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

September 25, 2024

SPECIAL MEETING – 6:00 P.M.
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 Legal Counsel – Existing Litigation
[Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)]

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

B. Conference with 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. The facts and circumstances are those that might result in litigation against the City but which the City believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

Number of cases: One

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 Management Analyst Aundrea Butler

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. 2024 San Gabriel Valley Council of Governments Update

19. CONSENT CALENDAR

A. Minutes of the Special and Regular Meetings Held September 11, 2024

Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve.

C. 2nd Reading - Ordinances 782, 783, 784

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 it is recommended that the City Council determine 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.
Department: Engineering

Recommendation: (1) **Adopt on second 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) **Adopt on second 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) **Adopt on second 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"

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. Receive Update on City of Irwindale Public Library Improvement Project (Project) and Provide Direction to Staff Relating to the Library Chairs
Department: Administration

Recommendation: That the City Council receive staff's update on the City of Irwindale Public Library Improvement Project (Project) and direct staff to proceed with incorporating the TMC Algonquin Lounge Chair into the Library

B. Update on the Irwindale Speedway
Department: Community Development

Recommendation: Receive and file or provide direction.

C. Urgency Ordinance No. 785 To Establish a Temporary Moratorium Prohibiting the Processing of Applications or Approvals For Any and All Billboards

Department: Administration

Recommendation: Direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and adopt the ordinance as an urgency measure by a roll call vote with a minimum 4/5 vote for Urgency Ordinance No. 785, entitled “AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA ESTABLISHING A 45-DAY MORATORIUM ON THE PROCESSING OR APPROVAL OF ANY APPLICATIONS FOR BILLBOARDS, NEW CONSTRUCTION OF BILLBOARDS, OR THE REPLACEMENT OR CONVERSION OF STATIC BILLBOARDS TO BILLBOARDS WITH A DIGITAL DISPLAY, AS DEFINED HEREIN, AND DECLARING THE URGENCY THEREOF AND THAT IT SHALL TAKE EFFECT IMMEDIATELY

AND FINDING THE ADOPTION OF THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT"

22. PUBLIC HEARINGS

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

23. CITY MANAGER'S REPORT

24. 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.

25. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

26. AB 2449 DISCLOSURES

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

27. CONSENT CALENDAR

A. Minutes of the Regular Meeting Held September 11, 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 Regular Meeting Held September 11, 2024

Department: City Clerk

Recommendation: Approve

B. Acquisition of Las Casitas First Amendment and Holdback Addendum
Department: Administration

Recommendation: That the Housing Authority Board authorize the Las Casitas First Amendment and Holdback Addendum.

C. Las Casitas Senior Apartment Property Management Agreement
Department: Administration

Recommendation: That the Housing Authority Board authorize the Property Management Agreement, subject to final approval as to form by the City Attorney's Office.

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

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 and Housing Authority, to be held on September 25, 2024, be posted at the City Hall, Library, and Post Office on September 20, 2024.

Laura M. Nieto

Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS — **SEPTEMBER 11, 2024**
5050 N. IRWINDALE AVENUE — **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 — **5:33 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 (arrived at 5:35 p.m.), Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz

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

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS There were no speakers.

RECESS TO CLOSED SESSION At 5:35 p.m., the City Council met in Closed Session to discuss the following:

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

ACTION: Update provided, no direction provided and no action taken. Councilmember Breceda and City Manager Miranda recused themselves from this item due to potential conflicts of interest.

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

ACTION: Update provided to the City Council, direction provided, no reportable action. Councilmember Breceda recused himself from this item due to a potential conflict of interest.

Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation (Pursuant to Government Code Section 54956.9(d)(4)

Number of Cases: One

ACTION: This item was pulled from agenda and not discussed.

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

ACTION: First case: update provided, direction provided to the City Attorney, no reportable action. Second case: information provided to Council, direction provided to the City Attorney, no reportable action.

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
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

SEPTEMBER 11, 2024
WEDNESDAY
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; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk
AB 2449 DISCLOSURES	None.
CHANGES TO THE AGENDA	
CITY MANAGER MIRANDA	City Manager Miranda advised that Item No. 18A would be continued to the meeting of September 25 and that Item No. 24B would be removed from tonight's agenda.
COUNCILMEMBER TRAVEL REPORTS	
COUNCILMEMBERS ORTIZ, BRECEDA, AND GARCIA	Councilmembers Ortiz, Breceda, and Garcia each spoke on their attendance at the recent California Contract Cities Association Conference.
COUNCILMEMBER COMMENTS	
COUNCILMEMBER ORTIZ	Councilmember Ortiz requested a minute of silence to honor the victims of the September 11, 2001, terrorist attack in New York.
INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS	
ITEM NO. 17A INTRODUCTION OF ASSISTANT PLANNER MARTIN ROMERO	INTRODUCTION OF ASSISTANT PLANNER MARTIN ROMERO The introduction was made.

ITEM NO. 17B RECOGNITION OF TRACEY COOPER-HARRIS FOR HER SERVICE TO THE 31ST CONGRESSIONAL DISTRICT	RECOGNITION OF TRACEY COOPER-HARRIS FOR HER SERVICE TO THE 31ST CONGRESSIONAL DISTRICT The recognition was made.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ITEM NO. 18A 2024 SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS UPDATE	2024 SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS UPDATE This item was rescheduled to the September 25 Council meeting.

CONSENT CALENDAR

MOTION	A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, to approve the Consent Calendar, reading ordinances by title only and waiving further reading thereof. The motion was unanimously approved.
ITEM NO. 19A MINUTES OF THE MEETINGS HELD AUGUST 2, 2024, AND AUGUST 28, 2024	MINUTES OF THE MEETINGS HELD AUGUST 2, 2024, AND AUGUST 28, 2024 The minutes were approved as presented.
ITEM NO. 19B WARRANTS / DEMANDS PAYROLL	WARRANTS / DEMANDS / PAYROLL The warrants / demands / payroll were approved.
ITEM NO. 19C 2ND READING OF ORDINANCE NO. 776	2ND READING OF ORDINANCE NO. 776
ORDINANCE NO. 776 ADOPTED 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,” was passed, approved, and adopted.

ITEM NO. 19D AMENDMENT NO. 1 WITH CA CONSULTING INC. FOR GRANT WRITING MGMT. SERVICES	AMENDMENT NO. 1 WITH CALIFORNIA CONSULTING, INC. FOR GRANT WRITING MANAGEMENT SERVICES (Continued from August 28, 2024) Amendment No. 1 to the Professional Services Agreement with California Consulting, Inc. for a three (3) year(s) term for grant writing management services was approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA	Dena Zepeda requested for City staff to follow up on a concern of dry brush on Calle Burrola and thanked the Council for including prayers at the beginning of its meetings.
FRED BARBOSA	Fred Barbosa requested that the Council allow for members of the public to speak under Spontaneous Communications for more than three minutes.
CARMEN ROMAN	Carmen Roman asked for information behind the decision to allow for the three-minute time limitation for comments made under Spontaneous Communications.
DAN TRAN	Dan Tran thanked Mayor Ambriz for his service in the military, thanked Councilmember Ortiz for his prayer during tonight's Council meeting, announced his candidacy for a seat in the state Assembly, and noted that all Councils have time limits for members of the public to speak and noted that individuals have various ways to relay their message if they are unable to attend the meetings in person.

NEW BUSINESS

ITEM NO. 21A ADOPT RESOLUTION APPOINTING A VOTING DELEGATE FOR 2024 LEAGUE OF CA CITIES ANNUAL CONFERENCE – ANNUAL BUSINESS MEETING	ADOPT RESOLUTION NO. 2024-72-3549 APPOINTING A VOTING DELEGATE FOR 2024 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – ANNUAL BUSINESS MEETING
CHIEF DEPUTY CITY CLERK NIETO	Chief Deputy City Clerk Nieto presented the staff report.
MAYOR AMBRIZ	Mayor Ambriz asked which of the Councilmembers would attend the conference, to which Chief Deputy City Clerk Nieto advised that all

Councilmembers, except for Councilmember Ortiz, are scheduled to attend.

COUNCILMEMBER BRECEDA — Councilmember Breceda nominated Mayor Ambriz as Delegate. Unanimous Council consensus was reached to approve the nomination.

MAYOR AMBRIZ — Mayor Ambriz nominated Mayor Pro Tem Burrola as Alternate. Unanimous Council consensus was reached to approve the nomination.

RESOLUTION NO. 2024-72-3549 ADOPTED — **Resolution No. 2024-72-3549**, entitled:

"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," was adopted, thereby appointing Mayor Ambriz as delegate and Mayor Pro Tem Burrola as alternate, on unanimous Council consensus.

<u>ITEM NO. 21B</u> LOS ANGELES CO. BUILDING AND SAFETY SERVICES — LOS ANGELES COUNTY BUILDING AND SAFETY SERVICES

DIRECTOR CHAN — Director Chan presented the staff report.

CARMEN ROMAN — Carmen Roman suggested for the Council to table this matter to allow for more time in order to recruit the best candidate possible. She stated her belief that having in-house staff does not allow for proper oversight which could only be achieved by outside entities.

PAT GONZALES — Pat Gonzales stated that service quality would suffer if the City hired outside contractors to perform the necessary work. She also noted that costs would be lower if the City hired in-house staff and suggested that the Council proceed with Option 1 as shown in the staff report.

FRED BARBOSA — Fred Barbosa stated his opinion that the City has previously hired in-house inspectors which ended in "catastrophe" since the inspectors failed to perform their duties, which has now resulted in residents' houses deteriorating. He suggested that the Council select Option 3.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola stated his preference in selecting Option 1.

Responding to a question by Mayor Pro Tem Burrola, Director Chan advised that the City could replace the in-house inspector if he/she does not perform to expectation.

Mayor Pro Tem Burrola also asked about Building & Safety procedures, to which Director Chan stated that the City has its own established standards and would not necessarily follow the standards of other entities.

CITY ATTORNEY GUERRA

City Attorney Guerra noted that the City would still be bound to the County Building Code for the time being. However, the Council could opt to adopt its own Building Code in the future.

DIRECTOR CHAN

Director Chan explained the difference between building standards and the Building Code.

COUNCILMEMBER ORTIZ

Councilmember Ortiz recommended selecting Option 1.

In reply to a question by Councilmember Ortiz, Director Chan advised that the Building & Safety division collects fees and performs work using the fees collected. He noted that for fiscal year 24/25, the division has approximately $800,000 budgeted to cover division work costs.

COUNCILMEMBER GARCIA

Councilmember Garcia asked Director Chan about how he plans on acquiring the best possible candidates, whether through hiring outside contractors or recruiting internal staff, to which Director Chan advised that he has a full plan ready to move forward for the recruitment and briefly mentioned position requirements. He noted that an option would also be to hire some internal staff as well as outside contractors. Director Chan added that he has full confidence that his plan will meet the needs of the City.

COUNCILMEMBER BRECEDA

Councilmember Breceda stated his belief that contracting the services out would cause a delay, to which Director Chan acknowledged that hiring contractors would take a little longer than building an in-house team.

MAYOR AMBRIZ

Responding to a question by Mayor Ambriz, Director Chan provided background information that led to the consideration of this item. Director Chan recommended that the Council select Option 1.

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Burrola, to 1) receive and file the Los Angeles County Building & Safety service contract termination, 2) approve Option 1 as shown in the staff report 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 ADOPTED

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," and 5) adopt:

RESOLUTION NO. 2024-76-3553 ADOPTED

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 AN APPROPRIATION OF FUNDS." The motion was unanimously approved.

RECESS

At 7:57 p.m., the Council took a short recess.

RECONVENE

At 8:05 p.m., the Council resumed its meeting with all members present.

PUBLIC HEARINGS

ITEM NO. 22A
FIRST READING OF ORDINANCES FOR THE DISSOLUTION OF THE "PRIORITIZATION OF FILL" SCHEDULE FOR THE HANSON QUARRY, THE DURBIN QUARRY, AND THE RELIANCE I QUARRY

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

DIRECTOR CHAN

Director Chan presented the staff report.

OPEN PUBLIC HEARING

At 8:13 p.m., Mayor Ambriz opened the public hearing.

ROBERT DIAZ

Robert Diaz expressed concern that approving the dissolution of prioritization would lead to less available fill materials for the pits. He suggested continuing to fill the pits, preferably for commercial development. He also suggested filling the pits above the water table to prevent water contamination.

DIRECTOR CHAN

Director Chan stated that the dissolution of the priority fill schedule would not cause any negative impacts to the City in terms of revenue or environmental concerns. He added that the fill material that operators bring to backfill the pits would need to be tested for contamination. The operator would also have to produce or record documents to send to the state board for approval of the backfill.

SHAUN SZAMEIT

Shaun Szameit submitted a comment through email wherein he requested postponement for the approval of the request to conduct a supplemental environmental impact report to reassess environmental impacts.

FRED BARBOSA

Fred Barbosa said that there is no need to worry about dust from the pit since the operator will be dredging it soon.

CLOSE PUBLIC HEARING

There being no additional speakers, Mayor Ambriz closed the public hearing at 8:26 p.m.

DIRECTOR SIMPSON

Director Simpson noted that each pit has its own reclamation plan and environmental impact report and that the pits would still need to operate within the parameters of same; any change would need to be approved by the Planning Commission and City Council.

ORDINANCE NO. 782 INTRODUCED FOR FIRST READING

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," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Mayor Pro Tem Burrola, seconded by Councilmember Breceda, and unanimously approved.

ORDINANCE NO. 783 INTRODUCED FOR FIRST READING

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," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Mayor Pro Tem Burrola, seconded by Councilmember Breceda, and unanimously approved.

ORDINANCE NO. 784 INTRODUCED FOR FIRST READING

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," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Mayor Pro Tem Burrola, seconded by Councilmember Breceda, and unanimously approved.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA

City Manager Miranda presented the following report:

1) On September 4, Senator Susan Rubio presented the Cities of Azusa, Duarte, and Irwindale with a check for $300,000 for public safety measures approved through Senate Bill 104. Funding is part of the San Gabriel Valley Council of Governments' allocation for a homeless services pilot program.
2) The City is still accepting applications for various positions.
3) Phase II of the Veterans Monument Improvement Project, which includes landscaping, irrigation, hardscaping, installation of benches, lighting, and other electrical work, is expected to be completed by next week.
4) He also discussed upcoming Recreation Department functions activities.

FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

ITEM NO. 24A
REQUEST BY MAYOR AMBRIZ TO DISCUSS A PORTION OF OUR LADY OF GUADALUPE MISSION BEING CONVERTED TO MUSEUM SPACE

REQUEST BY MAYOR AMBRIZ TO DISCUSS A PORTION OF OUR LADY OF GUADALUPE MISSION BEING CONVERTED TO MUSEUM SPACE

COUNCILMEMBER BRECEDA

Councilmember Breceda cited a potential conflict of interest with this item and exited the Council Chambers at 8:32 p.m.

CARMEN ROMAN

Carmen Roman stated that the Mission is a treasured historical and religious building and opposed setting up a museum there.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola questioned why this item was being discussed and that it was his understanding that this section of the agenda was to decide whether to place items on future agendas for discussion, to which City Attorney Guerra indicated that staff does not have a clear understanding of what, exactly, is being requested, and that the discussion serves to clarify the request so that the Council could then decide whether it should be placed on a future agenda.

MAYOR AMBRIZ — Mayor Ambriz stated that his intent for the discussion was to receive input from the public and the Council about whether a portion of the Our Lady of Guadalupe Mission should be used as a museum.

LINDA MAREZ — Linda Marez spoke on the importance of establishing a museum somewhere, except for at the Library, so that these items are not lost.

FRED BARBOSA — Fred Barbosa stated that he was an altar boy and wondered whether his name would be engraved on a plaque.

DENA ZEPEDA — Dena Zepeda agreed that the mission is special and suggested using Library space for a museum.

ROBERT DIAZ — Robert Diaz concurred with Linda Marez and suggested possibly setting up a museum in the office space at the Community Center previously utilized by the Chamber of Commerce.

COUNCILMEMBER GARCIA — Councilmember Garcia mentioned the possibility of using the ex-Council Chambers for a museum.

MAYOR AMBRIZ — Mayor Ambriz stated that, due to the comments made at tonight's meeting, he will retract his request to discuss using a portion of the mission as a museum. He indicated that the Council might create a committee in the future or hold workshops to continue discussing the development of a museum.

RECESS — At 8:47 p.m., the Council took a short recess.

RECONVENE — The Council reconvened in Open Session at 8:50 p.m. with all members present.

<u>ITEM NO. 24B</u>
REQUEST BY MAYOR AMBRIZ TO DISCUSS CITY OF IRWINDALE RETIREES BEING CONSIDERED FOR RESIDENT PRIORITY FOR EXCURSION SIGN-UPS

REQUEST BY MAYOR AMBRIZ TO DISCUSS CITY OF IRWINDALE RETIREES BEING CONSIDERED FOR RESIDENT PRIORITY FOR EXCURSION SIGN-UPS

This item was removed from the agenda.

<u>ITEM NO. 24C</u>
REQUEST BY COUNCILMEMBER BRECEDA FOR AN UPDATE ON THE

REQUEST BY COUNCILMEMBER BRECEDA FOR AN UPDATE ON THE IRWINDALE SPEEDWAY

IRWINDALE SPEEDWAY

COUNCILMEMBER BRECEDA

Councilmember Breceda stated that he requested to add this item to the agenda so that the Council could receive an update from staff as to the goings-on at the Speedway. He stated that he has heard rumors about what will be developed at the site and asked for additional information from staff.

DIRECTOR SIMPSON

Director Simpson advised that a specific plan called the "Speedway Commerce Center Specific Plan" is on file and proposes that a commercial and industrial business park be developed at the site. Staff has reviewed several iterations of the specific plan, and a consultant is currently working on the environmental impact report ("EIR"). Staff will provide comments on the EIR to the consultants shortly. Depending on the comments, revisions may be needed. A 45-day public review of the EIR and specific plan would be held and if the timeline runs smoothly, the first opportunity for a public hearing would be in December.

DIRECTOR CHAN

Director Chan noted that the applicants have submitted a geotechnical investigation work plan to the City for review. Staff completed its review in July at which point the proposal was rejected and returned to the applicant with comments. The applicant has then submitted a work plan with revisions, which staff has also reviewed and rejected with comments. He noted that, with an approved work plan, the applicant can develop a remediation plan for the site. He also advised that the plan would need to meet building codes and all environmental concerns for the subject site.

COUNCILMEMBER BRECEDA

Responding to a question by Councilmember Breceda, Director Simpson advised that a few meetings have been held over the past few years with the intent of identifying what would be needed for the issuance of a permit to complete some of the borings. She stated her belief that the applicant has starting borings.

DIRECTOR CHAN

Director Chan added that a permit has been issued for the applicant to conduct drilling at the site as well as a permit for boring and reiterated that the City has not approved any geotechnical investigation work plan yet.

COUNCILMEMBER BRECEDA

Councilmember Breceda expressed concern over the property owner's potential plans for the site due to it being part of a superfund site.

MAYOR AMBRIZ

Mayor Ambriz asked whether the City's geotechnical consultants could meet with the Speedway Operator's consultants, to which Director Chan indicated his belief that the two groups have already communicated. He noted that staff would be able to provide more information to the Council but is waiting for additional details from the operator.

Responding to a request by Mayor Ambriz to have the two geotechnical groups attend the next Council meeting to obtain additional information, City Attorney Guerra suggested to the Council that it ask any questions they may have so that staff can present responses and additional information to the Council.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola questioned why this item was being discussed and that it was his understanding that this section of the agenda was to decide whether to place items on future agendas for discussion, to which City Attorney Guerra indicated that the discussion serves to clarify the request so that the Council could then decide whether it should be placed on a future agenda.

MAYOR AMBRIZ

In reply to a comment by Mayor Ambriz, City Attorney Guerra suggested that the Council allow the appropriate steps to take place rather than invite the applicant to the Council meeting to elaborate.

COUNCILMEMBER BRECEDA

Councilmember Breceda requested an in-depth report regarding this item, to which City Attorney Guerra advised that the report could be brought back for discussion, though he cautioned against discussing the substance of the entitlements that are being proposed at this time.

CITY MANAGER MIRANDA

Responding to a question by City Manager Miranda, Councilmember Breceda requested a detailed report addressing rumors that the operator would only need to dig to a minimal amount of depth for a development.

DIRECTOR SIMPSON

Director Simpson advised that staff is reviewing the draft EIR for CEQA and noted that it does not contain all mitigation measures. She cautioned against discussing these prematurely.

MAYOR PRO TEM BURROLA

In response to a comment by Mayor Pro Tem Burrola, Director Simpson confirmed that the operator of the site has purchased a raceway in Bakersfield.

DENA ZEPEDA

Dena Zepeda stated that she was glad that city staff and the operator's staff are communicating.

CARMEN ROMAN

Carmen Roman stated that the subject property is very important and spoke in opposition to cancer and pollutants that cause dogs to itch.

MOTION

A motion was made by Councilmember Breceda, seconded by Coucilmember Garcia, to add this matter to a future agenda for a full report and discussion. The motion was unanimously approved.

<u>ITEM NO. 24D</u>
REQUEST BY COUNCILMEMBER ORTIZ FOR A REPORT ON THE OLIVE PIT

REQUEST BY COUNCILMEMBER ORTIZ FOR A REPORT ON THE OLIVE PIT MINING OPERATIONS AND REMAINING TIME FOR ITS EXTENSION

MINING OPERATIONS AND REMAINING TIME FOR ITS EXTENSION

COUNCILMEMBER ORTIZ

Councilmember Ortiz asked about the timeline for the pit operator's extension and indicated that existing street sweeping measures are insufficient since the streets are still covered in dirt and mud. He asked to be informed when the operator would need to return to the Council for either a new or amended permit to operate. He expressed his understanding that the Council permitted the operator to process 2 million tons of fill, after which they would return to the City with a new application.

CITY MANAGER MIRANDA

City Manager Miranda noted that the operator has submitted an application to excavate more tonnage. The environmental review still needs to take place. Additional details would be presented within the next couple of months.

COUNCILMEMBER ORTIZ

Councilmember Ortiz also noted damage to Azusa Canyon Road, with a portion that seems to be sinking and areas around manholes having deteriorated, to which City Manager Miranda advised that staff would follow up on the concern.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola requested a report on the City's street paving schedule for presentation at the next meeting, to which Director Chan advised that a portion of Azusa Canyon Road will be repaved soon; staff is awaiting completion of offsite improvements at 4416 Azusa Canyon Road before the repaving begins.

COUNCILMEMBER ORTIZ

Councilmember Ortiz requested to tour the pit to observe current operations at the site.

CITY MANAGER MIRANDA

City Manager Miranda stated that he would set up the tour and invited the entire Council and Director Chan to attend as well.

COUNCILMEMBER BRECEDA

Councilmember Breceda concurred with Councilmember Ortiz's concerns relating to the street sweeper.

CITY MANAGER MIRANDA

City Manager Miranda stated that he would like to request a street sweeping schedule from United Rock.

DIRECTOR CHAN

Director Chan indicated that the pit currently contains a lot of water, which the trucks pass through and create mud and track it onto the streets. He added that a dredge would soon need to be brought to the Olive Pit to continue mining operations, which would hopefully occur by January. He added that staff has expressed the City's concerns to the operator over the cleanliness of streets in an effort to minimize mud tracking and stated that City staff would work to expedite the relocation of the dredge in the hopes it would mitigate the concern.

Another option would be to have the operator's staff wash the truck tires before driving onto the street.

CITY MANAGER MIRANDA

City Manager Miranda assured the Council that staff will work on the nuisance and provide solutions.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:30 p.m., in memory of Erlinda Duran.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: nwoodard
Printed: 9/19/2024 9:22 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102699	IRWIND21	Irwindale Hand Wash & Auto Detail	09/05/2024	527.82
102700	NORMAN02	Norman A. Traub Associates	09/05/2024	1,505.56
102701	CALIFO56	California State Disbursement Unit	09/05/2024	604.15
102702	CALIFO57	California State Disbursement Unit	09/05/2024	143.07
102703	CITY01	City of Hope	09/05/2024	54.00
102704	FRANC06	Franchise Tax Board	09/05/2024	467.21
102705	LOSANG31	Los Angeles County Sheriff's Dept.	09/05/2024	70.60
102706	Ayala01	Leonor Ayala	09/05/2024	700.00
102707	CINDYS	Cindy Shea	09/05/2024	2,100.00
102708	EVANS02	Gloria Evans	09/05/2024	225.00
102709	FLORE01	Karla Flores	09/05/2024	910.00
102710	HERB01	Blaine R Hebert	09/05/2024	225.00
102711	HOYEN	Noelle Hoye	09/05/2024	1,190.00
102712	KREN01	William Krenz	09/05/2024	3,000.00
102713	LEDEZMA	Erica Ledezma	09/05/2024	480.00
102714	LEWISE	Lewis Engraving, Inc.	09/05/2024	141.12
102715	LOSANG18	Los Angeles County	09/05/2024	449.90
102716	MIRAND25	Blanche V. Miranda	09/05/2024	390.00
102717	NATION23	National Union Fire Insurance	09/05/2024	746.82
102718	NORMAN02	Norman A. Traub Associates	09/05/2024	4,979.94
102719	OPTUM01	OptumRx, Inc.	09/05/2024	37,662.99
102720	ACCOUN	Robert Half	09/05/2024	970.76
102721	SCPLRC01	SCPLRC Membership	09/05/2024	300.00
102722	SCE02	Southern California Edison	09/05/2024	61,096.67
102723	STANDA03	Standard Insurance Company	09/05/2024	2,506.38
102724	VISION01	Vision Service Plan - (CA)	09/05/2024	2,023.90
102725	WAGONER	Pamela Wagoner	09/05/2024	700.00
102726	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	09/12/2024	297.00
102727	AT&T02	AT & T	09/12/2024	34.10
102728	AT&T06	AT & T	09/12/2024	1,804.70
102729	BOONE01	Vanessa Darlene Boone	09/12/2024	75.00
102730	BURROL12	Crystal Burrola	09/12/2024	75.00
102731	CALIFO02	California American Water	09/12/2024	7,056.20
102732	SANGAB11	California Newspapers Partnership	09/12/2024	4,647.13
102733	CAMPOS03	Manuel Campos	09/12/2024	242.01
102734	CHARTE04	Charter Communicatons	09/12/2024	106.22
102735	CHICOB	Bernie Chico	09/12/2024	75.00
102736	DIAZCA	Camille Diaz	09/12/2024	75.00
102737	EVAN05	Theresa Evans	09/12/2024	121.26
102738	FLORE10	Anabel Flores	09/12/2024	75.00
102739	FRAIJO02	John Fraijo	09/12/2024	327.33
102740	FRONT01	Frontier Communications	09/12/2024	319.23
102741	GARCI12	Rocio Garcia	09/12/2024	75.00
102742	GOMEZ09	Alvin Gomez	09/12/2024	75.00
102743	HARDY01	Joseph Hardy	09/12/2024	63.20
102744	IRWIND21	Irwindale Hand Wash & Auto Detail	09/12/2024	681.78
102745	JOHNS01	Glen Johnsen	09/12/2024	45.20

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102746	JONES03	Richard D Jones, A Professional Law Corp	09/12/2024	384.61
102747	KIML01	Kimley-Horn and Associates, Inc.	09/12/2024	3,915.00
102748	LIEBERT	Liebert Cassidy Whitmore	09/12/2024	11,416.00
102749	LOPE19	Amber Lopez	09/12/2024	75.00
102751	PETTYC05	City of Irwindale-Admin Petty Cash	09/12/2024	401.29
102752	LEGAL03	Pre-Paid Legal Services, Inc.	09/12/2024	144.55
102753	PURCHA	Purchase Power	09/12/2024	4,134.14
102754	RACAN01	Monica Racanoj	09/12/2024	75.00
102755	RODRI10	Gisela Rodriguez	09/12/2024	75.00
102756	SARINA	Albert Sarinana	09/12/2024	300.00
102757	SCFUELS	SC Fuels	09/12/2024	13,422.94
102758	SECT01	Sectran Security Inc.	09/12/2024	124.07
102759	SMART&	Smart & Final	09/12/2024	1,579.86
102760	GASCOM	SoCalGas	09/12/2024	365.95
102761	TAPI01	Regina Tapia	09/12/2024	75.00
102762	VALLEY01	Valley County Water District	09/12/2024	24,515.49
102763	WILLDAN	Willdan Financial Services	09/12/2024	3,154.50
102764	ZEPEDA04	Dena Zepeda	09/12/2024	75.00
102765	ZEPEDA07	Priscilla Zepeda	09/12/2024	75.00
102766	ALESHIRE	Aleshire & Wynder, LLP	09/12/2024	60,036.70
102767	BAKER01	Baker & Taylor Books	09/12/2024	60.79
102768	DEPTOF02	County of LA Dept of Animal Care & Cont	09/12/2024	1,545.17
102769	LIEBERT	Liebert Cassidy Whitmore	09/12/2024	2,044.50
102770	RECPRO01	RecPro Systems, Inc	09/12/2024	1,475.00
102771	ACCO01	ACCO Engineering Systems	09/25/2024	2,556.00
102772	ALLCI01	All City Management Services, Inc	09/25/2024	1,086.30
102773	ATHENS	Athens Services	09/25/2024	6,049.43
102774	BAKER01	Baker & Taylor Books	09/25/2024	878.95
102775	MIJACA	Balcon Holdings, Inc.	09/25/2024	184.00
102776	BILLST	Bill's Truck Repair, Inc.	09/25/2024	3,830.21
102777	CALI22	CAPIO	09/25/2024	55.00
102778	Cat Spec	Cat Specialities Inc	09/25/2024	1,388.27
102779	CHANDL	Chandler's Air Conditioning &	09/25/2024	306.00
102780	CINTAS	Cintas Corporation #693	09/25/2024	150.29
102781	BALDWI02	City of Baldwin Park	09/25/2024	1,400.00
102782	CIVIC02	CivicPlus, LLC	09/25/2024	7,188.00
102783	COSTA01	Costar Realty Information, Inc.	09/25/2024	438.90
102784	LOSANG33	County of Los Angeles	09/25/2024	22,513.95
102785	CPOA	CPOA	09/25/2024	700.00
102786	CWA01	CWA AIA, Inc	09/25/2024	4,637.25
102787	BATE01	Elior Inc.	09/25/2024	4,632.50
102788	FEDEX	FedEx	09/25/2024	76.53
102789	FILLG01	Fill Good Landscaping	09/25/2024	415.00
102790	HASA01	Hasa Inc.	09/25/2024	1,867.10
102791	IMEG01	IMEG Consultants Corp.	09/25/2024	57,822.50
102792	INTELL01	Intelli-tech, Inc.	09/25/2024	8,483.00
102793	JOEAGO	Joe A. Gonsalves & Son	09/25/2024	7,125.00
102794	LANDSC	Landscape Warehouse III Inc.	09/25/2024	385.58
102795	LEXISN	LexisNexis Risk Solutions	09/25/2024	151.51
102796	LOSANG20	Los Angeles County Fire Dept.	09/25/2024	663.00
102797	MAINTE01	Maintex	09/25/2024	144.37
102798	MIDAS	Manuel C Muratalla	09/25/2024	1,627.52
102799	MORS01	Collette L. Morse	09/25/2024	1,800.00
102800	OFFICE03	ODP Business Solutions, LLC	09/25/2024	1,473.93
102801	ORKINP	Orkin	09/25/2024	1,158.95
102802	PAPE01	Pape' Material Handling Inc.	09/25/2024	2,800.93
102803	PAYN01	Payne Pest Management	09/25/2024	1,386.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102804	PERF03	Performance Elevator Contractors, Inc.	09/25/2024	760.00
102805	PLACE01	PlaceWorks, Inc.	09/25/2024	1,022.55
102806	PROPRINT	Pro Printing, Inc.	09/25/2024	55.75
102807	ACCOUN	Robert Half	09/25/2024	416.04
102808	ROYAL04	Royal Industrial Electric	09/25/2024	1,312.36
102809	SIERRA01	Sierra Chevrolet	09/25/2024	659.51
102810	SUNBEL02	Sunbelt Rentals	09/25/2024	834.28
102811	TAB01	TAB Products Co. LLC	09/25/2024	525.00
102812	NORTHR	The Northridge Group, Inc.	09/25/2024	7,231.98
102813	TRIANG01	Triangle Truck Parts	09/25/2024	35.32
102814	UNITED11	United Site Services of CA Inc	09/25/2024	589.50
102815	VERI01	Veritone, Inc.	09/25/2024	2,800.00
102816	WESTCO05	West Coast Arborists, Inc.	09/25/2024	2,758.40
102817	HDSUP01	WHITE CAP, L.P.	09/25/2024	112.41
102818	YTIRES	Y Tire Sales	09/25/2024	381.27
102819	ACCO01	ACCO Engineering Systems	09/25/2024	925.00
102820	BALDW01	Baldwin Park Police Dept-Attn Vanessa Pin	09/25/2024	3,942.65
102821	GEOLOG	Geologic Associates	09/25/2024	136,188.09
102822	HOSK01	Hoskins Equiptment Inc	09/25/2024	615.25
102823	IMPE01	Imperial County Office of Education	09/25/2024	3,142.00
102824	LOSANG09	Los Angeles County	09/25/2024	26,092.24
102826	MOTOR02	Motorola Solutions	09/25/2024	10,377.47
102827	ROSENO	RSG Inc.	09/25/2024	1,790.00
102828	WESTCO05	West Coast Arborists, Inc.	09/25/2024	13,316.63
			Report Total (128 checks):	631,171.48

Electronic Payments

August 2024

August 1 - 31, 2024

Number	Vendor Name	Date	Amount
WFB-37	CJPIA Excess Pool	8/7/2024	13,025.00
WFB-38	CalPERS	8/13/2024	1,500,000.00
ACH	US Bank	8/9/2024	29,492.61
		Report Total:	1,542,517.61

Item #19.C.

City of
IRWINDALE
AGENDA REPORT

Date: September 25, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: 2nd Reading - Ordinances 782, 783, 784

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 it is recommended that the City Council determine 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.

City Manager's Recommendation:

(1) **Adopt on second 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) **Adopt on second 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) **Adopt on second 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:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Prepared by:

Eddie Chan, Director of Engineering / Building Official

Reviewed by:

Adrian R. Guerra, City Attorney

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.

At the regular meeting of September 11, 2024, the City Council conducted a duly noticed public hearing, received testimony from staff, the public, and the applicants, and closed the public hearing, and introduced for first reading by title only with further reading waived Ordinance Nos. 782, 783, and 784. It would now be appropriate for the City Council to adopt on second reading by title only with further reading waived Ordinance Nos. 782, 783, and 784.

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 oversight, 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. CC Ordinance 782 Martin Marietta Amend No. 1(Final)
2. Signed Martin Marietta Priority Amendment
3. CC Ordinance 783 Vulcan Durbin Amend No. 1(Final)
4. Vulcan - Amendment No. 1 to Development Agreement for Durbin Quarry
5. CC Ordinance 784 Vulcan Amend No. 2(Final)
6. Vulcan - Amendment No. 2 to Development Agreement for Reliance I Quarry and Reliance II Landfill

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

01005.0020/970356.2

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: ______________________

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: J. T. P
Name: James T. Pobinsky
Title: President - Western Division

APPROVED AS TO FORM:

____
Signature

____
Name, Title

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: [signature]
Name: James T. Pohlmeyer
Title: President - Western Division

APPROVED AS TO FORM:

____
Signature

____
Name, Title

01005.0020/935939.1

Item #21.A.

City of IRWINDALE
AGENDA REPORT

Date:	September 25, 2024
To:	Honorable Mayor and Members of the City Council
From:	Theresa Olivares, Assistant City Manager
Issue:	Receive Update on City of Irwindale Public Library Improvement Project (Project) and Provide Direction to Staff Relating to the Library Chairs

City Manager's Recommendation:

That the City Council receive staff's update on the City of Irwindale Public Library Improvement Project (Project) and direct staff to proceed with incorporating the TMC Algonquin Lounge Chair into the Library

Administrative Action:

Submitted / Prepared by:

Theresa Olivares, Assistant City Manager

Theresa Olivares

Reviewed by:

Shayna Balli, City Librarian

S Balli

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Approved by:

Theresa Olivares, Assistant City Manager

Theresa Olivares

Background and Analysis:

On August 7, 2024, the Irwindale City Council received an update from staff regarding the City of Irwindale Public Library Improvement Project (Project) and directed staff to:

1. Proceed with the original design of the Historical Room as presented at the July 24, 2024, City Council Meeting; and
2. Work with the architect to incorporate the City Logo at the front entrance of the library; and
3. Include the names of Irwindale families in the vinyl wall covering to be installed in the adult section of the library; and
4. Work with the designer to find an alternative chair for the historical room, preferably a Mexican-style chair.

To address council's desire to incorporate a Mexican-style chair in the library, staff is recommending the TMC Algonquin Lounge Chair. This chair is best suited in the adult section of the library given its size and purpose. TMC furniture is being used throughout the library and this chair will be made of the same material, color, and panel design, allowing for seamless integration into the design of the library. Staff is also recommending a blue vinyl/leather like material for the chair, which is durable, easy to clean, and coordinate with the library's color scheme. Additionally, staff has confirmed that this chair may be adapted to include connectivity for electronic devices.

Staff evaluated options for including a Mexican-style chair in the library's history room. Council and the community were previously advised that the historical room incorporates a table made from the oak trees to be removed from the future library site. This table will require table height chairs and the proposed lounge chairs will not accommodate this need. Furthermore, the use of the TMC chair in the adult area will allow for the chairs to be more visible and accessible to the library patrons.

This staff report will be supplemented by a PowerPoint presentation.

Fiscal Impact:

None

Attachments:

None

Item #21.B.

City of IRWINDALE
AGENDA REPORT

Date:	September 25, 2024
To:	Honorable Mayor and Members of the City Council
From:	Julian A. Miranda, City Manager
Issue:	Update on the Irwindale Speedway

City Manager's Recommendation:

Receive and file or provide direction.

Administrative Action:

Submitted / Prepared by:

Marilyn Simpson, AICP, Community Development Director

Marilyn Simpson

Eddie Chan, DIrector of Engineering / Building Official

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

BACKGROUND AND ANALYSIS

At the request of Councilmember Breceda, the Community Development and Public Works Engineering Departments are providing a report on the status of the proposed Irwindale Speedway Commerce Center Specific Plan project.

Planning Application:
Staff received an application in February 2020 for a proposed Specific Plan at 500 Speedway Drive that included a General Plan Amendment, Zone Ordinance Amendment, Zone Change, and Tentative Parcel Map. The Specific Plan was for a master planned commercial and industrial business park consisting of 11 buildings with a maximum of 1,378,000 square feet of development.

The Specific Plan for the 63-acre site is proposed to have two (2) Planning Areas.

- Planning Area 1:
    1. 56 acres for Industrial Business Park development
    2. Located on the south portion of the property

- Planning Area 2:
    1. 7.3 acres for commercial development
    2. Located on the north portion of the property along the Live Oak frontage

An Environmental Impact Report (EIR) is being prepared by the consulting firm LSA.

<u>Tentative EIR process timeline</u>:

- Staff review of the Administrative Draft EIR – Complete by 9.30.24
- LSA to make revisions – 10.10.24
- 2nd staff review of Administrative Draft EIR – Complete by10.21.24
- A 45-day public review period begins – 10.28.24 – 12.12.24
- LSA to prepare for Final EIR
- Public Hearings: Planning Commission: 1.15.25; City Council: 2.5.24

Geotechnical Concerns:

The applicant submitted a Geotechnical Investigation Work Plan (GWP) on April 9, 2024, for review and approval. The Engineering Staff has not yet approved the GWP, and it is currently undergoing a third round of review. This GWP includes proposed (1) field investigations (e.g., borings, test pits, trenching), (2) laboratory testing, and (3) settlement analysis. The purpose of this GWP is to evaluate the physical properties of the soil, fill materials, and subsurface conditions at the project site. This information is crucial for designing safe and efficient foundations and other structural components while ensuring safety, addressing environmental concerns, and complying with building codes.

Upon approval of the GWP, it is estimated that the applicant would require 6 to 9 months to produce a geotechnical remediation report for the City's review.

Fiscal Impact:

None

Attachments:

None

Item #21.C.

City of IRWINDALE AGENDA REPORT

Date: September 25, 2024

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Urgency Ordinance No. 785 To Establish a Temporary Moratorium Prohibiting the Processing of Applications or Approvals For Any and All Billboards

City Manager's Recommendation:

Direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and adopt the ordinance as an urgency measure by a roll call vote with a minimum 4/5 vote for Urgency Ordinance No. 785, entitled "AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA ESTABLISHING A 45-DAY MORATORIUM ON THE PROCESSING OR APPROVAL OF ANY APPLICATIONS FOR BILLBOARDS, NEW CONSTRUCTION OF BILLBOARDS, OR THE REPLACEMENT OR CONVERSION OF STATIC BILLBOARDS TO BILLBOARDS WITH A DIGITAL DISPLAY, AS DEFINED HEREIN, AND DECLARING THE URGENCY THEREOF AND THAT IT SHALL TAKE EFFECT IMMEDIATELY AND FINDING THE ADOPTION OF THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT"

Administrative Action:

Submitted / Prepared by:

Julian A. Miranda, City Manager

Julian A. Miranda

Reviewed by:

Adrian R. Guerra, City Attorney

Adrian R. Guerra

Approved by:

Julian A. Miranda, City Manager

Julian A. Miranda

Background and Analysis:

On August 8, 2012, the City Council of the City adopted Ordinance No. 659 which repealed and amended Chapter 17.72 of the Irwindale Municipal Code, entitled “Billboards.”

Since then, the City has recognized the overconcentration of billboards and the technological advancements related to billboards, specifically the increase of new construction of billboards with a digital display and the replacement of static billboards to billboards with a digital display.

The City has a significant interest in preserving the public safety, health, and welfare of the City from any present or potential challenges that may undermine the City’s efforts to promote the City’s aesthetics and public safety regarding the overconcentration and technological advancements of billboards. Based on this, City staff believes that it is necessary to immediately place a temporary moratorium on the processing and approval of applications for any and all billboards, new construction of billboards (both static and with a digital display), and the replacement or conversion of static billboards to billboards with a digital display (the “Temporary Moratorium”) to thoroughly review, study, and analyze the regulations, fees, and applicable laws regarding billboards. Existing uses of the billboards, static and digital, may not sufficiently support the City’s goals and may continue to impact the community.

Under the current ordinance regarding billboards, should any new construction of billboards or the replacement or conversion of static billboards to billboards with a digital display be established in the community, such a development would constitute a current and immediate threat to the public safety, health and welfare in that such a development will continue or intensify impacts to the community. Thus, while certain uses may benefit the City and the community with respect to advertising and signage, those same uses may serve to exacerbate impacts caused by the overconcentration or billboards and rise in billboards with digital displays.

Staff recommends adopting an interim urgency measure for the processing and approval of applications for any and all billboards, new construction of billboards (both static and with a digital display), and the replacement or conversion of static billboards to billboards with a digital display in order to mitigate or avoid the potential adverse impacts of such uses by allowing the City staff an opportunity to study these potential impacts before they occur and to develop changes to the zoning code which will allow City’s goals and objectives to be met.

Analysis:

Government Code section 65858(a) provides that “[w]ithout following the procedures otherwise required prior to the adoption of a zoning ordinance, the legislative body of a county, city, including a charter city, or city and county, to protect the public safety, health, and welfare, may adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time.”

Here, the proposal at issue is the review of regulations for billboards. In order to review and potentially update these regulations, it is necessary for the City to first study (1) any implications or challenges associated with the increase of billboards and the potential impacts such land uses the billboards may have on the public safety, health, and welfare of the City, (2) the need for an increase in the annual development fee specified in the development agreement to mitigate impacts from billboards, (3) and the regulations applicable to billboards and the need to further adopt additional appropriate regulations. City staff believes that a Temporary Moratorium is necessary to ensure that new and converted billboards will be subject to potentially updated regulations. More importantly, without the Temporary Moratorium, the overconcentration of billboards may continue to operate and intensify the impacts to the community.

If adopted, the Temporary Moratorium would read as follows: "During the effective period of this Ordinance, no application for a billboard shall be processed or approved, no consideration of any application for a billboard shall be made, and no replacement or conversion of static billboards to billboards with a digital display shall be approved."

During the period of this Ordinance, the City will be directed to thoroughly review, study and analyze laws, rules, procedures and fees related to the replacement or conversion of static billboards to billboard with digital displays and the applications for new construction and establishment of billboards to enable the City to adequately and appropriately preserve the public safety, health, and welfare of the communities in the City of Irwindale and mitigation for any related impacts.

If adopted, the Ordinance shall be effective for forty-five (45) days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code Section 65858. Note, not later than ten (10) days prior to the expiration of this interim urgency Ordinance, the City Council shall issue a written report as required by applicable state law.

Staff is further recommending that this Ordinance be adopted as an urgency measure in accordance with Government Code sections 36934 and 36937. An urgency measure is authorized for the immediate preservation of the public peace, health or safety and shall take effect immediately upon a four-fifths vote of the City Council.

Here, enacting the Ordinance through the regular procedure (i.e. two readings and waiting thirty days for said ordinance to become effective) will be detrimental to the public peace, health or safety because, during that period, the processing and approval of applications for any and all billboards, new construction of billboards (both static and with a digital display), and the replacement or conversion of static billboards to billboards with a digital display may be established without the benefit of the implementation of proper use regulations and, as a result, such a development will continue or intensify impacts to the community. It is therefore necessary that this Ordinance go into effect immediately upon adoption for the immediate preservation of the public peace, health or safety.

Environmental Impact:

Pursuant to Section 15001 of the California Environmental Quality Act ("CEQA") Guidelines, this interim urgency Ordinance is exempt from CEQA based on the following:

1. This Ordinance is not a project within the meaning of Sections 15060(c)(3) and 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, either directly or indirectly.
2. Alternatively, this Ordinance is also exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, since the proposed ordinance involves a temporary moratorium on the processing of applications or approvals for any and all billboards and it is clear that there is no possibility that the Ordinance may have a significant impact on the environment.

Fiscal Impact:

None

Attachments:

1. (IRW) Ordinance No. 785 - Urgency Moratorium Regarding Billboards(1016894.3)

ORDINANCE NO. 785

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA ESTABLISHING A 45-DAY MORATORIUM ON THE PROCESSING OR APPROVAL OF ANY APPLICATIONS FOR BILLBOARDS, NEW CONSTRUCTION OF BILLBOARDS, OR THE REPLACEMENT OR CONVERSION OF STATIC BILLBOARDS TO BILLBOARDS WITH A DIGITAL DISPLAY, AS DEFINED HEREIN, AND DECLARING THE URGENCY THEREOF AND THAT IT SHALL TAKE EFFECT IMMEDIATELY AND FINDING THE ADOPTION OF THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

SECTION 1. AUTHORITY AND EFFECT.

A. The State Planning and Zoning Law (Cal. Gov't Code Sections 65000, *et seq.*) broadly empowers the City of Irwindale (the "City") to plan for and regulate the use of land in order to provide for orderly development, the public safety, health, and welfare, and a balancing of property rights and the desires of the community and how its citizens envision their city.

B. This interim urgency ordinance is enacted pursuant to the authority conferred upon the City Council of the City of Irwindale (the "City Council") by Government Code Section 65858 and shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council as if, and to the same extent that, such ordinance had been adopted pursuant to each of the individual sections set forth hereinabove.

SECTION 2. FINDINGS.

The City Council of the City of Irwindale hereby finds, determines, and declares that:

A. On August 8, 2012, the City Council of the City adopted Ordinance No. 659 which repealed and amended Chapter 17.72 of the Irwindale Municipal Code (the "Code"), entitled "Billboards."

B. Since August 8, 2012, the City has recognized that technological advancements related to billboards, particularly the rise of digital displays of billboards, have significantly transformed the landscape of advertising and signage.

C. The City has seen an increase in the establishment of billboards with a digital display and the replacement or conversion of existing static billboards to billboards with a digital display.

D. The City has a significant interest in preserving the public safety, health, and welfare of the City, especially when the overconcentration of billboards and the technological advancements regarding billboards with a digital display that could present challenges that potentially undermine the City's efforts to promote the City's aesthetics and public safety.

E. The City wishes to conduct a study of the potential impacts caused by the overconcentration of billboards and rise in billboards with digital displays.

F. The City believes it is necessary to conduct a comprehensive review of the existing regulations regarding billboards, explore best practices from other jurisdictions, and develop a revised framework consistent with applicable laws and regulations to address potential harmful impacts caused by the overconcentration of billboards and the rise in billboards with digital displays.

G. California Government Code Sections 65864, et seq., authorizes the City to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning purposes, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

H. The City intends to explore whether amounts specified within the development agreement are current and accurately reflect the cost to the City to mitigate the impact of conversion or installment of the digital billboard structures.

I. Pursuant to Sections 36934 and 65858 of the California Government Code, to protect the public safety, health, and welfare , the City Council may, by a four-fifths vote, adopt as an urgency measure an interim ordinance prohibiting land uses that the City is studying, or intends to study, within a reasonable time.

J. A moratorium will provide the City with time to study (1) any implications or challenges associated with the increase of billboards and the potential impacts such land uses the billboards may have on the public safety, health, and welfare of the City, (2) the need for an increase in the annual development fee specified in the development agreement to mitigate impacts from billboards, (3) and the regulations applicable to billboards and the need to further adopt additional appropriate regulations.

K. To allow time for the City to consider, study, revise, and enact regulations for billboards, it is necessary to temporarily suspend the processing and approval of applications for any and all billboards, new construction of billboards (both static and with a digital display), and prohibit the replacement or conversion of static billboards to billboards with a digital display, as such uses may be in conflict with the development standards and implementation regulations that the City will ultimately impose after the City has considered and studied this issue, which shall be accomplished within a reasonable time.

L. For the reasons stated above, there is a current and immediate threat to the public safety, health, and welfare of the City and its community, thereby necessitating the immediate enactment of this moratorium as an urgency ordinance in order to ensure that the processing, approval, establishment, replacement or conversion of billboards are as a result under adequate regulations. Imposition of a moratorium will allow the City sufficient time to conclude the preparation of a comprehensive review of the regulations applicable for the regulation of billboards and further develop and adopt additional appropriate regulations.

M. The City Council intends that its provisions have neither the purpose nor effect of imposing a limitation or restriction on the content of any communication or communicative materials that are protected by the First Amendment to the United States Constitution and the relevant provisions of the California State Constitution.

N. The City Council further finds that this is a matter of citywide importance and is not directed towards any particular parcel of property or proposed use.

O. The City Council now desires to adopt as an urgency measure an interim ordinance temporarily prohibiting the processing, review, or approvals of any and all billboards.

SECTION 3. MORATORIUM.

During the effective period of this Ordinance, no application for a billboard shall be processed or approved, no consideration of any application for a billboard shall be made, and no replacement or conversion of static billboards to billboards with a digital display shall be approved.

SECTION 4. REVIEW AND STUDY.

During the period of this Ordinance, the City shall study and develop as necessary City laws, rules, procedures and fees related to the replacement or conversion of static billboards to billboard with digital displays and the applications for new construction and establishment of billboards to enable the City to adequately and appropriately preserve the public safety, health, and welfare of the communities in the City of Irwindale.

SECTION 5. DEFINITIONS.

As used herein the following definitions shall apply:

A. "Billboard" means a sign soliciting public support or directing public attention to the sale, lease, hiring or use of any objects, products or service. For purposes of this Ordinance, a billboard shall not include a sign solely advertising the business located on the premises where such sign is erected and maintained.

B. "Digital display" means the face of a billboard that is comprised of a digital or electronic face with intermittent messages.

C. "Static display" means the face of a billboard that has a fixed, printed face; is not digital and does not have a variable message display.

D. "New construction" means the construction of a new billboard (static or digital display) including the sign face and support structure.

SECTION 6. **URGENCY MEASURE.**

Based on the findings set forth in Section 2 above, the City Council declares that this Ordinance is necessary as an urgency measure to preserve and address existing and immediate threats to the public safety, health, and welfare. To enact the Ordinance after giving notice, holding a public hearing, and two (2) readings thereof, and thereafter wait thirty (30) days for said Ordinance to become effective, will be detrimental to the public safety, health, and welfare, in that during the interim period new applications for billboards may be processed, approved, or established without the benefit of the implementation of proper use regulations and, as a result, such a development will continue or intensify impacts to the community. It is therefore necessary that this Ordinance go into effect immediately upon adoption. This Ordinance, therefore, is adopted pursuant to the provisions of Sections 36934(b) and 65858 of the California Government Code, shall be adopted by a four-fifths vote of the City Council, shall take effect immediately upon its adoption pursuant to Section 36934(b) of the California Government Code, and shall remain in effect for a period of forty-five (45) days, subject to extensions as provided by law.

SECTION 7. **SEVERABILITY.**

The City Council hereby declares, if any provision, section, subsection, paragraph, sentence, phrase or word of this Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this Ordinance and as such they shall remain in full force and effect.

SECTION 8. **CEQA COMPLIANCE.**

Pursuant to Section 15001 of the California Environmental Quality Act ("CEQA") Guidelines, this interim urgency Ordinance is exempt from CEQA based on the following:

(a) This Ordinance is not a project within the meaning of Sections 15060(c)(3) and 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, either directly or indirectly.

(b) Alternatively, this Ordinance is also exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, since the proposed ordinance involves a temporary moratorium on the processing of applications or approvals for any and all billboards and it is clear that there is no possibility that the Ordinance may have a significant impact on the environment.

Staff is directed to file a Notice of Exemption with the Los Angeles County Clerk's office within five (5) working days of the adoption of this Ordinance.

SECTION 9. **PUBLICATION.**

The Chief Deputy City Clerk shall certify as to the passage and adoption of this Interim Urgency Ordinance and shall cause the same to be published in a manner prescribed by law.

SECTION 10. **EFFECTIVENESS OF ORDINANCE.**

This Ordinance shall take effect immediately, pursuant to the authority conferred upon the City Council by Government Code sections 36937 and 65858. This Ordinance shall be of no further force and effect forty-five (45) days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code Section 65858. Not later than ten (10) days prior to the expiration of this interim urgency Ordinance, the City Council shall issue a written report as required by applicable state law.

PASSED, APPROVED AND ADOPTED this 25th day of September, 2024.

____
Albert F. Ambriz, Mayor

ATTEST:

____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **SEPTEMBER 11, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **9:30 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; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 27A MINUTES OF THE MEETING HELD AUGUST 28, 2024

MINUTES OF THE MEETING HELD AUGUST 28, 2024

The minutes were approved as presented.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 9:31 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS | **SEPTEMBER 11, 2024**
5050 N. IRWINDALE AVENUE | **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 | **9:31 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; Adrian Guerra, General Counsel; Theresa Olivares, Assistant Executive Director; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

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 MEETING HELD AUGUST 28, 2024

MINUTES OF THE MEETING HELD AUGUST 28, 2024

The minutes of the regular meeting held August 28, 2024, were approved as presented.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 9:32 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

Item #33.B.

City of
IRWINDALE
AGENDA REPORT

Date: September 25, 2024

To: Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, Executive Director

Issue: Acquisition of Las Casitas First Amendment and Holdback Addendum

City Manager's Recommendation:

That the Housing Authority Board authorize the Las Casitas First Amendment and Holdback Addendum.

Administrative Action:

Submitted / Prepared by:

Fernando Lopez, Housing Coordinator

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

BACKGROUND AND ANALYSIS:

On April 24, 2024 a Purchase and Sale Agreement and Joint Escrow Instructions were executed by and between the Northridge Group and the Irwindale Housing Authority for the leasehold purchase of 5164 Ayon Avenue in the City of Irwindale commonly known as the Las Casitas Senior Housing Complex.

The Irwindale Housing Authority and the Northridge Group desired to amend the Original PSA with respect to the Closing Date and the Required Repairs.

As a result, the Seller and Buyer agree to the following**:**

Closing Funds and Documents Required from Buyer and Seller: Sections 4.1 and 4.2 are amended to require Buyer and Seller to each execute and deliver to Escrow Holder two (2) copies of the Holdback

Addendum in the form attached to the Amendment as Exhibit B ("Holdback Addendum"). At the Closing, Escrow Holder shall execute the Holdback Addendum and provide a copy to each of Buyer and Seller.

Closing Date: The parties agree to close Escrow as soon as possible. At the Closing and from Seller's proceeds, the following amounts shall be held by Escrow Holder as follows:

(i) sum of Two Thousand Dollars ($2,500) shall be paid to Escrow Holder for the Holdback Services pursuant to the Holdback Addendum; and

(ii) the sum of Thirty seven thousand three hundred fifty four dollars ($37,354) shall be continue to be held by Escrow Holder pursuant to the Holdback Addendum ("Holdback Funds").

Due Diligence and Due Diligence Period:

(i) Section 7.2 is amended to acknowledge that the parties confirm receipt of the Approved Inspection Report and that the Required Repairs (and the estimated cost of each item) are mutually agreed as summarized on Exhibit A attached to which are hereinafter referred to as the "Required Repairs." The parties agree that the Required Repairs will not be a condition to Closing but shall be completed by Seller within sixty (60) days after the Closing ("Required Completion Date").

(ii) After Closing, Seller shall promptly and diligently perform the Required Repairs in accordance with all applicable laws and ordinances and shall not violate any of the rights of existing occupants.

(iii) Upon completion of the each of the respective Required Repairs, Seller shall notify Buyer providing Buyer with the opportunity to review and approve same and Seller shall also provide Seller with copies of the respective invoices for the completed work ("Completed Approved Work").

(iv) From time to time after Buyer approves the Completed Approved Work, Buyer will direct Escrow Holder to release portions of the Holdback Funds as designated for the specific Completed Approved Work but not in excess of the amount specified for that specific Required Repair as itemized on Exhibit A. For subsequent requests for release of funds, Seller must also provide proof of payment and mechanic lien releases for the prior Completed Approved Work for which funds were disbursed.

(v) Upon all the Required Repairs being completed and constituting Completed Approved Work, Seller shall provide Buyer with proof of payment for all the Completed Approved Work, and a title endorsement to Buyer's Title Policy confirming no mechanic liens have been filed. After satisfaction of the foregoing, the balance of the Holdback Amount held in the Holding Escrow shall be promptly released to Seller.

(vi) If all the Required Repairs are not completed as Completed Approved Work by the Required Completion Date, the balance of the Holdback Amount shall be disbursed to Buyer which shall have the right to expend same to compete the remaining Required Repairs.

(vii) Buyer shall promptly pay and discharge all demands for payment relating to the Required Repairs conducted by Seller on the Property. In the event a claim or lien is recorded by reason of Seller's work, Buyer, within twenty (20) days of such recordation, shall record or deliver a surety bond or provide other financial assurances reasonably acceptable to Buyer which is sufficient to release such claim or lien in accordance with applicable laws.

(viii) Seller hereby agrees to indemnify, and hold Buyer, its officers, agents and employees free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action, judgments, court costs and legal or other expenses (including attorneys' fees) which Buyer may suffer or incur as a consequence of Seller's conducting the Required Repairs or any act or omission by Seller, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Seller with respect to the Property, excepting to the extent such claims arise out of the gross negligence or willful misconduct of Buyer. This provision shall survive the Closing of the PSA Escrow and the Holding Escrow.

STAFF RECOMMENDATION AND ALTERNATIVES:

Staff recommends that the Board approve the First Amendment and Holdback Addendum subject to the approval of the Executive Director and IHA's legal counsel.

However, the following alternative actions are available for the Board's consideration:

1. Identify changes the Board wants made to the First Amendment and Holdback Addendum and direct the IHA's legal counsel and staff to return with another draft.

Fiscal Impact:

None

Attachments:

1. 1st Amend & Holdback Rpt 9-19-24

FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

This FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Amendment**") is entered into this ___ day of August, 2024 by and between the IRWINDALE HOUSING AUTHORITY, a public entity ("**Buyer**") and THE NORTHRIDGE GROUP, INC., a California corporation ("**Seller**").

RECITALS:

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated April 10, 2024 ("**Original PSA**"), regarding the sale of a leasehold interest as described in the Original PSA ("**Property**").

B. Pursuant to the Original PSA, the parties opened escrow #30117165 with Fidelity National Title Insurance Company ("**PSA Escrow**").

C. Buyer and Seller desire to amend the Original PSA with respect to the Closing Date and the Required Repairs.

NOW, THEREFORE, incorporating the foregoing recitals, in consideration of the mutual covenants and agreements set forth below, Seller and Buyer agree as follows:

AGREEMENT

1. **Defined Terms.** All terms not specifically defined in this Amendment shall have the meaning in the Original PSA.

2. **Amendments/Modifications**. The Original PSA is amended as follows:

A. Section 4 Closing Funds and Documents Required from Buyer and Seller: Sections 4.1 and 4.2 are amended to require Buyer and Seller to each execute and deliver to Escrow Holder two (2) copies of the Holdback Addendum in the form attached to this Amendment as **Exhibit B** ("**Holdback Addendum**"). At the Closing, Escrow Holder shall execute the Holdback Addendum and provide a copy to each of Buyer and Seller.

B. Section 5.1 Closing Date: The parties agree to close Escrow as soon as possible. At the Closing and from Seller's proceeds, the following amounts shall be held by Escrow Holder as follows:

(i) sum of Two Thousand Dollars ($2,500) shall be paid to Escrow Holder for the Holdback Services pursuant to the Holdback Addendum; and

(ii) the sum of _______________ ($___) shall be continue to be held by Escrow Holder pursuant to the Holdback Addendum ("**Holdback Funds**").

C. Section 6 Title Policy: Buyer confirms receipt of that certain preliminary title report #30117165 issued as of May 1, 2024 ("**PTR**") and approval of (i) non-delinquent real estate taxes; and (ii) Exceptions 1 through 18. inclusive and 20.

D. Section 7 Due Diligence and Due Diligence Period:

(i) Section 7.2 is amended to acknowledge that the parties confirm receipt of the Approved Inspection Report and that the Required Repairs (and the estimated cost of each item) are mutually agreed as summarized on **Exhibit A** attached to this Amendment which are hereinafter referred to as the "**Required Repairs**." The parties agree that the Required Repairs will not be a condition to Closing but shall be completed by Seller within sixty (60) days after the Closing ("**Required Completion Date**").

(ii) After Closing, Seller shall promptly and diligently perform the Required Repairs in accordance with all applicable laws and ordinances and shall not violate any of the rights of existing occupants.

(iii) Upon completion of the each of the respective Required Repairs, Seller shall notify Buyer providing Buyer with the opportunity to review and approve same and Seller shall also provide Seller with copies of the respective invoices for the completed work ("**Completed Approved Work**").

(iv) From time to time after Buyer approves the Completed Approved Work, Buyer will direct Escrow Holder to release portions of the Holdback Funds as designated for the specific Completed Approved Work but not in excess of the amount specified for that specific Required Repair as itemized on **Exhibit A**. For subsequent requests for release of funds, Seller must also provide proof of payment and mechanic lien releases for the prior Completed Approved Work for which funds were disbursed.

(v) Upon all the Required Repairs being completed and constituting Completed Approved Work, Seller shall provide Buyer with (Y) proof of payment for all the Completed Approved Work, and (Z) a title endorsement to Buyer's Title Policy confirming no mechanic liens have been filed. After satisfaction of the foregoing, the balance of the Holdback Amount held in the Holding Escrow shall be promptly released to Seller.

(vi) If all the Required Repairs are not completed as Completed Approved Work by the Required Completion Date, the balance of the Holdback Amount shall be disbursed to Buyer which shall have the right to expend same to compete the remaining Required Repairs.

(vii) Buyer shall promptly pay and discharge all demands for payment relating to the Required Repairs conducted by Seller on the Property. In the event a claim or lien is recorded by reason of Seller's work, Buyer, within twenty (20) days of such recordation, shall record or deliver a surety bond or provide other financial assurances reasonably acceptable to Buyer which is sufficient to release such claim or lien in accordance with applicable laws.

(viii) Seller hereby agrees to indemnify, and hold Buyer, its officers, agents and employees free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action, judgments, court costs and legal or other expenses (including attorneys' fees) which Buyer may suffer or incur as a consequence of Seller's conducting the Required Repairs or any act or omission by Seller, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Seller with respect to the Property, excepting to the extent such claims arise out of the gross negligence or willful misconduct of Buyer. This provision shall survive the Closing of the PSA Escrow and the Holding Escrow.

(ix) The Holding Escrow Fee shall be paid by Seller.

(x) Buyer and Seller reaffirm that Escrow Holder is not responsible for anything specified in this Section 7.

E. Section 8 Conditions Precedent to Close of Escrow: Sections 8.1 and 8.2 are amended to add a condition for each party requiring it to execute and deliver to Escrow Holder the Holdback Addendum. Section 8.1 is also amended to delete subparagraph (d). Section 8.2(c) is amended to provide that, at Closing of the PSA Escrow, the Holdback Addendum shall be in effect with Escrow Holder disbursing the Seller's funds less the sums specified in Section 5.1.

F. New Section 16 Holdback for Repairs: Buyer agreed to allow the Required Repairs to be done after the Closing provided that Holdback Funds are held by Escrow Holder pursuant to the Holdback Addendum.

3. **Reaffirmation of Original PSA.** Except as amended by this Amendment, the Original PSA is hereby reaffirmed, ratified and confirmed in its entirety. If there is any conflict, inconsistency or ambiguity between the Original PSA and this Amendment, then this Amendment shall govern and control.

4. **Entire Agreement; Construction.** This Amendment constitutes the entire agreement, and supersedes any prior written or oral agreements between the parties with respect to the specific matters addressed herein. This Amendment shall be construed according to its fair meaning as if prepared by both parties to this Amendment.

5. **Authorization**. Each individual executing this Amendment on behalf of Seller represents, warrants and covenants to Buyer that (a) Seller is duly formed and authorized to do business in the state of its formation, (b) such person is duly authorized to execute and deliver this Amendment on behalf of Seller in accordance with authority granted under the organizational documents of Seller, and (c) Seller is bound under the terms of this Amendment.

6. **Counterpart Execution**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument.

7. **Electronic Execution.** This Amendment may be electronically executed by the parties in accordance with UETA and ESIGN using either DocuSign or AdobeSign. Execution and delivery by PDF is **NOT AUTHORIZED**.

8. **Exhibits.** Exhibit A & B attached to this Amendment are incorporated herein by reference.

IN WITNESS WHEREOF, this Amendment has been executed by Seller and Buyer as of the date specified above.

SELLER:

THE NORTHRIDGE GROUP, INC.,
a California corporation

By: Mary Jo Jahn
Mary Jo Jahn, CEO & Secretary

BUYER:

IRWINDALE HOUSING AUTHORITY,
a public entity

By: ______________________
Albert F. Ambriz, Chair

ATTEST:

____
Laura Nieto, Authority Secretary

APPROVED AS TO FORM

Aleshire & Wynder, LLP

By: ______________________
Adrian Guerra, Authority Counsel

READ AND ACCEPTED:

ESCROW HOLDER:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: ______________________
MaryLou Adame, Escrow Officer

EXHIBIT A

REQUIRED REPAIRS

798 Pine Knot Ave., Ste. 401
Big Bear Lake, CA 92315

The Northridge Group, Inc.

(909) 866-0050
Fax (909) 866-8567

August 28, 2024

MR. FERNANDO LOPEZ
HOUSING COORDINATOR
CITY OF IRWINDALE
5050 NORTH IRWINDALE BLVD.
IRWINDALE, CA 91706

RE: LAS CASITAS SENIOR APARTMENTS

Dear Fernando:

Pursuant to our discussions over the last couple of weeks, I have concluded our cost estimates for the Holdback Addendum. As we agreed, I am working off the agreed upon correction list dated July 16, 2024.

1. a. Re-strip 7 Water Heaters on units 104, 106, 107, 204, 206, 207 and Clubhouse.
   b. Install hard pipe on eight (8) TPR drain lines in units 102, 105, 106, 111, 113, 202, 203 & 212.

   Total Cost of Repairs in Items 1A & 1B; Two Thousand One Hundred Dollars ($2,100).

2. Replace one Fire Sprinkler Riser corroded check valve and 2 feet of corroded pipe. Restore Fire Sprinkler System to normal.
   Total cost of repairs in Item 2; One Thousand Three Hundred Ninety-Five Dollars ($1,395).

3. Treat and remove mold in staircase closet, elevator room and unit 106 outside storage closet.
   Total cost of repairs for Item 4: Four Thousand Nine Hundred Forty-Seven Dollars ($4,947).

4. Repair and recoat 13 rear balconies and lower landing on center staircase.
   Total Cost of Repairs for Item 4; Twenty Thousand Six Hundred Fifty-Six Dollars ($20,656).

5. Conduct Termite inspection and repairs in infested areas as needed.
   Total Cost for Repairs for Item 5; Seven Hundred Eighty-Five Dollars ($785.00).

Total Cost for Agreed upon Repairs: Twenty-Nine Thousand Eight Hundred Eighty-Three Dollars ($29,883).

Total Amount to be Held Back pursuant to the Escrow Hold Back Addendum: Thirty-Seven Thousand Three Hundred Fifty-Four Dollars ($37,354) which equals One Hundred Twenty Five Percent (125%) of repair cost.

Please review and let me know if you have any questions or require additional information. We are ready to move forward with the execution of the First Amendment as well as the Addendum and complete the Purchase Agreement.

Very truly yours,

THE NORTHRIDGE GROUP, INC.

WILLIAM E. JAHN
Executive Vice President

WEJ/mjj

EXHIBIT B

HOLDBACK ADDENDUM

ESCROW HOLDBACK ADDENDUM

This Escrow Holdback Addendum ("**Addendum**") is hereby made a part of that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated April 10, 2024 ("**Original PSA**") by and among the IRWINDALE HOUSING AUTHORITY, a public entity **("Buyer")** and THE NORTHRIDGE GROUP, INC., a California corporation **("Seller")** and FIDELITY NATIONAL TITLE INSURANCE COMPANY ("**Escrow Holder**").

Buyer and Seller have agreed that as the Closing of the sale of the Property under the Original PSA, the terms of this Addendum shall be effective ("**Effective Date**") as follows:

1. Definitions. All capitalized terms used herein, unless otherwise herein defined, shall have the meanings given them in the Original PSA.

2. Appointment. Escrow Holder agrees to hold and administer the Holdback Amount pursuant to the terms and conditions of this Addendum. The Holdback amount shall be held in Escrow Holder's general escrow account and no interest shall be earned thereon.

Escrow Holder agrees to act as Escrow Holder under this Addendum subject to the following limitations:

- Funds held can only be disbursed to Seller or Buyer. No disbursements will be made to a third party or contractor.
- Construction disbursement management services (such as lien waiver collection or review) are not being provided including but not limited to that Escrow Holder is not responsible or liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument.
- There must be an instruction whereby all funds are released automatically at the end of the term without further instructions required;
- The escrow fee ($2,500) is paid at the Effective Date and will not be prorated for any reason.
- Disbursement requests by a party must be noticed by that party to the other party and Escrow Holder. Escrow Holder is not responsible to provide notice to the other party.
- The duties of the Escrow Holder under this Addendum are purely ministerial in nature, and that Escrow Holder's duties hereunder shall be limited to the safekeeping of the Holdback Amount and documents received by it, if any, as Escrow Holder, and for their disposition in accordance with the terms of this Addendum.

3. Conditions Precedent to Disbursement. The Holdback Amount shall be disbursed periodically as mutually directed in writing by Buyer and Seller. All disbursements made under this Addendum shall be made by wire transfer if the recipient gives Escrow Holder such instructions, and otherwise by a company check and delivered to the specified recipient via U.S. Postal Service, regular mail.

4. Term. This Addendum shall terminate upon the earlier to occur of: (i) written agreement of Buyer and Seller delivered to Escrow Holder; (ii) disbursement of the entire Holdback Amount; or (iii) December 31, 2024 ("**Outside Term Date**"), whereupon Escrow Holder shall either: (a) deliver the remainder of the Holdback Amount to Buyer as specified in the First PSA Amendment; or (b) interplead and deliver the remainder of the Holdback Amount to the court.

The Outside Term Date may be extended by the mutual written agreement executed by Buyer and Seller but in no event may it be extended to a date later than two (2) years from the Agreement Date without Escrow Holder's written consent which it may granted or withheld in its sole discretion.

7. Indemnification of Escrow Holder. If this Addendum or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller shall, jointly and severally, indemnify, defend (with counsel satisfactory to Escrow Holder) and hold Escrow Holder free and harmless from any loss or expense, including attorneys' fees, that may be suffered by it by reason thereof other than as a result of Escrow Holder's breach of this Addendum, gross negligence or willful misconduct. In the event conflicting demands are made or notices served upon Escrow Holder with respect to this Addendum, or if there shall be uncertainty as to the meaning or applicability of the terms of this Addendum, Buyer and Seller expressly agree that Escrow Holder may (but will not be required to) file a suit in interpleader and to obtain an order from the court requiring Buyer and Seller to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader and the deposit the balance of the Holdback Amount into the registry of the court, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Addendum with respect to the amount so deposited with the court. Alternatively, Escrow Holder may continue to hold the Holdback Amount in escrow until directed by written agreement of the parties hereto or by a court order.

8. General Provisions. The general provisions of Section 15 of the Original PSA shall remain in full force and effect.

SELLER:

THE NORTHRIDGE GROUP, INC.,
a California corporation

By: ______________________
Mary Jo Jahn, CEO & Secretary

READ AND ACCEPTED:

ESCROW HOLDER:

ESCROW HOLDER NATIONAL TITLE
INSURANCE COMPANY

By: ______________________
MaryLou Adame, Escrow Officer

BUYER:

IRWINDALE HOUSING AUTHORITY,
a public entity

By: ______________________
Albert F. Ambriz, Chair

ATTEST:

____
Laura Nieto, Authority Secretary

APPROVED AS TO FORM

Aleshire & Wynder, LLP

By: ______________________
Adrian Guerra, Authority Counsel

Item #33.C.

City of
IRWINDALE
AGENDA REPORT

Date:	September 25, 2024
To:	Honorable Chair and Members of the Housing Authority Board
From:	Julian A. Miranda, Executive Director
Issue:	Las Casitas Senior Apartment Property Management Agreement

Executive Director's Recommendation:

That the Housing Authority Board authorize the Property Management Agreement, subject to final approval as to form by the City Attorney's Office.

Administrative Action:

Submitted by:

Fernando Lopez, Housing Coordinator

F. Lopez

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

The Irwindale Housing Authority owns that certain real property in the City of Irwindale, County of Los Angeles, State of California (APN. 8417-029-929) legally described in Exhibit A attached hereto which is improved with multiple apartment buildings containing twenty-six (26) units, a clubhouse building and other improvements which is commonly known as Las Casitas Senior Housing Complex located at 5164 Ayon Avenue in the City of Irwindale.

Pursuant to the Lease/Regulatory Agreement, the Northridge Group currently operates the Housing Project. The Northridge Group transferred the Property to the Irwindale Housing Authority pursuant to that certain Quitclaim Deed recorded in the Official Records pursuant to that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated April 24, 2024 ("PSA").

As a result, the Northridge Group and the Irwindale Housing Authority produced a Property Management Agreement and agree to the following**:**

Effective Date. This Agreement shall be effective upon recordation of the Quitclaim Deed from Property Manager to Owner in the Official Records.

TERM - Base Term: This Agreement shall commence on the Effective Date for a term of one (1) year. The Base Term shall automatically be renewed for one (1) additional year subject to termination pursuant to Section 3.2. The Base Term as may extended is hereinafter referred to as the "Term."

APPOINTMENT OF PROPERTY MANAGER:

Licensed Real Estate Broker: Property Manager represents and warrants to Owner that, as of the Effective Date, it is a real estate broker licensed by the State of California (License #01139884 expiring on July 1, 2028) and Property Manager covenants to maintain the License at all times during the Term at Property Manager's sole cost and expense. Property Manager shall also maintain errors and omission insurance.

Appointment: As of the Effective Date**,** Owner hereby appoints and grants Property Manager the exclusive right to lease (on a month-to-month basis), operate and manage the AH Project as a senior affordable housing project in accordance with the requirements set forth in Exhibit B and the terms of this Agreement, and Property Manager accepts the appointment and grant, and agrees to:

1. Use due diligence in the performance of this Agreement; and
2. Furnish the services of its firm for the leasing, operation and management of the AH Project pursuant to the Requirements and utilizing a lease form approved by Owner.

Independent Contractor: It is understood and agreed that Property Manager shall act as and be an independent contractor and not an employee of Owner, and as an independent contractor, Property Manager shall obtain no rights or other employee benefits which accrue to Owner's employees, and Property Manager hereby expressly waives any claim it may have to any such rights.

TENANTS: Owner shall locate, qualify and select proposed tenants for the AH Project and provide the information to Property Manager. Property Manager shall provide the annual certification to Owner that the tenants continue to qualify under the AH Leasing Requirements.

LEASING: Initiate, sign, renew, modify or cancel leases for the AH Project, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits. Any lease executed by Property Manager for Owner shall only be month-to-month and, with respect to the rent shall comply with the AH Leasing Requirements. The form of lease shall be approved by Owner.

REPAIR-MAINTENANCE: Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the AH Project; purchase, and pay bills for, services and supplies. Owner agrees that state and local water use restrictions will supersede any obligation by Property Manager or any tenant to water/maintain gardens, landscaping trees or shrubs. Property Manager shall obtain prior approval of Owner for all expenditures over Three Thousand Dollars ($3,000) for any one (1) item ("Expenditure Threshold Amount"). Upon Owner's receipt of a written request for any expenditure in excess of the Expenditure Threshold Amount, Owner shall respond promptly but no later than three (3) business days.

PROPERTY MANAGEMENT FEES: Property Manager shall be paid the fees as set forth on Exhibit C ("Fee Schedule"). Property Owner shall not receive any fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement.

The Property Management Agreement provides authority for the Executive Director to execute all documents to implement the transaction including authority to make modifications or amendments including extensions of time.

STAFF RECOMMENDATION AND ALTERNATIVES:

Staff recommends that the Board approve the Property Management Agreement subject to the approval of the Executive Director and IHA's legal counsel.

However, the following alternative actions are available for the Board's consideration:

1. Do not approve the Property Management Agreement.
2. Identify changes the Board wants made to the Property Management Agreement and direct the IHA's legal counsel and staff to return with another draft.

Fiscal Impact:

The monthly management fee is $2,080, the annual re-certification fee due on the first day of June is $2,000, and the project software is $3 per unit per month.
With the anticipation of the escrow closing by the end of September, the owner would have to pay a grand total of $21,422 (Management Fee: $18,720 ($2,080 x 9 months (October 2024 to June 2025) + Project Software: $702 ($3 x 26 units x 9 months) + Re-Certification: $2,000) for the remainder of the fiscal year. No additional funding is being requested as there is sufficient funding available in the FY 2024-2025 adopted budget.

Attachments:

1. Property Managment Agreement PDF 9-19-2024

PROPERTY MANAGEMENT AGREEMENT
FOR SENIOR AFFORDABLE PROJECT

This Property Management Agreement for Senior Affordable Project ("**Agreement**") is made as of __________, 2024 ("**Agreement Date**") by and between IRWINDALE HOUSING AUTHORITY, a California public entity ("**Owner**"), and THE NORTHRIDGE GROUP, INC., a California corporation ("**Broker**").

RECITALS:

A. Owner owns that certain real property in the City of Irwindale, County of Los Angeles, State of California (APN. 8417-029-929) a legally described in Exhibit A attached hereto which is improved with multiple apartment buildings containing twenty-six (26) units ("**Buildings**"), a clubhouse building and other improvements ("**Property**") and which is commonly known as Las Casitas Senior Housing Complex located at 5164 Ayon Avenue in the City of Irwindale ("**AH Project**"). The AH Project also has certain fixtures and improvements as well as personal property used for its maintenance and operation.

B. Immediately preceding the Effective Date (as defined below) of this Agreement, Seller acquired from Property Manager that certain leasehold interest in the Property had been originally created in that certain "Regulatory Agreement and Declaration of Covenants and Restrictions" dated March 23, 2011 between Buyer as the fee owner and Seller as the lessee which was recorded on September 17, 2013 as Instrument No. 20131354607 in the Official Records of Los Angeles County ("**Official Records**"), as subsequently amended by that certain "First Amended Regulatory Agreement and Declaration of Covenants and Restrictions" dated July 10, 2013 and recorded as Instrument No. 20190534856 in the Official Records, and as amended by that certain "Second Amendment to Regulatory Agreement and Declaration of Covenants and Restrictions" dated October 18, 2018 and recorded as Instrument No. 201900554904 in the Official Records ("**Regulatory Agreement**"). Pursuant to the Lease/Regulatory Agreement, Seller currently operates the Housing Project. Property Manager transferred the Property to Owner pursuant to that certain Quitclaim Deed recorded in the Official Records ("**Quitclaim Deed**") pursuant to that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated April 24, 2024 ("**PSA**").

C. For the term of this Agreement, the AH Project is to continue to be used as an senior affordable housing project as set forth in this Agreement.

NOW, THEREFORE, as material consideration for this Agreement, the parties agree as follows:

AGREEMENT:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated herein by reference.

2. **EFFECTIVE DATE.** This Agreement shall be effective ("**Effective Date**") upon recordation of the Quitclaim Deed from Property Manager to Owner in the Official Records.

3. **TERM:**

   3.1. Base Term: This Agreement shall commence on the Effective Date for a term of one (1) year ("**Base Term**"). The Base Term shall automatically be renewed for one (1) additional year subject to termination pursuant to Section 3.2. The Base Term as may extended is hereinafter referred to as the "**Term**."

01005.0013/986052.4

3.2. Early Termination: After expiration of the Base Term, either party may terminate this Agreement upon at least sixty (60) days prior written notice to the other party.

4. APPOINTMENT OF PROPERTY MANAGER:

4.1. Licensed Real Estate Broker: Property Manager represents and warrants to Owner that, as of the Effective Date, it is a real estate broker licensed by the State of California (License #01139884 expiring on July 1, 2028) ("**License**") and Property Manager covenants to maintain the License at all times during the Term at Property Manager's sole cost and expense. Property Manager shall also maintain errors and omission insurance.

4.2. Appointment: As of the Effective Date, Owner hereby appoints and grants Property Manager the exclusive right to lease (on a month-to-month basis), operate and manage the AH Project as a senior affordable housing project in accordance with the requirements set forth in Exhibit B ("**AH Leasing Requirements**") and the terms of this Agreement, and Property Manager accepts the appointment and grant, and agrees to:

(1) Use due diligence in the performance of this Agreement; and

(2) Furnish the services of its firm for the leasing, operation and management of the AH Project pursuant to the Requirements and utilizing a lease form approved by Owner.

4.3. Independent Contractor: It is understood and agreed that Property Manager shall act as and be an independent contractor and not an employee of Owner, and as an independent contractor, Property Manager shall obtain no rights or other employee benefits which accrue to Owner's employees, and Property Manager hereby expressly waives any claim it may have to any such rights.

5. AUTHORITY AND POWERS: Owner grants Property Manager the authority and power, at Owner's expense, to:

A. AH TENANTS: Owner shall locate, qualify and select proposed tenants for the AH Project and provide the information to Property Manager. Property Manager shall provide the annual certification to Owner that the tenants continue to qualify under the AH Leasing Requirements.

B. LEASING: Initiate, sign, renew, modify or cancel leases for the AH Project, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits. Any lease executed by Property Manager for Owner shall only be month-to-month and, with respect to the rent shall comply with the AH Leasing Requirements. The form of lease shall be approved by Owner.

C. TENANCY TERMINATION: Sign and serve in Owner's name notices that are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the AH Project in Owner's name; recover rents and other sums due; and, when expedient, settle, compromise and release claims, actions and suits and/or reinstate tenancies.

D. REPAIR; MAINTENANCE: Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the AH Project; purchase, and pay bills for, services and supplies. Owner agrees that state and local water use restrictions will supersede any obligation by Property Manager or any tenant to water/maintain gardens, landscaping trees or shrubs. Property Manager shall obtain prior approval of Owner for all expenditures over Three Thousand Dollars ($3,000) for any one (1) item ("**Expenditure Threshold Amount**"). Upon Owner's receipt of a written request for any expenditure in excess of the Expenditure Threshold Amount, Owner shall respond promptly but no later than three (3) business days[1].

Prior approval shall not be required for monthly or recurring operating charges or, if in Property Manager's reasonable opinion, emergency expenditures over the maximum are needed to protect the AH Project from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or by law, including, but not limited to, maintaining the AH Project in a condition fit for human habitation as required by Civil Code §§1941 and 1941.1 and Health and Safety Code §§17920.3 and 17920.10.

E. **REPORTS, NOTICES AND SIGNS:** Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.

F. **CONTRACTS, EMPLOYEES AND SERVICES:** Contract, hire, supervise and/or discharge firms and persons reasonably required for the operation and maintenance of the AH Project with such position approved by Owner. Property Manager may perform any of Property Manager's duties through attorneys, Property Managers, employees, or independent contractors and, except for persons working in Property Manager's firm, shall not be responsible for their acts, omissions, defaults, negligence and/or costs of same. Property Manager may not hire any person related to the principals of Property Manager nor any company owned by a person related to the principals of Property Manager without the prior consent of Owner after full written disclosure.

G. **EXPENSE PAYMENTS:** Pay expenses and costs for the AH Project from Owner's funds held by Property Manager, unless otherwise directed by Owner. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, and expenses for goods and services. Property Manager may reimburse itself for such authorized expenses under this Agreement which Property Manager may have paid for directly. Such amounts shall be disclosed in the reports to Owner pursuant to Section 5.L..

H. **SECURITY DEPOSITS:** Receive security deposits from tenants which sums shall be deposited in Property Manager's trust account and, if held in Property Manager's trust account, pay any interest on tenants' security deposits IF required by law. Property Manager shall be responsible to tenants for return of security deposits in the time and manner specified by law..

I. **TRUST FUNDS:** Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, in Citibank or other financial institution whose deposits are insured by an agency of the United States government and held in a trust account separate from Property Manager's personal accounts or any other trust accounts. Upon request, Property Manager shall allow Owner to have online access to the Trust Account for viewing purposes only.

J. **RESERVES:** Maintain a reserve in Property Manager's trust account of Fifteen Thousand Dollars ($15,000). Owner shall provide the initial reserve amount to Property Manager as of the Effective Date and, upon written request to Owner with reasonable information regarding the request, Owner shall promptly reimburse the reserve account.

K. **DISBURSEMENTS:** Disburse Owner's funds held in Property Manager's trust account in the following order:

    (1) All operating expenses, costs and disbursements payable from Owner's funds held by Property Manager.

[1] City's business days are Monday through Thursday.

(2) Reserves and security deposits held by Property Manager.

(3) Compensation due Property Manager under Section 6.

(4) Balance to Owner pursuant to on a quarterly basis.

L. **ACCOUNTING:** Prior to the Effective Date, Property Manager shall submit to Owner for approval an annual budget for the operation of the AH Project for Owner's approval. Property Manager shall deliver to Owner quarterly reports and an annual report regarding the AH Project's revenues and expenses in a form reasonably acceptable to Owner. Upon Owner's written request, the reports shall be provided on a monthly basis.

M. **RECORDS:** As the prior owner of the AH Project, Property Manager has all documentation and records and is aware of all disclosures and any matter affecting habitability of the AH Project which would otherwise be required to be made by Owner to Property Manager.

N. **DISCLOSURES:** Property Manager acknowledges that it has been in possession and control of the AH Project and, therefore, is aware of all aspects of the AH Project including any and all maters which would otherwise be required to be made by Owner to a property manager including, but not limited to, no lead paint, no mold, no asbestos, no bedbugs, etc. and that all units are incompliance with all laws including, but not limited to, carbon monoxide detectors and smoke alarms which are in good operating condition, all water heaters have been braced, anchored or strapped to resist falling or horizonal displacement in the event of an earthquake, and all Prop. 65 warnings have been posted.

6. **PROPERTY MANAGEMENT FEES:** Property Manager shall be paid the fees as set forth on Exhibit C ("**Fee Schedule**"). Property Owner shall not receive any fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement.

7. **INSURANCE:** Owner shall purchase and maintain, at its own expense, comprehensive general liability insurance applying to the AH Project, with a limit per occurrence of not less than One Million Dollars ($1,000,000.00) maximum of Two Million Dollars ($2,000,000.00). Owner shall also purchase and maintain hazard insurance for the AH Project on so called "all-risk" form of policy covering, among other perils, fire and extended coverage perils, vandalism and malicious mischief and water damage of a replacement cost basis in an amount reasonably determined by Owner. Owner shall name Property Manager as an "additional insured" under each insurance policy required by this Agreement and shall provide Property Manager with proof of such insurance within seven (7) calendar days of the Effective Date, change in policy, termination, or cancellation of any policy.

8. **TERMINATION:** Owner or Property Manager may terminate this Agreement as follows:

   a. At the end of the Term, upon sixty (60) calendar days' written notice;

   b. Upon the sale of the AH Project;

   c. Upon material damage to the AH Project; or

   d. Upon a material breach of this Agreement if such breach remains uncorrected thirty (30) days after written notice of same.

   Upon termination of this Agreement for any reason, copies of all documents, information and records related to the AH Project shall be promptly provided to Owner in a form acceptable to Owner which may include electronically from the Software (as defined in Exhibit B) used by Property Manager.

9. **EQUAL HOUSING OPPORTUNITY.** The Property is offered in compliance with federal, state and local anti-discrimination laws.

10. **NOTICES**. All notices required or permitted under this Agreement shall be in writing and shall

be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Notices given by counsel to a party shall be deemed given by that party.

To Property Manager):	The Northridge Group, Inc. 798 Pine Knot Avenue, Suite 401 Big Bear Lake, CA 92315 Attn: Mary Jo Jahn, CEO
To Owner:	Irwindale Housing Authority 5050 N Irwindale Avenue Irwindale, CA 91706 Attention: City Manager
With a copy to:	Aleshire & Wynder, LLP 1 Park Plaza Suite 1000 Irvine, CA 92614 Attention: Adrian Guerra, Esq

11. GENERAL PROVISIONS.

11.1. *Assignment.* Property Manager may not assign or transfer this Agreement without the prior written consent of Owner in its sole discretion. Any transfer of the ownership interests in the corporation constituting Property Manager shall constitute a transfer under this provision requiring Owner's consent. This Agreement shall be binding upon and shall inure to the benefit of each party and their respective heirs, personal representatives, successors and assigns.

11.2. *Attorney's Fees*. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

11.3. *Interpretation; Governing Law.* This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

11.4. *No Waiver.* No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

11.5. ***Modifications.*** Any alteration, change or modification to this Agreement must be in writing and executed by both parties.

11.6. ***Severability.*** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.7. ***Merger.*** This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements (including letters of intent), oral or written, are merged herein and shall be of no further force or effect.

11.8. ***Inducement.*** The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

11.9. ***Relationship of Parties.*** Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers.

11.10. ***Execution in Counterparts.*** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

11.11. ***Executive Director Authority.*** By its execution of this Agreement, Owner authorizes the Executive Director or his/her designee shall have authority to execute documents on behalf of Owner including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the Executive Director or his/her designee shall be binding on Owner. The Executive Director is not required to exercise such authority and may elect to take any issues to the Board for review and approval.

11.12. ***Authority.*** The person(s) executing this Agreement on behalf of Property Manager represent and warrant to Owner that (i) Property Manager is duly organized and existing, and (ii) such person(s) are duly authorized to execute and deliver this Agreement on behalf of Property Manager and to bind Property Manager.

11.13. ***Exhibits.*** The following exhibits attached hereto are incorporated herein by reference:

Exhibit A	Legal Description
Exhibit B	AH Leasing Requirements
Exhibit C	Fee Schedule

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Property Management Agreement as of the Agreement Date.

PROPERTY MANAGER:

THE NORTHRIDGE GROUP, INC.,
a California corporation

By: ______________________
Mary Jo Jahn, CEO & Secretary

OWNER:

IRWINDALE HOUSING AUTHORITY,
a California public entity

By: ______________________
Albert F. Ambriz, Chair

ATTEST:

____
Laura Nieto, Authority Secretary

APPROVED AS TO FORM

Aleshire & Wynder, LLP

By: ______________________
Adrian Guerra, Authority Counsel

01005.0013/986052.4

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE PROPERTY IS SITUATED THE CITY OF IRWINDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

REAL PROPERTY IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE APRIL 21, 1877. ALSO, MORE RECENTLY KNOWN AS LOTS 16, 17 AND 18 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 114, PAGES 4 TO 10 INCLUSIVE OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF ARROW HIGHWAY AND AYON AVENUE AS SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 00° 15' 30" WEST 263.31 FEET ALONG AYON AVENUE CENTERLINE; THENCE SOUTH 88° 37' 44" EAST 25.01 FEET TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING IS A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF AYON AVENUE, 50 FEET WIDE, PER SAID MAP; THENCE NORTH 00° 15' 30" EAST 196.94 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 45° 05' 44" EAST 24.11 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF ARROW HIGHWAY, 100 FEET WIDE, PER SAID MAP; THENCE NORTH 89° 55' 58" EAST 137.24 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 01° 17' 27" WEST 145.29 FEET ALONG THE EASTERLY LINE OF LOT 17 PER SAID MAP; THENCE SOUTH 00° 29' 30" WEST 72.49 FEET ALONG THE EASTERLY LINE OF LOT 18 PER SAID MAP; THENCE NORTH 88° 37' 44" WEST 151.35 FEET ALONG THE SOUTHERLY LINE OF LOT 18 PER SAID MAP TO THE TRUE POINT OF BEGINNING.

APN 8417-029-929

EXHIBIT B

AH LEASING REQUIREMENTS

All operational requirements set forth in the Regulatory Agreement including:

- Section A
- Section C, Subsections 1, 2, 4 & 5
- Section D, Subsections 1 – 7, inclusive, 9, 10, 11, 12
- Section E, Subsections 1 – 4, inclusive,
- Section L
- Section M

EXHIBIT C

FEE SCHEDULE

Owner agrees to pay Property Manager the following amounts during the Term:

1. MONTHLY MANAGEMENT FEE. on or before the fifth (5th) day of each month a monthly management fee in an amount equal to TWO THOUSAND EIGHTY DOLLARS ($2,080.00) which fee to be reviewed annually by Owner.

2. ANNUAL TENANT RE-CERTIFICATION REPORT. An annual fee for tenant recertification fee in the amount of TWO THOUSAND DOLLARS ($2,000.00) shall be paid to Property Manager within ten (10) days after Owner receives a Tenant Re-Certification Report in the form required by Owner which report is due the first (1st) day of June of each year during the Term.

3. PROJECT SOFTWARE. Three Dollars ($3.00) per unit per month for Property Manager's license to use a building-specific software called ________________ ("**Software**") necessary for rapid electronic draw payments, maintenance history, requests and tracking, compliance, online rent collection, work order tracking and fulfilment, financial modeling and accounting for the Property. Owner shall be provided with access to the Software for viewing information. If Owner elects to purchase the Software directly, the Software will be made available to Property Manager but no license fee will thereafter be due to Property Manager.

4. SPECIAL WORK. If Owner requests Property Manager to oversee special non-standard work (including managing any improvements, alterations or decorations to the Property, the parties shall agree to the additional service fee to be paid to Property Manager for such work.