. Thus, the proposed Amendment No. 1 is consistent with the City's General Plan and is intended to encourage the highest and best use for the Durbin Quarry into an eventual Regional Commercial development.

3. **CEQA Findings.** Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the filling of the pit has already been analyzed in the previously Certified EIR prepared for the project (SCH# 2006051107) and pursuant to CEQA Guidelines Section 15162, the proposed Amendment No. 1 is consistent with the previously certified EIRs. Therefore, no subsequent EIR, Negative Declaration, or addendum is required for approval of the Amendment.

4. **Recommendation.** On the basis of these findings, the Planning Commission hereby recommends that the City Council adopt an ordinance, approving Amendment No. 1 to the Development Agreement as set forth in Exhibit "A."

5. **Certification.** The Secretary of the Planning Commission shall certify the adoption of this Resolution, and a copy shall be transmitted to the City Council.

ADOPTED AND APPROVED this 21st day of August 2024.

Maricela Frymark, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, AICP, Secretary

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 August 2024, by the following vote:

AYES: COMMISSIONERS: A. Acosta, R. Chico, C. Miranda, M. Frymark, J. Rodriguez

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson, AICP, Secretary

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

_____

Marilyn Simpson, AICP, Secretary

EXHIBIT "A" TO PC RESOLUTION NO. 831(24)

AMENDMENT NO. 1
TO DEVELOPMENT AGREEMENT FOR DURBIN QUARRY

This **AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT FOR DURBIN QUARRY ("Amendment No. 1")** is entered into as of July __ 2023, by and between CALMAT CO., a Delaware corporation, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan") and the City of Irwindale (the "City"), a California municipal corporation (collectively, the "Parties"), with reference to the following facts:

RECITALS

A. On September 24, 2008, the City and Vulcan entered into that agreement entitled "Development Agreement for Durbin Quarry" ("Agreement") to govern the development of an active mining quarry known as Durbin Quarry.

B. In Section 7.2 of the Agreement, which section is entitled "Commencement Date/Prioritization of Fill", the Parties agreed to a prioritization system to fill pits that have been mined and are ready for reclamation.

C. The intent behind the "Commencement Date/Prioritization of Fill" section was to establish an organized and systematic approach to filling the various pits throughout the City of Irwindale to ensure that sufficient fill material could be dedicated to each site to timely ensure completion thereof rather than have a piecemeal approach without any deadlines or a cohesive strategy such that pits may not consistently receive sufficient fill material and, therefore, could take much longer to complete.

D. Since the Effective Date of the Agreement, various pits in the City of Irwindale have successfully been filled and are now in the process of development.

E. As a result of the successful completion of filling various pits, the need for the prioritization schedule established in Section 7.2 of the Agreement is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of the structured prioritization approach.

F. Accordingly, the Parties now desire to terminate Section 7.2 of the Agreement and thereby terminate the requirement for prioritization of filling activities.

TERMS

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

a. Section 7.2 of the Agreement, entitled "Commencement Date/Prioritization of Fill", is hereby deleted in its entirety and shall have no further force and effect as of the date of this Amendment No. 1. The Parties have reviewed all agreements and operating entitlements and agree that the deletion of Section 7.2 will have no other impact on entitled operations or approvals and no amendments to the underlying entitlements are required.

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

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

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

5. Authority. The persons executing this Amendment No. 1 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound should be read and construed in a manner which would not conflict with other agreements or contract amendments entered into or intended to be entered into by the Parties for the purpose of terminating the fill prioritization system referenced in Recitals B and C above.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

VULCAN:

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

By: _____

Name: James T. Polumsky
Title: President - Western Division

APPROVED AS TO FORM:

_____
Signature

_____
Name, Title

RESOLUTION NO. 832(24)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT NO. 02-06 FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL BY AND BETWEEN THE CITY OF IRWINDALE AND CALMAT CO., A DELAWARE CORPORATION, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION; LOCATED AT 15990 FOOTHILL BOULEVARD, IRWINDALE, CALIFORNIA.

A. RECITALS.

(i) On September 24, 2008, the City of Irwindale ("City") and CalMat Co. dba Vulcan Materials Company, Western Division ("Vulcan"), entered into an agreement entitled "Development Agreement for Reliance I Quarry and Reliance II Landfill" ("Agreement") to govern the development of an active mining quarry known as Reliance I and a landfill site called Reliance II; and

(ii) On March 10, 2021, the City and Vulcan entered into a contract amendment ("Amendment No. 1) to Agreement which terminated any terms or conditions relating to Reliance II Landfill; and

(iii) In Section 7.2 of the Agreement, entitled "Commencement Date/Prioritization of Fill" the City and Vulcan agreed to a prioritization system to fill pits that have been mined and are ready for reclamation. Those various pits in the City have successfully been filled and are now in the process of development; and

(iv) As a result of the successful completion of filling various pits, the need for the prioritization schedule established in Section 7.2 of the Agreement is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of a structured prioritization approach; and

(v) Vulcan has made a request to amend the Agreement again to terminate the requirement for prioritization of filling activities ("Amendment No. 2"); and

(vi) Pursuant to the California Environmental Quality Act (CEQA) the filling of the pits has been considered in the Environmental Impact Report (SCH No. 2006051107) prepared for the development project in the Agreement, and the proposed approval of the Amendment No. 2 is consistent with the analysis contained therein; and

(vii) Sections 65868 of the California Government Code authorizes a development agreement to be amended, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest pursuant to sections 65867-65867.5 of the California Government Code; and

(viii) On August 21, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, closed said hearing, and adopted this resolution recommending that the City Council adopt an ordinance approving Amendment No. 2 to the Agreement.

(ix) 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. **Recitals.** 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 are incorporated herein by this reference.

2. **Findings.** Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the Planning Commission hereby finds this Planning Commission hereby specifically finds as follows:

a. The proposed Amendment No. 2 to the Development Agreement is consistent with the goals and policies of the General Plan, its purposes and applicable Specific Plan(s):

Reliance I is identified in the City's General Plan as an active mining operation. There is no applicable specific plan for the site. Upon completion of mining activities, the City's General Plan contemplates that because many of the pits are located in close proximity to freeways, these areas are subject to intense development pressure due to the scarcity of developable land. As a result, the General Plan has designated a number of these pits, including Reliance I, as Industrial and Commercial to capitalize on these factors as a means to generate revenue for the City and serve the regional population.

In order to facilitate the orderly filling and ultimate development of the mining pits within the City, the City and the mining operators agreed to a priority schedule within which certain operators would have the sole right to fill their respective pit or quarry with commercial filling activities in order to ensure timely completion of the filling of each site, rather than a piecemealed approach. Since that time, several pits and quarries have been successfully filled and the City and operators have determined that there is an ample supply of fill materials in Irwindale, sufficient to support more than one commercial fill operation simultaneously. Consequently, it has been determined that the prioritization schedule is no longer necessary. The

purpose of the proposed Amendment No. 2 is to terminate the requirement for prioritization of filling activities. The removal of the priority schedule will facilitate the ultimate development of Reliance I. Thus, the proposed Amendment No. 2 is consistent with the City's General Plan and is intended to encourage the highest and best use for Reliance I into an eventual Industrial Commercial development.

3. **CEQA Findings.** Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the filling of the pits have already been analyzed in the previously Certified EIR's prepared for the project (SCH# 2006051107) and pursuant to CEQA Guidelines Section 15162, the proposed Amendment No. 2 is consistent with the previously certified EIRs. Therefore, no subsequent EIR, Negative Declaration, or addendum is required for approval of the Amendment.

4. **Recommendation.** On the basis of these findings, the Planning Commission hereby recommends that the City Council adopt an ordinance, approving Amendment No. 2 to the Development Agreement as set forth in Exhibit "A."

5. **Certification.** The Secretary of the Planning Commission shall certify the adoption of this Resolution, and a copy shall be transmitted to the City Council.

ADOPTED AND APPROVED this 21st day of August 2024.

Maricela Frymark, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, AICP, Secretary

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 August 2024, by the following vote:

AYES: COMMISSIONERS: A. Acosta, R. Chico, C. Miranda, M. Frymark, J. Rodriguez

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson

Marilyn Simpson, AICP, Secretary

EXHIBIT "A" TO PC RESOLUTION NO. 832(24)

AMENDMENT NO. 2
TO DEVELOPMENT AGREEMENT FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL

This **AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL ("Amendment No. 2")** is entered into as of July __ 2023, by and between CALMAT CO., a Delaware corporation, DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan") and the City of Irwindale (the "City"), a California municipal corporation (collectively, the "Parties"), with reference to the following facts:

RECITALS

A. On September 24, 2008, the City and Vulcan entered into that agreement entitled "Development Agreement for Reliance I Quarry and Reliance II Landfill" ("Agreement") to govern the development of an active mining quarry known as Reliance I and a landfill site called Reliance II.

B. On March 10, 2021, the City and Vulcan entered into a contract amendment entitled "Amendment No. 1 to Development Agreement for Reliance I Quarry and Reliance II Landfill" ("Amendment No 1.") which terminated any terms or conditions relating to Reliance II Landfill. Accordingly, this Amendment No. 2 incorporates by reference any amendments as described in Amendment No. 1.

C. In Section 7.2 of the Agreement, which section is entitled "Commencement Date/Prioritization of Fill", the Parties agreed to a prioritization system to fill pits that have been mined and are ready for reclamation.

D. The intent behind the "Commencement Date/Prioritization of Fill" section was to establish an organized and systematic approach to filling the various pits throughout the City of Irwindale to ensure that sufficient fill material could be dedicated to each site to timely ensure completion thereof rather than have a piecemeal approach without any deadlines or a cohesive strategy such that pits may not consistently receive sufficient fill material and, therefore, could take much longer to complete.

E. Since the Effective Date of the Agreement, various pits in the City of Irwindale have successfully been filled and are now in the process of development.

F. As a result of the successful completion of filling various pits, the need for the prioritization schedule established in Section 7.2 of the Agreement is no longer required as there is now sufficient fill material to complete the filling of the remaining pits without the necessity of the structured prioritization approach.

G. Accordingly, the Parties now desire to terminate Section 7.2 of the Agreement and thereby terminate the requirement for prioritization of filling activities.

TERMS

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

a. **Section 7.2 of the Agreement, entitled "Commencement Date/Prioritization of Fill", is hereby deleted in its entirety and shall have no further force and effect as of the date of this Amendment No. 2. The Parties have reviewed all agreements and operating entitlements and agree that the deletion of Section 7.2 will have no other impact on entitled operations or approvals and no amendments to the underlying entitlements are required.**

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and Amendment No. 1 terminating all terms and conditions pertaining to Reliance II Landfill, all provisions of the Agreement, as amended by Amendment Nos. 1 and 2, shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 and 2.

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

4. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound and should be read and construed in a manner which would not conflict with other agreements or contract amendments entered into or intended to be entered into by the Parties for the purpose of terminating the fill prioritization system referenced in Recitals C and D above.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

VULCAN:

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

By: _____
Name: James T. Polansky
Title: President - Western Division

APPROVED AS TO FORM:

_____
Signature

_____
Name, Title

IRWINDALE CITY COUNCIL CHAMBERS **AUGUST 28, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **9:18 P.M.**

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

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

Also Present: Julian A. Miranda, City Manager; Jamie Traxler, Assistant City Attorney; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Armando Hegdahl, Management Analyst

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 27A
MINUTES OF THE REGULAR MEETING HELD JULY 24, 2024

MINUTES OF THE REGULAR MEETING HELD JULY 24, 2024

The minutes were approved.

ITEM NO. 27B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 9:19 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **AUGUST 28, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **9:19 P.M.**

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL: Present: Board Members Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz; Vice Chair Larry G. Burrola; Chair Albert F. Ambriz

Also present: Julian A. Miranda, Executive Director; Jamie Traxler, Assistant General Counsel; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Armando Hegdahl, Management Analyst

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION A motion was made by Board Member Breceda, seconded by Board Member Ortiz, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 33A MINUTES OF THE REGULAR MEETING HELD JULY 24, 2024

MINUTES OF THE REGULAR MEETING HELD JULY 24, 2024 The minutes of the regular meeting held JULY 24, 2024, were approved as presented.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

RUTH QUEJIA Ruth Quejia spoke on the difficulties her clients, the Aguayo family, have experienced when attempting to sell their house.

CHAIR AMBRIZ In reply to a request by Chair Ambriz, Executive Director Miranda advised that agency staff are awaiting input from the state HCD office relating to the agreements utilized in past housing purchase and rehabilitation programs. As such, the agency is unable to accommodate the Aguayo's request currently but hopes to receive HCD's input after September 5.

RUTH QUEJIA Ruth Quejia offered to assist in reaching out to HCD, to which Chair Ambriz stated that agency staff will reach out to her once they hear back from HCD.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 9:24 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

IRWINDALE CITY COUNCIL CHAMBERS **JULY 25, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **12:08 A.M.**

The Irwindale **RECLAMATION AUTHORITY** met in regular session at the above time and place.

ROLL CALL: Present: Board Members Mark A. Breceda; Manuel R. Garcia; H. Manuel Ortiz; Vice Chair Larry G. Burrola; Chair Albert F. Ambriz

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES None.

ANNOUNCEMENT

CHIEF ASSISTANT AUTHORITY SECRETARY NIETO

Chief Assistant Authority Secretary Nieto announced the following:

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

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Board Member Ortiz, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 40A
MINUTES – NONE FOR APPROVAL

MINUTES – NONE FOR APPROVAL

No action necessary.

ITEM NO. 40B
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING MARCH 31, 2024

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING MARCH 31, 2024

The Investment Quarterly Report for Fiscal Quarter ending March 31, 2024, was approved

ITEM NO. 40C
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2024

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2024

The Investment Quarterly Report for Fiscal Quarter ending June 30, 2024, was approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

NEW BUSINESS

ITEM NO. 42A AMENDMENT NO. 1 TO UNITED ROCK PRODUCTS CORP. SETTLEMENT AGMT. AND MUTUAL RELEASE AND AMENDMENT NO. 2 TO UNITED ROCK PRODUCTS CORP. SMARA OPERATION RIGHTS TRANSFER AND CONVEYANCE AGREEMENT	AMENDMENT NO. 1 TO UNITED ROCK PRODUCTS CORPORATION SETTLEMENT AGREEMENT AND MUTUAL RELEASE AND AMENDMENT NO. 2 TO UNITED ROCK PRODUCTS CORPORATION SMARA OPERATION RIGHTS TRANSFER AND CONVEYANCE AGREEMENT
BOARD MEMBER BRECEDA	Board Member Breceda declared a potential conflict of interest with this item and exited the Council Chambers at 10:40 p.m.
DIRECTOR CHAN	Director Chan presented the staff report.
SUZANNE GOMEZ	Responding to a question by Suzanne Gomez, Director Chan indicated that this item would allow United Rock to backfill any of their pits in the order that they wish.
MOTION	A motion was made by Vice Chair Burrola, seconded by Board Member Ortiz, to approve Amendment No. 1 to United Rock Products Corporation Settlement Agreement and Mutual Release and Amendment No. 2 to United Rock Products Corporation SMARA Operation Rights Transfer and Conveyance Agreement. The motion was unanimously approved; Board Member Breceda absent.
ADJOURNMENT	There being no further business to conduct, the meeting was adjourned at 12:10 a.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

Item #39.B.

City of
IRWINDALE
AGENDA REPORT

Date: September 11, 2024

To: Honorable Chair and Members of the Reclamation Authority Board

From: Julian A. Miranda, Executive Director

Issue: 2024 Third Quarter Mining Report of Nine (9) SMARA Pits

City Manager's Recommendation:

That the Irwindale Reclamation Authority receive and file this report.

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering / Building Official

Prepared by:

Francisco Carrillo, Construction Compliance Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

The following table presents a summary of the 2024 third quarter estimated mining production of five (5) pits governed by the Surface Mining and Reclamation Act of 1975 (SMARA Pits) currently conducting mining activity in the City.

Mine Site	Estimated Production June through August 2024 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	402,898	49,205,751
Peck Road Gravel Pit	9,000	93,000
Vulcan Reliance I	No Production	21,111,988
Vulcan Durbin	365,059	27,328,506
Olive Pit	576,628	25,707,515

A total of approximately *1,353,585 tons* of material were produced during the reporting period, June 2024 through August 2024, from the five (5) SMARA Pits listed above. This is approximately *105,282 tons* more than reported in the previous quarter.

Below is a summary of the third quarter and current activity of the remaining four (4) SMARA Pi in the City.

Mine Site	Status	Activity
United Pit No. 2	Under Reclamation	Fill Operations for Mine Reclamation
United Pit No. 3	Under IMP Review*	Inactive
United Pit No. 4	Active	Processing Plant
Azusa Western Pit	Idle (IMP)	Inactive

*Interim Management Plan (IMP) for United Pit No. 3 is currently under review. Thus, no production was reported, and it is estimated that 370,470 tons of reserves remain for future mining.

During the third quarter of the 2024 reporting period, reclamation activity was reported by three (3) SMARA Pits. The following is a summary of the reclamation activity at these three SMARA Pits:

Mine Site	Estimated Fill Placed June through August 2024 (C.Y.)
Lehigh Hanson Pit	No fill placed this quarter
United Pit No. 2	292,918.67
Vulcan Durbin Pit	112,731

As to the status of the city-owned Olive Pit, CA Mine ID # 91-19-0052:

The design of the traffic signal at the intersection of Azusa Canyon Road and Los Angeles Street remains at 90% completion. The granting and acquisition of the easements (one

easement located on the easterly property and the other on the southeast property of the intersection) are in the final stages of negotiations with the private owners, draft deed easement and or easement agreement documents have been routed to the property owners and are under review.

Fiscal Impact:

None

Attachments:

None