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

January 8, 2025

SPECIAL MEETING – 5:00 PM
REGULAR MEETING – 6:00 PM

LARRY G. BURROLA - Mayor

H. MANUEL ORTIZ - Mayor Pro Tem

ALBERT F. AMBRIZ - Councilmember

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - 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.

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

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

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

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

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

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

3. AB 2449 DISCLOSURES

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

4. SPONTANEOUS COMMUNICATIONS

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

5. RECESS TO CLOSED SESSION

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

Property: 16249 Arrow Highway
Agency Negotiator: Julian A. Miranda, City Manager
Negotiating Parties: Dynasty Realty / The Bravo Group
Under Negotiation: Price and terms of payment

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

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

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 a 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 discussed.

C. Conference with Legal Counsel - Anticipated Litigation
Initiation of Litigation
Pursuant to Government Code Sections 54954.5, 54956.9 (d)(4)

Number of Cases: 1

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

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 Communications and Records Supervisor Norma Ortiz

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Administration of Oaths of Office to Incoming City Commissioners

19. CONSENT CALENDAR

A. Approve the Minutes of the Special Meeting held December 11, 2024, Special Joint Meeting held December 11, 2024, Regular Meeting Held December 11, 2024, and Special Meeting held December 19, 2024

Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve

C. Contract Amendment No. 3 - Interwest Consulting Group
Department: Community Development

Recommendation:

1. Approve the attached contract Amendment No. 3 with Interwest Consulting Group for the preparation of the Comprehensive Zoning Ordinance Update, subject to City Attorney approval as to form; and

2. Adopt the attached Resolution No. 2024-93-3570, entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, APPROVING AMENDMENT NO. 3 WITH INTERWEST CONSULTING GROUP, AND APPROVING AN APPROPRIATION OF ADDITIONAL FUNDING FOR THE COMPREHENSIVE ZONING ORDINANCE UPDATE.”

D. Approve Purchase of Police Vehicle with Federal Asset Forfeiture Funds and Appropriate Funds for Such Use
Department: Police

Recommendation: That the City Council approve the bid submitted by Sierra Auto Group for the purchase of one new vehicle to be used for Police Department operations in the amount of $38,046.14 and adopt Resolution #2025-08-3596 regarding the appropriation of Asset Forfeiture funds for the purpose of the proposed vehicle purchase.

E. Receive and Appropriate Grant Funds from the State of California Board of State and Community Corrections' Byrne State Crisis Intervention Program
Department: Police

Recommendation: Adopt Resolution No. 2025- entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING STATE GRANT FUNDS FOR USE BY THE POLICE DEPARTMENT", subject to City Attorney approval as to form.

F. City Manager Employment Agreement Amendment
Department: City Attorney

Recommendation: That the City Council adopt Resolution No. 2025-09-3597, approving the attached Second Amendment to the City Manager's employment agreement, subject to City Attorney approval as to form; or provide alternative direction to staff regarding the attached employment agreement amendment.

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. Consideration of Appointment of ICF Boardmember
Department: City Clerk

Recommendation: **Adopt Resolution No. 2025-10-3598** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE RESIDENT REPRESENTATIVE MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION FOR A TERM EXPIRING JUNE 30, 2026".

22. PUBLIC HEARINGS

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

A. Irwindale Gateway Specific Plan
Department: Community Development

Recommendation:

City Manager's Recommendation : That the City Council consider the Planning Commission's Resolutions Nos. 834(24), 835(24), 836(24), 837(24), and 838(24) recommending the City Council certify the FEIR and approve the proposed Irwindale Gateway Specific Plan and associated entitlements; and:

1. Adopt Resolution No. 2025-01-3589, entitled "A RESOLUTION OF THE city council of the CITY OF IRWINDALE (1) CERTIFYing THE ENVIRONMENTAL IMPACT REPORT, STATE CLEARING HOUSE (SCH# 2023020290); (2) ADOPTing THE FINDINGS REQUIRED BY CEQA GUIDELINES, SECTION 15091; (3) ADOPTing THE PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM; AND (4) ADOPTing A STATEMENT OF OVERRIDING CONSIDERATIONS, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE IRWINDALE GATEWAY SPECIFIC PLAN";

2. Adopt Resolution No. 2025-02-3590, entitled "A RESOLUTION OF THE city council OF THE CITY OF IRWINDALE AMENDing THE COMMUNITY DEVELOPMENT ELEMENT AND LAND USE PLAN MAP OF THE CITY'S GENERAL PLAN (GPA NO. 02-2022) FROM REGIONAL COMMERCIAL TO SPECIFIC PLAN FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNs: 8532-002-046 AND 8532-002-047) AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF";

3. Direct the City Attorney to Read the title of the ordinance, waive further reading of the ordinance, and introduce for first reading Ordinance No. 787, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING ZONE ORDINANCE AMENDMENT NO. 02-2023 to add Irwindale gateway SPECIFIC PLAN to title 17 of the irwindale municipal code (IMC), DEFINING permitted uses, regulating the sizes and locations of buildings, specifying design GUIDELINES and development standards, addressing mobility and connectivity topics, identifying project infrastructure and services, and providing administrative and implementation language for property located at 13620 live oak lane, Irwindale, ca (APNs: 8532-002-046 AND 8532-

002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)";

4. Direct the City Attorney to Read the title of the ordinance, waive further reading of the ordinance, and introduce for first reading Ordinance No. 788, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE MODIFYING THE CITY OF IRWINDALE ZONING MAP (ZONE CHANGE NO. 02-2022) FROM M-2 (HEAVY MANUFACTURING) TO IRWINDALE GATEWAY SPECIFIC PLAN for property located at 13620 LIVE OAK LANE, IRWINDALE, CA (APNs: 8532-002-046 AND 8532-002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)"; and

5. Adopt Resolution No. 2025-05-3593, entitled "A RESOLUTION OF THE city council of the city of Irwindale APPROVing TENTATIVE PARCEL MAP NO. 83854 TO CREATE SEVEN (7) PARCELS FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-04) in the M-2 (HEAVY Manufacturing) Zone SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF."

Alternative Actions:

1. Direct staff to prepare resolutions of denial based on recommended findings of fact to be brought back at the next regularly scheduled City Council meeting for adoption; OR

2. Direct staff to work with the applicant to revise the project and continue the hearing to a date certain.

B. Approval of Proposed Use of Community Development Block Grant (CDBG) Allocation for Fiscal Year (FY) 2025-2026 along with reallocation of FY 2024-2025 Project Funding previously deferred on October 9, 2024.
Department: Finance

Recommendation:
That the City Council conduct a public hearing to receive public comments on the proposed use of the CDBG allocations for FY 2025-26 along with reallocation of FY 2024-2025 project funding previously deferred on October 9, 2024. The combined amounts will provide more funding for the sidewalk and access ramp project scheduled to be completed in FY 2025-26. Following the conclusion of the public hearing, Staff recommend that the City Council:

Adopt Resolution No. 2025-06-3594, entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2025-2026 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION AND REALLOCATE FISCAL YEAR 2024-2025 FUNDING AS PREVIOUSLY APPROVED,"** reading by title only and waving further reading thereof:

23. CITY MANAGER'S REPORT

24. REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

If a City Council Member is interested in a task or project, the City Council Member shall request that the item be agendized in this section.

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. Approve the Minutes of the Regular Meeting Held December 11, 2024

Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

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. Approve the Minutes of the Regular Meeting Held December 11, 2024
Department: City Clerk

Recommendation: Approve

34. SPONTANEOUS COMMUNICATIONS

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

35. NEW BUSINESS

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

36. PUBLIC HEARINGS

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

37. ADJOURN

AFFIDAVIT OF POSTING

I, Armando Hegdahl, Management Analyst, 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 January 8, 2025, be posted at the City Hall, Library, and Post Office on January 2, 2025.



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Armando Hegdahl, CMC
Management Analyst

IRWINDALE CITY COUNCIL CHAMBERS **DECEMBER 11, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **4:30 P.M.**

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

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

DOLORAS AMADOR — Doloras Amador stated that she ceded her speaking time to Dena Zepeda or Carmen Roman.

FRED BARBOSA — Fred Barbosa asked if members of the public would be allowed to speak after the workshop, to which Mayor Ambriz stated that comments from the public would be heard after the presentation.

WORKSHOP ON BATTERY ENERGY STORAGE SYSTEMS

DIRECTOR SIMPSON — Director Simpson introduced Craig Lewis, Executive Director of Clean Coalition, and Joshua Costello, Firefighter Specialist from LA County Fire, and Fire Prevention Division, Central Region Battalion Chief Frank Garrido.

CRAIG LEWIS — Craig Lewis presented a recap of the information that was presented at the first workshop held November 13, 2024.

JOSHUA COSTELLO — Joshua Costello provided an overview on how LA County Fire handles Battery Energy Storage Systems (“BESS”) projects. Specifically, he touched on how each BESS project undergoes extensive review, including a hazard mitigation analysis that would identify potential hazards and scenarios that could arise with the project, to ensure the intended level of safety and performance per the Fire Code. He added that most systems perform as designed with only minor incidents.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola requested that Mr. Costello elaborate on “runaway events”, to which Mr. Costello advised that such incidents would depend on the make and model of the battery cell, modules, and racks, and how they play into the specific site being considered. He noted that thermal runaway events can begin within an individual

cell or a group of cells when two chemicals that are supposed to remain separated come into contact with one another due to a deterioration of the separator, resulting in a chemical reaction that grows and consumes chemicals within that cell, creating a great deal of heat and potential gasses. He further advised, however, that a standard for testing the level of toxicity of such events does not exist..

Responding to a follow up question from Mayor Pro Tem Burrola, Mr. Garrido advised that that BESS project could pose extreme fire potential, which would be difficult to put out. He advised that exposure sprays are set up to cover the container, allowing it to go through a process of thermal runaway and burn itself out. Hazardous gasses would be considered poisonous in large quantities, which is why many of these types of projects are unmanned. He further advised that response times to these types of fires are generally three to five minutes from the closes fire station, similar to the response time for EMS.

COUNCILMEMBER ORTIZ — Councilmember Ortiz asked about the resulting effects on air quality, to which Mr. Garrido advised that the containers are designed to explode to relieve pressure, requiring the same type of Fire Dept. response as a commercial building fire, prompting evacuation of residents.

CRAIG LEWIS — Craig Lewis stated that he has participated in a meeting of the Los Angeles County Board of Supervisors along with Los Angeles County Fire Chief Marrone, where the Chief spoke about battery safety. He noted that multiple projects have already been deployed in the County with zero issues and noted that the Chief is very comfortable with the prepared emergency plans. He acknowledged an explosion at Otay but noted that the Otay project was made using a very old design, which caused gasses to accumulate, resulting in an explosion. Modern systems, however, are built differently whereby they vent directly to the air. He added that such sites would not typically explode; rather, they would vent and melt down in place.

CHIEF GARRIDO — Chief Garrido noted that he is in support of such a project and noted the Fire Department’s goal to maximize safety.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola asked about the size of containers and batteries, to which Mr. Lewis advised that battery containers could be as large as cargo containers or as small as 1.5 inches in diameter. A BESS such as the one being spoken about would contain tens of containers lined up with 8-foot spacing; the spacing of which is set to minimize any meltdown from one container jumping to another.

Mayor Pro Tem Burrola also asked about the number of BESS facilities in California, to which Mr. Lewis advised that dozens have already been deployed, with many dozes in the process of being deployed. Multiple BESS projects have been created in Los Angeles County, some of which have operated for years. Another is coming to Acton, CA.

CHIEF GARRIDO

Chief Garrido added that there is another one in unincorporated Los Angeles above Monterey Park and another in Santa Clarita. He added that one rack could contain up to a thousand batteries, and there could be 16 racks in one container.

DENA ZEPEDA

Dena Zepeda spoke against this type of project, citing environmental contamination concerns and the potential need to evacuate residents, to which Chief Garrido concurred that evacuations would sometimes require moving individuals to a shelter. He noted, however, that cities typically have facilities that could be turned into temporary shelters. He advised that the Fire Department does all it could to pass precautionary measures for the safety of all those concerned and added that the Fire Department is ready to handle these types of incidents.

Dena Zepeda stated that she has an article about an incident that occurred five years ago in Los Angeles where the site is still contaminating water. She requested that the Council consider that no residents have spoken in support of such a project.

CARMEN ROMAN

Responding to a question by Carmen Roman, Chief Garrido advised that BESS fires would be categorized the same as house fires. He noted that the containers are designed to vent product outside and, since it is lighter than air, it will rise and evaporate, diluting itself and creating a less-dangerous situation. He further advised that fire crews learned from the situation at Otay and has determined new tactics to combat fire through the experience.

Carmen Roman voiced concern over the potential hazards for such a project, to which Chief Garrido acknowledged that the technology is new for the CA area, though it has been used elsewhere, such as for residential solar battery storage systems. Mrs. Roman also asked where residents would be evacuated to, should it be necessary, to which Chief Garrido advised that part of evacuation procedures may include sheltering in place. Mrs. Roman also asked whether a fund would be set up in case the project causes any harm or injury.

MAYOR AMBRIZ

Mayor Ambriz stated at this point that the workshop would be continued to a future date since the Council must move on to its regular meeting.

COUNCILMEMBER ORTIZ — Responding to a question by Councilmember Ortiz, Director Simpson advised that staff could gather information from other cities that already have this type of project completed for presentation to the Council.

CRAIG LEWIS — Craig Lewis stated that Clean Coalition has been involved in a couple of battery projects in Santa Barbara County and would provide information to staff.

MARGUERITE LOPEZ — Responding to a question by Marguerite Lopez, City Attorney Guerra encouraged her to speak to Director Simpson. He also advised that this meeting was merely a workshop and did not apply to any specific project.

JAMES HUNLEY — James Hunley stated that he objected.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 5:29 p.m.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **DECEMBER 11, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **5:29 P.M.**

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

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

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

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA — Dena Zepeda requested to be allowed to speak for as long a those making presentations to the Council.

JAMES HUNLEY — James Hunley made allegations of toxic sites within the city's boundaries and stated that individuals are not ready for electric vehicles since they may cause their garages to catch fire.

FRED BARBOSA — Fred Barbosa stated that he was not comfortable with allowing fires at battery energy storage facilities to burn out and rather suggested extinguishing fires using "thermal blankets with moisturized sand".

SUZANNE GOMEZ — Suzanne Gomez suggested that the Council honor the city's forefathers and suggested that the battery energy storage facility may be one project the Council should pass up.

CONSENT CALENDAR

MOTION — A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Breceda, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 5A
REQUEST TO APPROVE AMEND. NO. 1 TO THE AMENDED AND RESTATED MOU BETWEEN THE CITY OF IRWINDALE AND THE CITY OF AZUSA

REQUEST TO APPROVE AMENDMENT NO. 1 TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF IRWINDALE AND THE CITY OF AZUSA FOR THE DEVELOPMENT OF THE CITY OF IRWINDALE-OWNED NORTH KINCAID PIT, WHICH IS LOCATED WITHIN THE BOUNDARIES OF BOTH JURISDICTIONS (APNS: 8616-022-905, 8616-022-906 & 8616-001-270)

The Amended and Restated Memorandum of Understanding between the City of Irwindale and the City of Azusa for the development of the City of Irwindale – owned North Kincaid Pit, which

is located within the boundaries of both jurisdictions, was approved, and the City Manager was authorized to execute the amended and restated Memorandum of Understanding, in a form acceptable to the City Attorney, on behalf of the City.

RECESS TO CLOSED SESSION

At 5:37p.m., the City Council met in Closed Session to discuss the following:

Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Evaluation performed, discussion held, direction provided; no reportable action.

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

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

ACTION: Update provided; direction provided to staff; no reportable action.

Property: 5059 Allen Drive (APN 8417-030-004)
Agency Negotiator: Theresa Olivares, Assistant City Manager
Negotiating Parties: HH and TJY Investment Company
Under Negotiation: Price and terms

ACTION: Discussed, update provided; direction provided to staff (Councilmember Breceda abstained and did not participate in the discussion due to a potential conflict of interest).

RECONVENE IN OPEN SESSION

At 6:08 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:31 p.m.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **DECEMBER 11, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:31 P.M.**

The Irwindale **CITY COUNCIL** 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; 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 corrected the fiscal impact section of Item 24H, corrected an amount shown in the resolution for Item 24K and noted that the plan for ARPA funding was amended and has been placed at the dais for Council review.

COUNCILMEMBER TRAVEL REPORTS None.

COUNCILMEMBER COMMENTS

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola commended Recreation Manager Zepeda and her staff for working hard to ensure the success of the recent Christmas Spectacular event. He added that it was a joy to meet Congressman-elect Gil Cisneros.

COUNCILMEMBER ORTIZ — Councilmember Ortiz, speaking on behalf of Our Lady of Guadalupe Catholic Church, thanked city staff, particularly those in the Police Department, for their assistance with the event and procession held over the weekend. He also thanked Athens for their donation of waste containers to the church.

MAYOR AMBRIZ — Mayor Ambriz spoke highly of the Christmas Spectacular event as well as the activities held during the weekend by Our Lady of Guadalupe Catholic Church.

DECLARING RESULTS OF NOVEMBER 5, 2024 ELECTION

ITEM NO. 17A
DECLARING RESULTS OF NOVEMBER 5, 2024, ELECTION

DECLARING RESULTS OF NOVEMBER 5, 2024, ELECTION

CHIEF DEPUTY CITY CLERK NIETO

Chief Deputy City Clerk Nieto presented the staff report.

RESOLUTION NO. 2024-107-3584 ADOPTED

Resolution No. 2024-107-3584, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, ACCEPTING THE OFFICIAL CANVASS AND OFFICIAL STATEMENT OF VOTES CAST FROM THE COUNT Y OF LOS ANGELES REGISTRAR RECORDER'S OFFICE, AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW," was adopted, on the motion of Councilmember Garcia, seconded by Councilmember Breceda, and unanimously approved.

ADMINISTRATION OF OATHS OF OFFICE TO MARK A. BRECEDA, LARRY G. BURROLA, AND MANUEL R. GARCIA

The administration of oaths of office to Mark A. Breceda, Larry G. Burrola, and Manuel R. Garcia, were conducted.

COUNCILMEMBER ORTIZ

Councilmember Ortiz congratulated Mayor Pro Tem Burrola and Councilmembers Breceda and Garcia on their reelections.

MAYOR AMBRIZ

Mayor Ambriz echoed Councilmember Ortiz's statement.

COUNCILMEMBER BRECEDA

Councilmember Breceda thanked his supporters for electing him to a 7th term. He also acknowledged West Covina Councilmember Brian Gutierrez, who was in the audience, and congratulated Councilmember Garcia and Mayor Pro Tem Burrola on their reelections.

COUNCILMEMBER GARCIA

Councilmember Garcia thanked all his supporters.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola thanked his wife and supporters, and congratulated Councilmembers Breceda and Garcia on their reelections.

REORGANIZATION OF THE CITY COUNCIL

CHIEF DEPUTY CITY CLERK NIETO — Chief Deputy City Clerk Nieto presented the staff report and invited nominations for Mayor.

COUNCILMEMBER GARCIA — Councilmember Garcia nominated Councilmember Breceda.

COUNCILMEMBER ORTIZ — Councilmember Ortiz nominated Councilmember Burrola.

ROLL CALL — There being no further nominations, Chief Deputy City Clerk Nieto closed nominations and conducted roll call on the nominations based in the order in which they were received. The nomination of Councilmember Breceda failed with Councilmembers Breceda and Garcia in favor; all others opposed. The nomination of Councilmember Burrola was successful, with Councilmembers Breceda and Garcia opposed, all others in favor.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz stated that it was an honor to serve as Mayor for the past year and thanked staff for their assistance.

MAYOR BURROLA — Mayor Burrola invited nominations for Mayor Pro Tem.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz nominated Councilmember Ortiz.

ROLL CALL — There being no further nominations, Mayor Burrola closed nominations, and, on roll call vote, Councilmember Ortiz was unanimously appointed to Mayor Pro Tem.

ROLL CALL OF NEWLY SEATED CITY COUNCIL — The roll call was conducted.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS — None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ITEM NO. 23A
FAREWELL MESSAGE FROM U.S. CONGRESS-WOMAN GRACE NAPOLITANO — FAREWELL MESSAGE FROM U.S. CONGRESSWOMAN GRACE NAPOLITANO

A video containing Congresswoman Grace Napolitano’s farewell message was played.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ambriz, seconded by Mayor Pro Tem Ortiz, to approve the Consent Calendar; The motion was unanimously approved; Councilmembers Breceda and Garcia abstaining on Item Nos. 24H, 24P, and 24Q due to potential conflicts of interest.

ITEM NO. 24A
APPROVE THE MINUTES OF THE SPECIAL / REGULAR / JOINT MEETINGS HELD OCTOBER 23, 2024, OCTOBER 30, 2024, AND NOVEMBER 13, 2024

APPROVE THE MINUTES OF THE SPECIAL / REGULAR / JOINT MEETINGS HELD OCTOBER 23, 2024, OCTOBER 30, 2024, AND NOVEMBER 13, 2024

The minutes of the special / regular / joint meetings held October 23, 2024, October 30, 2024, and November 13, 2024, were approved as presented.

ITEM NO. 24B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 24C
APPROVAL OF THE 2025 LOCAL APPOINTMENTS LIST

APPROVAL OF THE 2025 LOCAL APPOINTMENTS LIST

RESOLUTION NO. 2024-89-3566 ADOPTED

Resolution No. 2024-89-3566, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2025 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME," was adopted.

ITEM NO. 24D
DEVELOPMENT IMPACT FEE COMPLIANCE REPORT REQUIRED PURSUANT TO GOVERNMENT CODE § 66006

DEVELOPMENT IMPACT FEE COMPLIANCE REPORT REQUIRED PURSUANT TO GOVERNMENT CODE § 66006

The City Council received, reviewed, and filed the Development Impact Fee Compliance Report for Fiscal Year ending June 30, 2024.

ITEM NO. 24E
AWARD A PROFESSIONAL SERVICES AGMT. TO WILLDAN FINANCIAL SERVICES FOR DEVELOPMENT

AWARD A PROFESSIONAL SERVICES AGREEMENT TO WILLDAN FINANCIAL SERVICES FOR DEVELOPMENT IMPACT FEE STUDY UPDATE

The City Council authorized the City Manager to enter into a contract with Willdan Financial Services for a Development Impact Fee Study Update for an amount not to exceed $65,520.

IMPACT FEE STUDY UPDATE

ITEM NO. 24F
AMENDMENT NO. 1 TO CONTRACT SERVICES AGMT. WITH PLANETBIDS, INC. FOR ELECTRONIC PROCUREMENT SOFTWARE SYSTEM SERVICES

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH PLANETBIDS, INC. FOR ELECTRONIC PROCUREMENT SOFTWARE SYSTEM SERVICES

The City Council approved Amendment No. 1 to the Contract Services Agreement with PlanetBids, Inc. for Electronic Procurement (eProcurement) Software System Services, and the City Manager was authorized to enter into Amendment No. 1 to the Contract Services Agreement with PlanetBids, Inc., subject to City Attorney approval as to form.

ITEM NO. 24G
SECOND READING OF ORDINANCE NO 781, ADOPTION OF RESOLUTION NOS. 2024-99-3576 AND 2024-100-3577

SECOND READING OF ORDINANCE NO. 781 ESTABLISHING A SUPPLEMENTAL TRANSACTIONS AND USE TAX ORDINANCE, ADOPTION OF RESOLUTION NO. 2024-99-3576 APPROVING ADMINISTRATIVE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, AND RESOLUTION NO. 2024-100-3577 AUTHORIZING THE EXAMINATION OF TRANSACTIONS AND USE TAX RECORDS, AND APPROVING PROFESSIONAL SERVICES AGREMENT WITH HINTERLITER, DE LLAMAS AND ASSOCIATES

ORDINANCE NO. 781 ADOPTED ON SECOND READING

Ordinance No. 781, entitled:

“AN ORDINANCE OF THE PEOPLE OF THE CITY OF IRWINDALE, CALIFORNIA, ADDING CHAPTER 3.58 TO TITLE 3 OF THE IRWINDALE MUNICIPAL CODE TO ENACT A SUPPLEMENTAL TRANSACTIONS AND USE TAX (SALES TAX) AT A RATE OF ONE-QUARTER OF A PERCENT (1/4%), EFFECTIVE AFTER LOS ANGELES COUNTY MEASURE H EXPIRES OR REPEALS, TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION,” was passed, approved, and adopted on second reading, reading by title only and waiving further reading thereof, and

RESOLUTION NO. 2024-99-3576 ADOPTED

Resolution No. 2024-99-3576, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION TO ADMINISTER AND OPERATE THE CITY’S SUPPLEMENTAL TRANSACTIONS AND USE (SALES) TAX,” was adopted, and

RESOLUTION NO. 2024-100-3577 ADOPTED

Resolution No. 2024-100-3577, entitled:

“A RESOLUTION OF TRHE CITY COUNCIL OF THE CITY OF IRWINDALE DESIGNATING AND AUTHORIZING CERTAIN CITY

EMPLOYEES TO REVIEW AND EXAMINE THE CITY'S TRANSACTIONS AND USE TAX RECORDS OF THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION," was adopted.

ITEM NO. 24H
AMENDMENT TO POST OFFICE LEASE

AMENDMENT TO POST OFFICE LEASE

The City Council approved the Amendment to the Lease between the City of Irwindale and the United States Postal Service for the extension of the lease of the post office site located at 16025 Calle del Norte, Irwindale, and the City Manager was authorized to enter into a lease renewal agreement with the United States Post Office and broker agreement with Jones, Lang Lasalle Americas, Inc., subject to City Attorney approval as to form; Councilmembers Breceda and Garcia abstaining.

ITEM NO. 24I
UPDATE AND EXPENDITURE PLAN FOR USE OF THE REMAINING ARPA FUNDS

UPDATE AND EXPENDITURE PLAN FOR USE OF THE REMAINING AMERICAN RESCUE PLAN ACT (ARPA) FUNDING

The City Council received an update regarding the American Rescue Plan Act (ARPA) and

RESOLUTION NO. 2024-108-3585 ADOPTED

Resolution No. 2024-108-3585, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDINGF THE FY 2024-2025 OPERATING BUDGET AND APPROPRIATING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR VARIOUS CITY NEEDS," was adopted.

ITEM NO. 24J
APPROVAL OF MOU WITH THE IRWINDALE POLICE OFFICERS' ASSOC. (IPOA)

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE IRWINDALE POLICE OFFICERS' ASSOCIATION (IPOA)

The Memorandum of Understanding by and between the City of Irwindale and the Irwindale Police Officers' Association July 1, 2024 – June 30, 2027, was approved.

ITEM NO. 24K
AMENDMENT NO. 1 TO CONTRACT SERVICES AGMT. WITH NORMAL A. TRAUB ASSOCIATES LLC FOR PERSONNEL INVESTIGATIVE SERVICES AND RELATED BUDGET APPROPRIATION

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH NORMAN A. TRAUB ASSOCIATES LLC FOR PERSONNEL INVESTIGATIVE SERVICES AND RELATED BUDGET APPROPRIATION

RESOLUTION NO. 2024-101-3578
ADOPTED

Resolution No. 2024-101-3578, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE APPROPRIATION OF FIFTY-FIVE THOUSAND DOLLARS ($55,000.00) FROM GENERAL FUND RESERVES FOR PERSONNEL INVESTIGATIVE SERVICES BETWEEN THE CITY OF IRWINDALE AND NORMAL A. TRAUB ASSOCIATES LLC" was adopted, and Amendment No. 1 to Contract Services Agreement with Norman A. Traub LLC, was approved.

ITEM NO. 24L
CONTRACT AMEND. NO. 3 WITH LSCA

CONTRACT AMENDMENT NO. 3 WITH LSA

Amendment No. 3 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation and completion of the Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 500 Speedway Drive, Irwindale, CA 91706, was approved.

ITEM NO. 24M
CONTRACT AMEND. NO 2 – ENVIRONMENTAL SCIENCE ASSOCIATES

CONTRACT AMENDMENT NO. 2 – ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)

Amendment No. 2 to Agreement for Professional Services between the City of Irwindale and Environmental Science Associates (ESA) for a budget amendment in the amount of $139,581.00 to complete the Housing Element, Safety Element, and Environmental Justice Element and environmental document, was approved, and

RESOLUTION NO. 2024-103-3580
ADOPTED

Resolution No. 2024-103-3580, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING THE FISCAL YEAR (FY) 2024/2025 BUDGET BY APPROPRIATING $139,581.00 FOR AMENDMENT NO. 2 TO T HE PROFESSIONAL CONSULTING CONTRACT WITH ENVIRIONMENTAL SCIENCE ASSOCIATES (ESA) TO COMPLETE THE PREPARATION OF THE HOUSING ELEMENT, SAFETY ELEMENT, AND DEVELOPMENT OF AN ENVIRONMENTAL JUSTICE ELEMENT, AND THE APPROPRIATE ENVIRONMENTAL REVIEW DOCUMENT," was adopted.

ITEM NO. 24N
SECOND READING - ORDINANCE NO. 790 TO ADD CHAPTER 9.68 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE

SECOND READING – ORDINANCE NO. 790 TO ADD CHAPTER 9.68 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE

ORDINANCE NO. 790 ADOPTED ON SECOND READING

Ordinance No. 790, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, ADDING CHAPTER 9.68 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE TO PROHIBIT UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY," was passed, approved, and adopted on second reading, reading by title only and waiving further reading thereof.

ITEM NO. 24O
SECOND READING - ORDINANCE NO. 791 TO ADD CHAPTER 9.72 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE

SECOND READING – ORDINANCE NO. 791 TO ADD CHAPTER 9.72 OF TITLE 9 TO THE IRWINDALE MUNICIPAL CODE

ORDINANCE NO. 791 ADOPTED ON SECOND READING

Ordinance No. 791, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWIDNALE CHAPTER 9.72 OF TITLE 9 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT ANY UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS TO THE CITY OF IRWINDALE," was passed, approved, and adopted on second reading, reading by title only and waiving further reading thereof.

ITEM NO. 24P
APPROVAL OF CONSTRUCTION CHANGE ORDERS FOR THE AQUATIC CENTER SWIMMING POOL RENOVATION PROJECT

APPROVAL OF CONSTRUCTION CHANGE ORDERS FOR THE AQUATIC CENTER SWIMMING POOL RENOVATION PROJECT; P-1062

RESOLUTION NO. 2024-11-3588 ADOPTED

Resolution No. 2024-11-3588, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) APPROVING CONSTRUCTION CHANGE ORDER IN THE AMOUNT OF $290,856.92 FOR THE AQUATIC CENGTER SWIMMING POOL RENOVATION PROJECT (P-1062) TO INCREASE THE CONTRACT FROM $611,886.69 TO $902,743.61; AND (2) APPROVING AN UPDATED 10% PROJECT CONTINGENCY IN THE AMOUNT OF $90,274.36 TO COVER ANY UNFORSEEABLE CONDITIONS THAT MAY ARISE DURING CONSTRUCTION," was adopted; Councilmembers Breceda and Garcia abstaining.

ITEM NO. 24Q ACCEPTANCE OF THE CONSTRUCTION OF THE IRWINDALE PARK IMPROVEMENTS PROJECT PHASES IV & V – P-1011

ACCEPTANCE OF THE CONSTRUCTION OF THE IRWINDALE PARK IMPROVEMENTS PROJECT PHASES IV & V

The changes to the original scope of work were ratified and the improvements and maintenance responsibilities for the constructed improvements for the Irwindale Park Improvements Project Phase IV and V were accepted, the final construction project amount of $5,940,342.54 was approved, and:

RESOLUTION NO. 2024-110-3587 ADOPTED

Resolution No. 2024-110-3587, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING AN ADDITIONAL $607,674.02 FROM THE GENERAL FUND TO THE IRWINDALE PARK IMPROVEMENTS PROJECT PHASE IV AND V; P-1011," was adopted; Councilmembers Breceda and Garcia abstaining.

ITEM NO. 24R DECLARATION OF SURPLUS EQUIPMENT

DECLARATION OF SURPLUS EQUIPMENT

The Declaration of Surplus Equipment was received and filed.

END OF CONSENT CALENDAR

RECESS At 7:06 p.m., the Council took a short recess.

RECONVENE At 7:11 p.m., the Council reconvened in Open Session with all members present.

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA Dena Zepeda congratulated Mayor Burrola and Councilmembers Breceda and Garcia on their reelections and thanked the Recreation, Senior Center, Public Works Services for their hard work and collaboration in the amazing programs the City offers residents and spoke highly of the new City Hall Office Specialist Sasha Fuentes.

ABEL CASANOVA Abel Casanova, Field Representative for Assemblywoman Blanca Rubio, congratulated the reelected Councilmembers and recognized Councilmember Ambriz for his service as Mayor.

BRIAN GUTIERREZ Brian Gutierrez, Councilmember of the City of West Covina, presented certificates to the reelected Councilmembers.

ANONYMOUS An email submitted by an anonymous individual was read into the record wherein he congratulated Norma Ortiz for her promotion to Police Communications and Records Supervisor.

TERESA ORTIZ Teresa Ortiz congratulated the reelected Councilmembers, praised Marguerite Lopez for her efforts to become elected, and spoke in favor of pay raises for members of the Police Department.

NEW BUSINESS

ITEM NO. 26A
MAYOR'S APPOINTMENTS OF DELEGATES AND ALTERNATES

MAYOR'S APPOINTMENTS OF DELEGATES AND ALTERNATES

CITY MANAGER MIRANDA

City Manager Miranda presented the staff report.

RESOLUTION NO. 2024-106-3583 ADOPTED

Resolution No. 2024-106-3583, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY," was adopted on the motion of Councilmember Breceda, seconded by Councilmember Garcia, and unanimously approved.

ITEM NO. 26B
APPOINTMENT OF PARKS & RECREATION COMMISSIONERS

APPOINTMENT OF PARKS & RECREATION COMMISSIONERS

CITY MANAGER MIRANDA

City Manager Miranda presented the staff report.

MAYOR BURROLA

Mayor Burrola nominated Paula Fraijo to the Parks & Recreation Commission. The nomination was unanimously approved on Roll Call vote.

Mayor Burrola then nominated Nathan Romero to the Parks & Recreation Commission. The nomination was successful with all Councilmembers voting in favor, except for Councilmember Breceda, who opposed.

RESOLUTION NO. 2024-104-3581 ADOPTED

Resolution No. 2024-104-3581, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE," was adopted, thereby appointing Paula Fraijo and Nathan Romero to the Commission.

ITEM NO. 26C
APPOINTMENT OF SENIOR CITIZEN COMMISSIONER

APPOINTMENT OF SENIOR CITIZEN COMMISSIONER

CITY MANAGER MIRANDA — City Manager Miranda presented the staff report.

MAYOR BURROLA — Mayor Burrola nominated Iris Rodriguez to the Senior Citizen Commission. The nomination was unanimously approved on Roll Call vote.
Mayor Burrola then nominated Lorene Burrola to the Senior Citizen Commission. The nomination failed with Mayor Pro Tem Ortiz and Mayor Burrola voting in favor; all others opposed.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz nominated Linda Marez to the Senior Citizen Commission. The nomination was approved on Roll Call vote with all in favor except for Mayor Burrola, who opposed.

RESOLUTION NO. 2024-105-3582
ADOPTED — **Resolution No. 2024-105-3582**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE FOR TERMS EXPIRING DECEMBER 31, 2027," was adopted, thereby appointing Iris Rodriguez and Linda Marez to the Commission.

ITEM NO. 26D
ANNUAL REPORT BY CITY OF IRWINDALE INCLUSION SPECIALIST — ANNUAL REPORT BY CITY OF IRWINDALE INCLUSION SPECIALIST (VERBAL PRESENTATION)

INCLUSION SPECIALIST ACUNA — Inclusion Specialist Luana Acuna made a PowerPoint presentation.

MAYOR BURROLA — Mayor Burrola stated that the photos demonstrate the great need for such programs and spoke very highly of Specialist Acuna's work.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz concurred and stated that he hears only rave reviews of the activities.

COUNCILMEMBER ORTIZ — Councilmember Ortiz thanked Specialist Acuna and Recreation staff members who work toward arranging such wonderful programs.

PUBLIC HEARINGS — None.

CITY MANAGER'S REPORT

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

1) City offices, with the exception of the Police and Recreation Departments, will be closed from December 23 through November 5.
2) The City's website has recently been updated.

3) The City has hired Sully Miller to grind and pave the service road at Irwindale Park on December 14.
4) He also elaborated on upcoming Recreation and Senior Center events.

REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

COUNCILMEMBER AMBRIZ — Councilmember Ambriz requested that the 10-acre site on Allen Drive be placed on the agenda for discussion as it relates to future affordable-housing programs. He also requested for staff to strategize on the financing of said program. He then requested that any future "BESS" (Battery Energy Storage Systems) meetings be scheduled by themselves and not before other Council meetings since there is much to be discussed.

CITY MANAGER MIRANDA — City Manager Miranda stated that staff will work to schedule another BESS meeting as soon as possible. He added that staff is looking to hold a meeting in either January or February 2025 for the Allen Drive rezoning.

COUNCILMEMBER GARCIA — Councilmember Garcia requested that staff and the City Attorney collaborate to prepare a statement to clarify the City's position with respect to the Irwindale Speedway.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 8:01 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **DECEMBER 19, 2024**
5050 N. IRWINDALE AVENUE **THURSDAY**
IRWINDALE, CALIFORNIA 91706 **11:30 A.M.**

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

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

Absent: Councilmember Manuel R. Garcia

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.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Ambriz, seconded by Mayor Pro Tem Ortiz, to approve the Consent Calendar, except for Item Nos. 6A and 6F, which were removed for separate consideration. The motion was unanimously approved; Councilmember Breceda abstaining on Item No. 6B and Councilmember Garcia absent.

ITEM NO. 6B
AWARD A CONSTRUCTION CONTRACT TO LEONIDA BUILDERS, INC. FOR THE MORADA STREET – CMU BLOCK WALL IMPROVEMENT PROJECT, 5239 MORADA STREET

AWARD A CONSTRUCTION CONTRACT TO LEONIDA BUILDERS, INC. FOR THE MORADA STREET – CMU BLOCK WALL IMPROVEMENT PROJECT, 5239 MORADA STREET

The City Manager was authorized to enter into an agreement with Leonida Builders, Inc. in the amount of $118,200 for the Morada St. CMU Block Wall Improvement Project, 5239 Morada Street, and a 10% project contingency in the amount of $11,820 was approved to cover any unforeseeable conditions that may arise during construction; Councilmember Breceda abstaining.

ITEM NO. 6C
AWARD A CONTRACT TO CITYTECH SOLUTIONS FOR PERMIT TRACKING, DIGITAL PLAN CHECK, AND BUILDING & SAFETY INSPECTION SOFTWARE PROGRAM SYSTEM

AWARD A CONTRACT TO CITYTECH SOLUTIONS FOR PERMIT TRACKING, DIGITAL PLAN CHECK, AND BUILDING & SAFETY INSPECTION SOFTWARE PROGRAM SYSTEM

The City Manager was authorized to enter into an agreement with CityTech Solutions, Inc. for Permit Tracking, Digital Plan Check, and Building & Safety Inspection Software System in the amount of $73,000.00, a 20% contingency in the amount of $14,600.00 was approved to cover any additional custom programming fees/ costs associated with the new software during the contract, and

RESOLUTION NO. 2024-115-3592
ADOPTED

Resolution No. 2024-115-3592, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDING FISCAL YEAR 2024-2025 ADOPTED BUDGET TO APPROPRIATE $87,600 AND

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CITYTECH SOLUTIONS, INC. FOR THE PURCHASE OF SOFTWARE LICENSE AND SUBSCRIPTION FOR PERMIT TRACKING, DIGITAL PLAN CHECK, AND BUILDING SAFETY INSPECTION SYSTEM," was adopted.

ITEM NO. 6D
AWARD OF AS-NEEDED BUILDING AND SAFETY SERVICES

AWARD OF AS-NEEDED BUILDING AND SAFETY SERVICES

The City Council of the City of Irwindale authorized the City Manager to execute an agreement with Transtech Engineers, Inc. and JAS Pacific for As-Needed Building and Safety Division Plan Check and Inspection Services.

ITEM NO. 6E
RECEIVE AN UPDATE ON BUILDING & SAFETY DIVISION TRANSITION AND AWARD OF CONTRACT TO TRANSTECH ENGINEERS, INC. FOR BUILDING & SAFETY SERVICES

RECEIVE AN UPDATE ON BUILDING & SAFETY DIVISION TRANSITION AND AWARD OF CONTRACT TO TRANSTECH ENGINEERS, INC. FOR BUILDING & SAFETY SERVICES

The update on the City of Irwindale Building and Safety Division transition was received and filed, and:

RESOLUTION NO. 2024-112-3589 ADOPTED

Resolution No. 2024-112-3589, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(H) AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH TRANSTECH ENGINEERING, INC. FOR BUILDING AND SAFETY SERVICES," was adopted.

ITEM NO. 6G
AMEND THE EXPENDITURE PLAN FOR THE USE OF THE REMAINING AMERICAN RESCUE PLAN ACT (ARPA) FUNDING

AMEND THE EXPENDITURE PLAN FOR THE USE OF THE REMAINING AMERICAN RESCUE PLAN ACT (ARPA) FUNDING

RESOLUTION NO. 2024-113-3590 ADOPTED

Resolution No. 2024-113-3590, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE REALOCATION OF THE AMERICAN RESCUE PLAN (ARPA) FUNDS FOR VARIOUS CITY NEEDS," was adopted.

ITEM NO. 6H

CONSIDERATION OF PROPOSED PERSONNEL ADJUSTMENT

CONSIDERATION OF PROPOSED PERSONNEL ADJUSTMENT

RESOLUTION NO. 2024-114-3591 ADOPTED

Resolution No. 2024-114-3591, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-90-3567, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES," was adopted.

END OF CONSENT CALENDAR

ITEM NO. 6A
AWARD A CONSTRUCTION CONTRACT TO ROBERT CLAPPER CONSTRUCTION SERVICES, INC. DBA R.C. CONSTRUCTION SERVICES FOR THE PUBLIC LIBRARY IMPROVEMENT PROJECT

AWARD A CONSTRUCTION CONTRACT TO ROBERT CLAPPER CONSTRUCTION SERVICES, INC., DBA R.C. CONSTRUCTION SERVICES FOR THE PUBLIC LIBRARY IMPROVEMENT PROJECT

COUNCILMEMBER BRECEDA

Councilmember Breceda declared a potential conflict of interest and exited the Council Chambers at 11:35 a.m.

MAYOR BURROLA

Mayor Burrola requested that the Council be informed whenever there are change orders relating to the project, to which Director Chan advised that the project is straightforward and that staff does not anticipate any major change orders, except for those due to minor, unforeseen conditions, or when they are initiated by the City.

Mayor Burrola also asked about the schedule for the development of the parking lot and landscaping, to which Director Chan indicated that, since the project is being financed through a grant, the building itself must be completed by March 27, 2026. The development of the parking lot and landscaping will occur afterward and would take approximately three months to complete.

MAYOR PRO TEM ORTIZ

Mayor Pro Tem Ortiz asked clarifying questions regarding the project cost and contingency funding, which Director Chan explained. Mayor Pro Tem Ortiz requested that any change orders to this project as well as the Morada Street wall project, as well as their costs, be identified.

DIRECTOR CHAN

Director Chan stated that all items will be listed at the end of the project, including any change orders or added / removed items.

MOTION

A motion was made by Councilmember Ambriz, seconded by Mayor Burrola, to authorize the City Manager to enter into an agreement with Robert Clapper Construction Services, Inc. dba R.C. Construction Services in the amount of $8,084,701 for the Public Library Improvement Project and approve a 10% construction contingency in the amount of $808,470 to cover any unforeseeable conditions that may arise during construction. The motion was unanimously approved; Councilmembers Breceda and Garcia absent.

ITEM NO. 6F
RATIFICATION OF TOTAL CONTRACT AMOUNT FOR AND APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CLEAN COALITION FOR BATTERY ENERGY STORAGE SYSTEM (BESS) CONSULTATION SERVICES

RATIFICATION OF TOTAL CONTRACT AMOUNT FOR AND APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CLEAN COALITION FOR BATTERY ENERGY STORAGE SYSTEM (BESS) CONSULTATION SERVICES

COUNCILMEMBER BRECEDA

Councilmember Breceda returned to the Council Chambers at 11:47 a.m.

MAYOR BURROLA

In response to questions by Mayor Burrola, City Manager Miranda advised that Craig Lewis, with Clean Coalition, has previously made presentations to the Council regarding this matter. He added that he signed the contract authorizing Mr. Lewis to make presentations during the two recent workshops and asked for authorization to sign a new contract with Mr. Lewis so that he can make another presentation at the meeting of January 8.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz noted that the Council has previously requested that Mr. Lewis appear at the January meeting in person, to which City Manager Miranda stated that the request is part of the proposed contract, though if the Council were to deny its approval, Mr. Lewis would have little incentive to attend the meeting.

DIRECTOR BORHANI — Director Borhani added that approval of the subject contract would grant the City the opportunity to engage Mr. Lewis and bring him in as a consultant. He expressed his hope that the Council approve authorizing funding so that Mr. Lewis could attend the meeting and provide any necessary information.

MAYOR PRO TEM ORTIZ — Mayor Pro Tem Ortiz asked who recommended Clean Coalition, to which City Manager Miranda stated that staff conducted research and located Mr. Lewis, who has been involved in numerous other battery energy storage systems throughout the region.

Mayor Pro Tem Ortiz voiced concern over the high price of the presentations, noting that the first in-person presentation cost $9,900, while the second virtual presentation cost $2,500, and suggested selecting a different firm if the Council chooses to continue with a BESS project.

CITY MANAGER MIRANDA — City Manager Miranda asked whether the Council would be amenable to restructuring the contract, perhaps by charging an hourly rate rather than charging a specific amount per meeting.

MAYOR PRO TEM ORTIZ — Mayor Pro Tem Ortiz stated that a contract restructure would be acceptable. He then asked whether Mr. Costello with the Fire Department was also charging for participating in the presentations, to which City Manager Miranda advised that he has not charged.

CITY MANAGER MIRANDA — Responding to a question by City Manager Miranda, City Attorney Guerra mentioned that staff could remove the option to make presentations after the January 8 meeting from the contract as a way to lower the cost.

MAYOR PRO TEM ORTIZ — Mayor Pro Tem Ortiz stated that this would be acceptable, though he would still like to see whether the fixed rates could be changed to hourly rates.

MOTION — A motion was made by Mayor Pro Tem Ortiz, seconded by Councilmember Ambriz, to ratify the contract and approve Amendment No. 2 to the Professional Services Agreement with Clean Coalition for Battery Energy Storage System (BESS) Consultation Services, with the removal of Task E from the Schedule of Performance and for staff to determine whether there can be a reduction of the $5,000, and for the agreement to be approved subject as to form by the City Attorney. The motion was unanimously approved, Councilmember Garcia absent.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 12:01 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
December 2024

Payroll Batch	405-12-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
12/5/24			
	13 City Administrative Office		150.00
	14 Finance Department		150.00
	35 Police Department		2,250.00
	40 Recreation Department		200.00
	41 Aquatics Department		300.00
	42 Senior Citizens' Center		50.00
	57 Public Works - Services		150.00
		Gross Payroll	3,250.00
		Required Deductions	(630.88)
		Voluntary Deductions	-
		Net Payroll	2,619.12

Payroll Batch	407-12-24, 408-12-24, 409-12-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
12/12/24			
	11 City Council		1,731.15
	13 City Administrative Office		60,824.28
	14 Finance Department		28,833.76
	35 Police Department		249,453.43
	40 Recreation Department		35,193.01
	41 Aquatics Department		4,718.41
	42 Senior Citizens' Center		24,456.42
	44 Library		14,857.19
	51 Planning & Community Development		25,174.15
	52 Public Works - Engineering		36,152.05
	57 Public Works - Services		60,793.06
		Gross Payroll	542,186.91
		Required Deductions	(154,549.46)
		Voluntary Deductions	(27,190.30)
		Net Payroll	360,447.15

Payroll Batch	421-12-24		
DATE OF ISSUE	DEPARTMENT		AMOUNT
12/26/24			
	11 City Council		7,329.15
	13 City Administrative Office		60,734.73
	14 Finance Department		34,225.33
	35 Police Department		233,434.17
	40 Recreation Department		35,360.02
	41 Aquatics Department		3,870.24
	42 Senior Citizens' Center		22,262.30
	44 Library		17,657.36
	51 Planning & Community Development		26,141.08
	52 Public Works - Engineering		31,334.63
	57 Public Works - Services		57,076.98
		Gross Payroll	529,425.99
		Required Deductions	(161,030.74)
		Voluntary Deductions	(22,717.86)
		Net Payroll	345,677.39

Electronic Payments

December 2024

December 1 - 31, 2024

Number	Vendor Name	Date	Amount
WFB-47	CJPIA Excess Pool	12/9/2024	9,048.60
ACH	US Bank	12/10/2024	23,576.74
		Report Total:	32,625.34

Item #19.C.

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Contract Amendment No. 3 - Interwest Consulting Group

City Manager's Recommendation:

1. Approve the attached contract Amendment No. 3 with Interwest Consulting Group for the preparation of the Comprehensive Zoning Ordinance Update, subject to City Attorney approval as to form; and

2. Adopt the attached Resolution No. 2024-93-3570, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, APPROVING AMENDMENT NO. 3 WITH INTERWEST CONSULTING GROUP, AND APPROVING AN APPROPRIATION OF ADDITIONAL FUNDING FOR THE COMPREHENSIVE ZONING ORDINANCE UPDATE."

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Marilyn Simpson

Prepared by:

Marilyn Simpson, AICP, Community Development Director

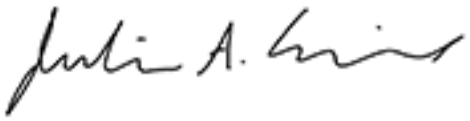
Reviewed by:

Adrian R. Guerra, City Attorney

K. Borhani

Kambiz Borhani, Finance Director / City Treasurer

Approved by:



Julian A. Miranda, City Manager

Background and Analysis:

On March 25, 2020, the City Council approved the Professional Consulting Contract with Interwest Consulting Group (Interwest) for the preparation of a Comprehensive Zoning Ordinance update, optional tasks and applicable environmental review for a total cost of $214,860. Of this amount, $125,000 was to be funded from the $160,000 SB 2 Planning Grant Program the City was awarded on February 24, 2020.

On December 8, 2021, the City Council approved Amendment No. 1 to revise the "Schedule of Performance". Although project was anticipated to be completed by June 2021, due to the multiple factors, including the pandemic, scheduling conflicts, limited staffing, and changes in land use legislation, the timeline to complete the project was delayed. Amendment No. 1 established a revised "Schedule of Performance", plus an additional fee of $25,000 that carried the project through January 2023 and brought the contract total to $239,860. On September 13, 2023, the City Council approved Amendment No. 2 to revise the "Schedule of Performance". Though the project was expected to be completed by January 2023, because of new state mandates regarding housing, the desire to provide additional time for community review, and completion of the environmental analysis, the timeline to finalize the project was adjusted to February 2024.

Since September 13, 2023, below is the series of public meetings that have been conducted relating to the Zoning Code update:

- September 20, 2023 – Draft Zoning Code update presented to Planning Commission. Staff was instructed to conduct a community survey regarding the rezoning of residential properties from A-1 to R-1. Additionally, minor corrections were received from the Commission.
- October 30, 2023 – Commission did not conduct a public hearing and continued the matter to a date uncertain, received further comments from the public, and directed staff to extend the survey submission deadline to November 8, 2023.
- November 13, 2023 – Commission voted to continue item to a future date.
- February 21, 2024 – Draft Zoning code Update was presented to the Commission and the Commission adopted PC Resolution No. 819(23), recommending that the City Council adopt Ordinance No. 772, repealing and replacing Title 17 "Zoning" of the Irwindale Municipal Code in its entirety with a Comprehensive Zoning Code Update.
- April 10, 2024 - The draft Title 17 Zoning Code Update was presented to the City Council at a public hearing where the City Council heard comments from the public and directed staff to have the Planning Commission review the zoning code update considering the public comments received.
- July 10, 2024 - The draft Title 17 Zoning Code update was again presented to the Planning Commission and several recommendations were received from the Commission requiring further discussion.
- August 21, 2024 – The draft Title 17 Zoning Code update was again presented to the Planning

Commission and several recommendations were received from the Commission.

- September 18, 2024 - The draft Title 17 Zoning Code update was again presented to the Planning Commission and several recommendations were received from the Commission.
- December 18, 2024 – The draft Title 17 Zoning Code update was again presented to the Planning Commission and several recommendations were received from the Commission.

Amendment No. 3 is required due to the additional public meetings, revisions to the draft Title 17 Zoning Code update, and supplementary analysis requested by the Commission. Amendment No. 3 will allow the consultant to finalize the City's Zoning Code Update for City Council's adoption by June 2025.

The extended project timeline will include project coordination with City staff, two Planning Commission and two City Council meetings, preparation of meeting materials, and preparation of final draft and final Zoning Code document. An appropriation of $44,500 from the mining impact fund and general fund is required to complete this project, resulting in a total Contract Sum of $284,360.

Fiscal Impact:

Amendment No. 3 will result in an amended contract sum totaling $284,360, requiring an additional appropriation of $44,500.00. The additional appropriation requires $26,700 (Mining Impact Fund (60%)) and $17,800 (General Fund (40%)).

Attachments:

1. A - Resolution No. 2024-93-3570_Interwest Amendment No 3
2. B - Interwest Professional Services Contract Amendment No. 3 12.19.24

ATTACHMENT "A"

RESOLUTION NO. 2024-93-3570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING CONTRACT AMENDMENT NO. 3 WITH INTERWEST CONSULTING GROUP, AND APPROVING AN APPROPRIATION OF ADDITIONAL FUNDING FOR THE COMPREHENSIVE ZONING ORDINANCE UPDATE

WHEREAS, Title 17 of the Irwindale Municipal Code consists of the City's Zoning Ordinance, for which various amendments have been adopted throughout the years and currently requires a Comprehensive Zoning Ordinance Update ("Update") to properly meet the current and future needs of the City; and

WHEREAS, after a Request for Proposals (RFP) process, on March 25, 2020, the City Council approved a Professional Consulting Services Contract with Interwest Consulting Group to perform the Update; and

WHEREAS, the professional services contract between the City and Interwest Consulting Group ("Agreement") for the Update was approved, with a total Contract Sum of $214,860, for which sufficient funds were included in the FY 2019-2020 Community Development Budget funded by the General Fund; and

WHEREAS, during the City Council meeting on March 25, 2020, City Staff was directed to confirm whether alternate funding sources would be eligible to fund a portion of the cost of the Update; and

WHEREAS, on February 24, 2020, the City received notification from HCD that the City's application for an SB 2 Planning Grant was approved and the City was awarded $160,000 in grant funds; and

WHEREAS, during the City Council meeting on April 22, 2020, the City Council approved the appropriation of $125,000 of the $160,000 SB2 Planning Grant funds to be used toward the Contract Sum per the Council's prior directive to find alternative funding sources; and

WHEREAS, additional funds from the Mining Impact Fund of up to $89,860 were also identified by staff as an alternate funding source to fund the cost of the Contract Sum per the Council's prior directive to find alternative funding sources; and

WHEREAS, although the Update was anticipated to be completed by June 2021, due to the multiple factors, including the pandemic, scheduling conflicts, limited staffing, and changes in land use legislation, the timeline to complete the project has been delayed. On December 8, 2021, the City Council approved the first Amendment to the Agreement ("First Amendment"), to revise the "Schedule of Performance" due to these delays, plus an additional fee of $25,000 that carried the project through January 2023 and brought the contract total to $239,860; and

WHEREAS, on September 13, 2003, the City Council approved the second Amendment to the Agreement ("Second Amendment"), amending the schedule of performance, increasing the contract sum, and the incorporation of new mandates under new state housing legislation that are outside of the original scope of the project; and

WHEREAS, there have been several request for additional public meetings, revisions to the draft Title 17 Zoning code update, and supplementary analysis requested resulting in a third amendment to the Agreement ("Third Amendment") to amend the schedule of performance and an increase in the contract sum as a result of the additional services; and

WHEREAS, the Second Amendment contract sum totaled $239,860 and the Third Amendment requires an additional appropriation of $44,500 ($26,700 from the mining impact fund (60%) and $17,800 General Fund (40%)), resulting in an amended contract sum of $284,360.

WHEREAS, Section 1.9 of the Agreement requires that any increase in compensation to the Agreement in excess of $25,000 must be approved by the City Council; and

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

SECTION 1. The City Council hereby finds the Recitals above true and correct and incorporates them herein by this reference.

SECTION 2. The City Council does hereby approve the Third Amendment to the Contract Services Agreement between the City of Irwindale and Interwest Consulting Group, attached hereto as "Exhibit A".

SECTION 3. The City Council hereby approves an amendment to FY 2024-2025 adopted budget and an appropriation of $44,500 for completion of the comprehensive zoning code update; $26,700 (Mining Impact Fund (60%)) and $17,800 (General Fund (40%)).

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

PASSED, APPROVED and **ADOPTED** this 8th day of January 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2024-93-3570 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 8th day of January 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT "A"

AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENTBETWEEN THE CITY OF IRWINDALE AND INTERWEST CONSULTING GROUP

THIS AMENDMENT NO 3 TO CONTRACT SERVICES AGREEMENT (this "Amendment No. 3"), is made and entered into this 8th day of January 2025, by and between the City of Irwindale, a California municipal corporation ("City"), and Interwest Consulting Group, a California corporation ("Consultant" or "Interwest"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement, (herein "Agreement") dated January 8, 2025, for Preparation of the Ordinance, Community Outreach, and Adoption of the Irwindale Zoning Ordinance Update, as those terms are defined in the Agreement.

B. The Agreement established a maximum Contract Sum of Two Hundred Fourteen Thousand Eight Hundred and Sixty Dollars ($214,860.00).

C. On September 13, 2023, the City Council approved Amendment No. 2, amending section 3.2 of the Agreement and updating the Schedule of Performance; and amended section 2.1 of the Agreement increasing the Contract Sum from $214,860 to $240,360.

D. By this Amendment No. 3, City and Consultant desire to amend the Agreement in accordance with the provisions of section 2.1 of the Agreement to increase in the Contract Sum by **$44,500.00** from $240,360.00 to $284,860.00.

E. By this Amendment No. 3, City and Consultant desire to amend the Agreement in accordance with the provisions of section 3.2 of the Agreement to account for a revised Schedule of Performance.

F. Pursuant to Section 1.9 of this Agreement, any increase in compensation up to ten percent (10%) of the Contract Sum or $25,000 may be approved by the Contract Officer. Any increase in compensation exceeding $25,000 must be approved by the City Council. The City Council has approved this amendment to the Agreement pursuant to Section 1.9.

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

1. Section 2.1 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

> "Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed

~~TWO HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED SIXTY DOLLARS~~ ($214,860.00) ~~*TWO HUNDRED FORTY THOUSAND THREE HUNDRED SIXTY DOLLARS ($240,360.00)*~~ ***TWO HUNDRED EIGHTY-FOUR THOUSAND EIGHT HUNDRED SIXTY DOLLARS ($284,860.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.''

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

"Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", dated ~~December 2, 2021~~ ~~*August 15, 2023*~~ ***June 30, 2025***, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) day cumulatively."

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

4. Except as expressly amended hereby, the Agreement remains in full force and effect as originally executed. All rights and obligations of the parties under the Agreement that are not expressly amended by this amendment shall remain unchanged.

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

Interwest Consulting Group

1500 S. Haven Ave., Suite 220
Ontario, CA 91761

By:_____
Name: Paul Meschino
Title: President

By:_____
Name:
Title:
Address:

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

Exhibit "C-1" of the Agreement entitled "Consultants Billing Rates" shall be substituted and superseded in its entirety as follows:

EXHIBIT "C-1"

CONSULTANTS BILLING RATES/COST FOR SERVICES

Proposal Dated December 19, 2024

Classification	Hourly Billing Rate
Planning Services	
Community Development Director	$225
Planning Manager	200
Project Manager	200
Principal Planner	180
Senior Planner	165
Associate Planner	135
Assistant Planner	110
Planning Technician	90
Grant Writing	
Grant Manager	165
Grant Writer	155

Fee Estimate: $44,500

Interwest Billing Rates

Effective July 1, 2024

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI -U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

We have outlined our proposed scope of services to finalize and adopt the City's updated Zoning Code and Design Guidelines documents by June 2025. This includes the following tasks below:

- Project coordination with City staff such as attending virtual meetings or other calls as needed (24 hours)
- Preparation of adoption meeting materials including presentations, map exhibits, and graphics (100 hours)
- Preparation of the final draft and the final Zoning Code and Design Guidelines documents, addressing comments and revisions directed by the City (100 hours)
- Attendance at up to three Planning Commission meetings and two City Council meetings (50 hours)

Schedule: Approximately six months, ending in June 2025.

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

EXHIBIT "A"

SCHEDULE OF PERFORMANCE/TIMELINE

Proposal Dated December 19, 2024

Project Schedule	
Milestones	Timeframe
Project Initiation	**Spring 2020**
Existing Conditions Analysis and Zoning Code Review	**Summer-Fall 2020**
Administrative Draft Zoning Code	**Winter 2021 – Summer 2022**
Public Review Draft Zoning Code	**Fall 2022 – Summer 2023**
Joint Planning Commission/City Council Study Session	**July 19, 2023**
Environmental Analysis	**July - September 2023**
Final Draft Zoning Code	**August – September 2023**
Adoption Hearings/Final Zoning Code Document	**September 2023 – June 2025**

Item #19.D.

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve Purchase of Police Vehicle with Federal Asset Forfeiture Funds and Appropriate Funds for Such Use

City Manager's Recommendation:

That the City Council approve the bid submitted by Sierra Auto Group for the purchase of one new vehicle to be used for Police Department operations in the amount of $38,046.14 and adopt Resolution #2025-08-3596 regarding the appropriation of Asset Forfeiture funds for the purpose of the proposed vehicle purchase.

Administrative Action:

Submitted by:

Chris Hofford, Chief of Police

Prepared by:

Chris Hofford, Chief of Police

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Safe and fiscally responsible vehicles are required for the efficient operations of the Police Department. Such vehicles routinely require replacement when they reach the end of their serviceable life period, a time during which vehicles incur far more maintenance costs than newer vehicles do. Older vehicles are less reliable, are routinely out of service for repairs, and lack the modern safety features that newer vehicles possess.

The Police Department has identified a vehicle in its fleet which meets all the above-listed criteria for replacement. The vehicle is part of the Detective Bureau's fleet of vehicles. It has reached the end of its serviceable life and requires extensive maintenance to sustain its usability. As such, Police Department staff requests that the City Council consider this request for the vehicle's replacement.

Fiscal Impact:

The attached resolution allows for the appropriation of $38,046.14 in federal asset forfeiture for the purchase and outfitting of a police vehicle.

Attachments:

1. Form.Informal Bid-Quote-fillable--DB Unit
2. Informal Bid Quote DB Unit
3. Resolution No. 2025-

CITY OF IRWINDALE
Informal Bid/Quote Form

A minimum of 3 bids must be attached to this form in order to process a PO.

Project Name Detective Vehicle Project or Quote No. _____

Brief Description of Item(s) being purchased: Replace an aging detective vehicle with approximately 135,000 miles. Vehicle to be used for UC operations as well.

Quantity: 1 Size: N/A Specs: N/A

---

1. Company Name Sierra Honda Auto Group
Address 1450 S. Shamrock Ave. Monrovia CA 91016
Phone (626) 879-2934 E-mail tredd@drivesierrahonda.com
Unit Cost (s) $ 38,046.14 Total $ 38,046.14

2. Company Name Goudy Honda
Address 1400 W. Main St. Alhambra CA 91801
Phone (626) 576-1114 E-mail AlfonsoCabral@GoudyHonda.cmdlr.com
Unit Cost (s) $ 39,177.73 Total $ 39,177.73

3. Company Name Norm Reeves Honda
Address 1840 E. Garvey Ave S, West Covina CA 91791
Phone (888) 694-5544 E-mail David.Ochoa@drive.normreeveswc.com
Unit Cost (s) $ 38,607.00 Total $ 38,607.00

☒ Accept the lowest bid of Sierra Honda Auto Group
(Name of Bidder)

☐ Accept the bid of _____. See remarks section below.
(Name of Bidder)

☐ Reject all bids. See remarks section below.

IF THE AWARD IS TO BE MADE TO OTHER THAN THE LOW BIDDER, PLEASE PREPARE A COMPLETE AND FULL JUSTIFICATION OF THE REASON FOR REJECTION. You may write your justification below and obtain the necessary authorized signatures (i.e. department head). If you have any questions, please contact ext. 268.

REMARKS: (All bids are periodically audited; therefore, all exceptions to and rejections of low bids shall be documented.)

Bids obtained by: Lt. Jose Vargas Date: 12/16/24

Department Head Signature: Christopher P. Hofford Digitally signed by Christopher P. Hofford DN: OU=Police Department, O=City of Irwindale, CN=Christopher P. Hofford, E=chofford@irwindaleca.gov Reason: I am approving this document Location: Date: 2024.12.16 14:19:23-08'00' Foxit PDF Reader Version: 2024.2.2 Date: 12/16/24

Purchasing Officer Signature: _____ Date: _____

Revised 10/2/18

CITY OF IRWINDALE
Informal Bid/Quote Form

A minimum of 3 bids must be attached to this form in order to process a PO.

Project Name Detective Vehicle Project or Quote No. _____

Brief Description of Item(s) being purchased: Replace an aging detective vehicle with approximately 135,000 miles. Vehicle to be used for UC operations as well.

Quantity: 1 Size: N/A Specs: N/A

---

1. Company Name Sierra Honda Auto Group
Address 1450 S. Shamrock Ave. Monrovia CA 91016
Phone (626) 879-2934 E-mail tredd@drivesierrahonda.com
Unit Cost (s) $ 38,046.14 Total $ 38,046.14

2. Company Name Goudy Honda
Address 1400 W. Main St. Alhambra CA 91801
Phone (626) 576-1114 E-mail AlfonsoCabral@GoudyHonda.cmdlr.com
Unit Cost (s) $ 39,177.73 Total $ 39,177.73

3. Company Name Norm Reeves Honda
Address 1840 E. Garvey Ave S, West Covina CA 91791
Phone (888) 694-5544 E-mail David.Ochoa@drive.normreeveswc.com
Unit Cost (s) $ 38,607.00 Total $ 38,607.00

☒ Accept the lowest bid of Sierra Honda Auto Group
(Name of Bidder)

☐ Accept the bid of _____. See remarks section below.
(Name of Bidder)

☐ Reject all bids. See remarks section below.

IF THE AWARD IS TO BE MADE TO OTHER THAN THE LOW BIDDER, PLEASE PREPARE A COMPLETE AND FULL JUSTIFICATION OF THE REASON FOR REJECTION. You may write your justification below and obtain the necessary authorized signatures (i.e. department head). If you have any questions, please contact ext. 268.

REMARKS: (All bids are periodically audited; therefore, all exceptions to and rejections of low bids shall be documented.)

Bids obtained by: Lt. Jose Vargas Date: 12/16/24

Department Head Signature: Christopher P. Hofford Date: 12/16/24

Digitally signed by Christopher P. Hofford
DN: OU=Police Department, O=City of Irwindale, CN=Christopher P. Hofford, E=chofford@irwindaleca.gov
Reason: I am approving this document
Location:
Date: 2024.12.16 14:19:23-08'00'
Foxit PDF Reader Version: 2024.2.2

Purchasing Officer Signature: _____ Date: _____

Revised 10/2/18

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPROPRIATION OF ASSET FORFEITURE FUNDS FOR THE PURCHASE AND OUTFITTING OF ONE POLICE SERVICE VEHICLE

WHEREAS, properly functioning police vehicles are vital to providing basic community patrol crime prevention to the citizens of Irwindale; and

WHEREAS, one (1) vehicle in the Police Department's fleet requires replacement
as it has surpassed its useful asset life and now requires increasingly cost-prohibitive maintenance costs; and

WHEREAS, the Police Department wishes to purchase one (1) new vehicle as a replacement to be used for the Police Department operations in the City of Irwindale using Asset Forfeiture funds; and

WHEREAS, Irwindale Municipal Code Section 3.44.100 provides that purchases of equipment may be made by an informal bid process consisting on at least three bids; and

WHEREAS, staff have obtained three informal bids for the purchase of the proposed replacement vehicle from different suppliers; and

WHEREAS, the Sierra Auto Group provided the lowest bid for the proposed replacement vehicle with a bid of $38,046.14.

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

SECTION 1. The City Council hereby finds that appropriating the use of Asset Forfeiture Funds for the purchase of the police service vehicle in the amount of $38,046.14 related to and in support of Irwindale Police Department's official law enforcement operations and investigations and providing equipment for official law enforcement duties is compliant with federal and state law requirements.

SECTION 2. The recitals set forth above are true and correct and incorporated herein by this reference.

SECTION 3. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 8th day of January 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura Nieto,
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025- was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 8th day of January 2025, by the following vote:

Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura Nieto
Chief Deputy City Clerk

Item #19.E.

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Receive and Appropriate Grant Funds from the State of California Board of State and Community Corrections' Byrne State Crisis Intervention Program

City Manager's Recommendation:

Adopt Resolution No. 2025- entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING STATE GRANT FUNDS FOR USE BY THE POLICE DEPARTMENT", subject to City Attorney approval as to form.

Administrative Action:

Submitted by:

Chris Hofford, Chief of Police



Prepared by:

Chris Hofford, Chief of Police



Reviewed by:

Adrian R. Guerra, City Attorney

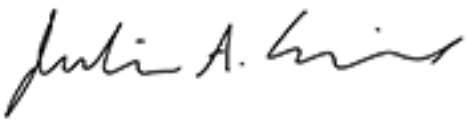


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Irwindale Police Department staff applied for and received approval for firearms safety grant funding for the two specific purposes of (1) purchasing new firearms storage equipment for use in the Property

and Evidence Room, and (2) the purchase of gun locks and/or lock boxes for distribution to the community.

Fiscal Impact:

There will be no negative impact to the General Fund. Grant activities will be funded solely by the grant with no required match from the City.

Attachments:

1. Resolution No. 2025-11-3599
2. Byrne SCIP Contract City of Irwindale Agreement #1305-24

RESOLUTION NO. 2025-11-3599

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING STATE GRANT FUNDS FOR USE BY THE POLICE DEPARTMENT

WHEREAS, the Irwindale Police Department continually seeks to improve the quality of service to the community by seeking outside sources of funding; and

WHEREAS, the Irwindale Police Department has applied for grant funding through the State of California Board of State and Community Corrections; and

WHEREAS, the Irwindale Police Department has received approval to receive $26,548 in grant funds for the two purposes of (1) purchasing new firearms storage equipment for the Property & Evidence Room, and (2) purchasing and distributing firearm locks and lock boxes to the community; and

WHEREAS, the Irwindale Police Department wishes to accept said grant funds and appropriate the funds for the use of the listed purposes.

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

SECTION 1. State of California grant funds obtained through the State of California Board of State and Community Corrections in the amount of $26,548 are approved, and the City Council authorizes and approves acceptance of this amount for the listed purposes.

SECTION 2. The City Manager, Chief of Police, and/or Director of Finance are hereby authorized to take all necessary steps to implement the intent of this resolution and execute any necessary grant documents and approvals. All previous actions taken are hereby ratified and approved.

SECTION 3. Authorize the Finance Director to amend the FY 2024-2025 adopted budget by accepting and appropriating the $26,548 funds to Police Department's budget for the purchase of the listed purposes as approved by the grant funds.

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

PASSED, APPROVED AND ADOPTED this 8th day of January 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura Nieto,
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-11-3599 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 8th day of January 2025, by the following vote:

Councilmembers:

NOES: Councilmembers:
ABSTAIN: Councilmembers:
ABSENT: Councilmembers:

_____
Laura Nieto
Chief Deputy City Clerk

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID: 5227-BSCC130524

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORIITY NUMBER (If Applicable)
BSCC 1305-24	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

City of Irwindale

2. The term of this Agreement is:

START DATE

JULY 15, 2024

THROUGH END DATE

SEPTEMBER 30, 2026

3. The maximum amount of this Agreement is:

$26,548.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Exhibit E	FY 2022-2023 Byrne State Crisis Intervention Program (SCIP) Federal Conditions	19
Attachment 1*	Byrne State Crisis Intervention Program (SCIP) Grant Request for Proposals	*
Attachment 2	Byrne SCIP Grant Proposal	16
Appendix A	Byrne SCIP Advisory Board Roster	1
Appendix C	Key Partner Commitment Form(s)	1
Appendix D	Criteria for Non-Governmental Organizations Receiving Subawards	2
Appendix E	Governing Board Resolution	
Appendix F	Certification of Compliance with BSCC Policies Regarding Debarment, Theft, Fraud & Embezzlement	1
Appendix G	Project Work Plan	2

** This item is hereby incorporated by reference and can be viewed at: https://www.bscc.ca.gov/byrne-state-crisis-intervention-program/*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CITY OF IRWINDALE

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5050 N Irwindale Avenue	Irwindale	CA	91706
PRINTED NAME OF PERSON SIGNING	TITLE		
Chris Hofford	Chief of Police		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
✍			

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING	TITLE		
COLLEEN CURTIN	Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
✍			

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Byrne State Crisis Intervention Program (SCIP) Grant

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and City of Irwindale (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The goal of the BSCC Byrne State Crisis Intervention Program funding is to develop a multipronged approach to decreasing gun violence in California, supporting local jurisdictions in their efforts to improve firearms relinquishment procedures and supporting the enhancement of programs that address behavioral health issues, with a focus on people who are at higher risk for gun violence.

B. Grantee agrees to administer the project in accordance with Attachment 1: Byrne State Crisis Intervention Program (SCIP) Grant Request for Proposals (incorporated by reference) and Attachment 2: Byrne SCIP Grant Proposal, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Chris Hofford
Title: Chief of Police
Address: 5050 N Irwindale Avenue, Irwindale, CA 91706
Phone: (626) 430-2244

Designated Financial Officer authorized to receive warrants:

Name: Kambiz Borhani
Title: Finance Director/City Treasurer
Address: 5050 N Irwindale Avenue, Unit D, Irwindale, CA 91706
Phone: (626)430-2222
Email: kborhani@irwindaleca.gov

Project Director authorized to administer the project:

Name: Jose Vargas
Title: Operations Division Lieutenant
Address: 5050 N Irwindale Avenue, Irwindale, CA 91706
Phone: (626)430-2244
Email: jvargas@irwindaleca.gov

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Byrne SCIP Request for Proposals (incorporated by reference) and Attachment 2: Byrne SCIP Grant Proposal.

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods	**Due no later than:**
1. July 15, 2024 to September 30, 2024	October 15, 2024
2. October 1, 2024 to December 31, 2024	January 15, 2025
3. January 1, 2025 to March 31, 2025	April 15, 2025
4. April 1, 2025 to June 30, 2025	July 15, 2025
5. July 1, 2025 to September 30, 2025	October 15, 2025
6. October 1, 2025 to December 31, 2025	January 15, 2026
7. January 1, 2026 to March 31, 2026	April 15, 2026
8. April 1, 2026 to June 30, 2026	July 15, 2026
9. July 1, 2026 to July 15, 2026	July 31, 2026

Note: Project activity period ends July 15, 2026. The period of July 16, 2026 to September 30, 2026 is for completion of Final Local Evaluation Report and financial audit only.

B. **Evaluation Documents**	**Due no later than:**
1. Local Evaluation Plan	December 31, 2024
2. Final Local Evaluation Report	September 30, 2026

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

EXHIBIT A: SCOPE OF WORK

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Byrne SCIP Advisory Board (See Appendix A) from receiving funds from the grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Byrne SCIP Advisory Board membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Byrne SCIP Advisory Board.

B. In cases of an actual conflict of interest with an Advisory Board member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

8. AUDIT

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving $750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the $750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award grantee is required to check one of the boxes below to indicate how they will meet the audit requirement.

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee does not expend $750,000 or more in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant

EXHIBIT A: SCOPE OF WORK

records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

9. UNIQUE ENTITY IDENTIFIER (UEI)

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Unique Entity Identifier (UEI) number, used for this Grant Agreement, throughout the term of the contract. An active UEI number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:	Due no later than:
1. July 15, 2024 to September 30, 2024	November 15, 2024
2. October 1, 2024 to December 31, 2024	February 15, 2025
3. January 1, 2025 to March 31, 2025	May 15, 2025
4. April 1, 2025 to June 30, 2025	August 15, 2025
5. July 1, 2025 to September 30, 2025	November 15, 2025
6. October 1, 2025 to December 31, 2025	February 15, 2026
7. January 1, 2026 to March 31, 2026	May 15, 2026
8. April 1, 2026 to June 30, 2026	August 15, 2026
9. July 1, 2026 to July 15, 2026	August 15, 2026

Final Invoicing Periods:	Due no later than:
10. July 16, 2026 to September 30, 2026	November 15, 2026

**Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on the invoice.*

B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, July, 15 2026, and included on the invoice due August 15, 2026. Project expenditures incurred after July 15, 2026 will not be reimbursed.

C. The Final Local Evaluation Report is due to BSCC by September 30, 2026. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of July 16, 2026 to September 30, 2026 must be submitted during the Final Invoicing Period(s), with the final invoice due on November 15, 2026. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.

D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

A. Funding for Byrne SCIP was appropriated as part of the supplemental appropriations enacted under Division B of the Bipartisan Safer Communities Act. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

C. If Byrne SCIP funding is reduced or falls below estimates contained within the Byrne SCIP Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

D. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2023 BSCC Grant Administration Guide, which can be found under Grantee Resources here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.

D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

1) submittal and approval of the final invoice;
2) submittal and approval of the final progress report; and
3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and final audit.

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

Project Budget

Line Item	
1. Salaries and Benefits	**$0**
2. Services and Supplies	**$6.581**
3. Professional Services	**$0**
4. Non-Governmental Based (NGO) Contracts	**$0**
5. Fixed Assets/Equipment	**$18,639**
6. Date Collection, Reporting and Evaluation *Must be at least 5 percent of the total grant award*	**$1,328**
7. Other *(including training, travel, etc.)*	**$0**
8. Indirect Costs	**$0**
TOTAL	**$26,548**

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

    A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4)

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Byrne SCIP Request for Proposals and Attachment 2: Byrne SCIP Grant Proposal.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Compliance with Federal Laws and Regulations

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including any federal conditions, which are included in this Grant Agreement as Exhibit E.

C. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Byrne SCIP Request for Proposal and Attachment 2: Byrne SCIP Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

D. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Byrne SCIP RFP and described in Appendix B.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 8. Audit, for federal audit requirements.

C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Byrne SCIP Request for Proposal and Attachment 2: Byrne SCIP Grant Proposal.

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:

   1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

   2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Byrne SCIP Request for Proposal and Attachment 2: Byrne SCIP Grant Proposal, or approved modifications;

   3) failure to provide the required local match share of the total project costs; and

   4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

1. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

2. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

4. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (https://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

6. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

7. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

8. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

(as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

10. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

11. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

12. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

13. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

14. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award

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appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

19. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

20. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal

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department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled

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"Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

24. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding

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agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

27. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition:

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System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including

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documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

33. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its

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discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

42. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the

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U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

43. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

45. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46. The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.

47. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

48. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe

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Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

49. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

50. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

51. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

52. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

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a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

53. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdol.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

54. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug

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courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

55. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA′s and National Association of Drug Court Professional′s (NADCP) publication: Defining Drug Courts: The Key Components at https://www.ncjrs.gov/pdffiles1/bja/205621.pdf. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

56. The recipient understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf.

57. Extreme risk protection programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

58. The recipient understands and agrees that it must form a diverse Crisis Intervention Advisory Board to inform and guide the state’s related gun violence reduction programs/initiatives. The

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Board must include representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and legal counsel. The program and budget plans must be developed in coordination with and with demonstrated approval from the Crisis Intervention Advisory Board prior to submission for BJA review, and advisory board approval will also be required for any subsequent changes to the project's scope or budget.

59. The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed $20,000, for the sole purpose of developing the program and budget plans in coordination with the Crisis Intervention Advisory Board. The recipient is not authorized to incur any additional obligations or make any additional expenditures or drawdowns until (1) the recipient submits program and budget plans that were developed in coordination with and demonstrate evidence of approval by the Crisis Intervention Advisory Board, (2) BJA approves the submission via Grant Award Modification (GAM), and (3) BJA has issued an Award Condition Modification (ACM) releasing this award condition.

60. The recipient understands and agrees that it must (1) subaward at least 40% of the award amount to units of local government in order to meet the Local Pass-through, and (2) subaward additional amounts identified by BJA to state courts that provide criminal justice and civil justice services for the "less-than-$10,000 jurisdictions" within the state and/or subaward the funds to such jurisdictions. Additional details on both of these pass-through requirements is available in the BJA FY 2022 - 2023 Byrne State Crisis Intervention Program Formula Solicitation.

61. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

62. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at

EXHIBIT E: FY 2022-2023 BYRNE SCIP FEDERAL CONDITIONS

https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

63. Withholding - Certification with respect to Federal taxes - award exceeding $5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

Title	**0012**	04/05/2024
	by **Tim Lewis** in **Byrne State Crisis Intervention Program**	id. 46143258

1000 S. Fremont Avenue
Unit #40
Alhambra, California
91803
United States
(626) 588-5360
timl@californiaconsulting.org

Original Submission

04/05/2024

Score	n/a
SCIP	checked
	The Byrne State Crisis Intervention Program (Byrne SCIP) Grant Application is divided into four sections as identified below: Background Information Contact Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the Byrne SCIP Grant Application until all questions with a red asterisk have been completed. Applicants may reference the Byrne SCIP Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The Byrne SCIP Instruction Packet is available on the BSCC website at the Byrne SCIP website . NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.
SECTION 1 - BACKGROUND INFORMATION	This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.
Applicant Name	City of Irwindale
Applicant's Physical Address	5050 N Irwindale Ave Irwindale CA 91706 US 34.10462 -117.93221

Applicant's Mailing Address (If different than physical address)	
Mailing Address for Payment	5050 N Irwindale Ave Irwindale CA 91706 US 34.10462 -117.93221
Federal Employer ID	95-6005899
Unique Entity Identifier (UEI)	E9J2S6RNLAC1
Funding Category	Small Scope (Up to $500,000)
Lead Public Agency	Irwindale Police Department
Project Title	Firearm Evidence Upgrade and Gun Lock Distribution
Program Purpose Areas (PPA)	Applicants are required to apply for the Program Purpose Areas (PPA) and Program Activities identified in the Byrne SCIP Instruction Packet (Page 5-6). A total of three PPAs are identified: PPA 1: Communication, Education, Outreach, and Public Awareness PPA 2: Behavioral health deflection for those at risk to themselves or others PPA 3: Funding for law enforcement agencies to safely secure, store, track, and return relinquished guns Applicants are required to address a minimum of one Program Purpose Area and one corresponding Program Activity. Applicants are not required to address each PPA or Program Activity.
Communication, Education, Outreach, and Public Awareness (PPA 1)	
Behavioral health deflection for those at risk to themselves or others (PPA 2)	
Funding for law enforcement agencies to safely secure, store, track, and return relinquished guns (PPA 3)	Gun locks and storage for individuals and businesses

Proposal Summary	Irwindale Police Department (IPD) is enhancing firearms security in its evidence room and improving community firearms safety. This proposal entails procuring and installing new gun lockers as part of a larger overhaul of the department's evidence room in an effort to store firearms in evidence more securely. IPD is improving tracking and management methodologies for firearms and developing systems for more timely relinquishment of guns to their owners. IPD proposes procuring and distributing gun locks and lockboxes to the community, along with educational resources to raise awareness for safe gun storage and give the community the means to do so.
SECTION 2 - CONTACT INFORMATION	This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Officer for Signature.
Project Director	Jose Vargas
Project Director's Title with Agency/Department/Organization	Operations Division Lieutenant
Project Director's Physical Address	5050 N Irwindale Ave Irwindale CA 91706 US 34.10462 -117.93221
Project Director's Email Address	jvargas@irwindaleca.gov
Project Director's Phone Number	+16264302244
Financial Officer	Kambiz Borhani
Financial Officer's Title with Agency/Department/Organization	Finance Director/City Treasurer
Financial Officer's Physical Address	5050 N Irwindale Ave Unit D Irwindale CA 91706 US 34.10462 -117.93221

Financial Officer's Email Address	kborhani@irwindaleca.gov
Financial Officer's Phone Number	+16264302222
Day-To-Day Program Contact	Rudy Gatto
Day-To-Day Program Contact's Title with Agency/Department/Organization	Retired Annuitant Police Sergeant
Day-To-Day Program Contact's Physical Address	5050 N Irwindale Ave Irwindale CA 91706 US 34.10462 -117.93221
Day-To-Day Program Contact's Email Address	rgatto@irwindaleca.gov
Day-To-Day Program Contact's Phone Number	+16264302244
Day-To-Day Fiscal Contact	Andrea Jaramillo
Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	Community Services Officer
Day-To-Day Fiscal Contact's Physical Address	5050 N Irwindale Ave Irwindale CA 91706 US 34.10462 -117.93221
Day-To-Day Fiscal Contact's Email Address	ajaramillo@irwindaleca.gov
Day-To-Day Fiscal Contact's Phone Number	+16264302244
Name of Authorized Officer*	Chris Hofford

Authorized Officer's Title with Agency/Department/Organization	Chief of Police
Authorized Officer's Physical Address	5050 N Irwindale Ave Irwindale CA 91706 US 34.10462 -117.93221
Authorized Officer's Email Address	chofford@irwindaleca.gov
Authorized Officer's Phone Number	+16264302244
Authorized Officer Assurances	checked
SECTION 3 - PROPOSAL NARRATIVE AND BUDGET	This section requests responses to the Rating Factors identified in the the Byrne SCIP Instruction Packet.

Proposal Narrative Instructions	The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the Byrne SCIP Grant Instruction Packet (refer to pages 20-25). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Description narrative may not exceed 8,948 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately four (4) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Evaluation and Monitoring narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response is met. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." Applicants will be prohibited from submitting the Byrne SCIP Grant Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section. However as a guide, the percent of total point value for each section is provided in the Byrne SCIP Instruction Packet (refer to page 18).

Project Need	Irwindale Police Department (IPD) is seeking funding to procure and install new gun lockers in their evidence room as well as 15” cable gun locks and steel lockable gun boxes for distribution to members of the community. Through an in-house evaluation of the current system as compared to current market offerings and evidence storage standards. IPD’s current firearms storage system is inadequate and obsolete. A new storage system solution will allow the department to secure, store, track and return relinquished firearms safely.□□ Firearms and firearm components are currently stored in the secured evidence room; however, they are stored on shelving in the same manner as other evidence. Any firearms seized by IPD need to be stored in a secure gun locker within the evidence room according to stringent standards. IPD’s system to track relinquished firearms needs upgrading. It lacks the capabilities to track relinquished firearms and those in evidence that should be returned to their owners. The current system and evidence tracking have fallen short in its ability to provide consistent organization of firearms in evidence. This has resulted in the inability to locate certain firearms that should be in evidence, firearms whose source cases are unknown, and the retention of firearms whose source cases have been purged and which did not have the accompanying AFS entries, leaving staff unable to identify the proper owner.□□ As a part of the needs assessment process for firearms organization and tracking, the department prioritized reducing the number of firearms held in evidence from cases from 2004 to 2016. This process discovered 8 firearms that were identified as lost or stolen from other agencies and 20 firearms that require further investigation to determine their source and custody status. 11 firearms were found to be overdue for return to their owners and subsequently released. 5 firearms that were logged as evidence were unable to be located and 9 firearms requiring lifetime retention need to be held securely in the evidence room. There is currently no local budget funding available for this project. This Project is one part of a larger initiative to completely rebuild and reorganize IPD’s evidence room. This initiative involves sorting through years of old evidence, and disposing of all items that can be returned to owners or otherwise disposed of via court order. The rebuilding of the entire evidence room will require additional funding for which we will pursue appropriate grant opportunities. Other funding such as asset forfeiture funds have been allocated to other immediate needs such as the replacement of officer safety equipment and vehicles.
Project Description	This Project aligns with Proposed Project Area 3: Funding for law enforcement agencies to safely secure, store, track, and return relinquished guns. IPD recognizes the critical need to enhance firearms security and community safety through improved storage, tracking, and return procedures. In alignment with this vision, IPD is undertaking a comprehensive project aimed at procuring and installing new gun lockers in the evidence room while simultaneously distributing gun locks to community

members. This multifaceted initiative not only addresses internal shortcomings in firearm management but also fosters proactive community engagement to promote responsible gun ownership and prevent [unauthorized] access to firearms.

IPD's current firearms storage system is outdated and insufficient to meet modern evidence storage standards. Firearms and firearm components are stored alongside other evidence on shelving, lacking the specialized security measures necessary for proper firearm storage. Moreover, the existing methodology for tracking firearms is inadequate, leading to inconsistencies in organization, difficulty in locating firearms, and challenges in identifying proper ownership. The department's needs assessment revealed significant deficiencies, including lost or stolen firearms, overdue returns, and firearms requiring secure retention. The improvement of gun storage in the evidence room is part of a greater overhaul of evidence tracking and the organization of the evidence room.

In this proposal, IPD is seeking funding to procure and distribute gun locks to individuals in the community. IPD is proposing two types of gun locks. The first is 15” cable gun locks, which are easy to install and include a key lock. These wear-resistant cables will fit most handguns, rifles, shotguns, and modern sporting rifles. They are California DOJ-approved and are listed on the DOJ’s California-approved firearm safety device list. The second is steel lock boxes, which will hold a full-size handgun. This will provide safe storage for single handguns at home or while traveling, secured with a key lock. They are equipped with a 1500lb-rated 4-foot steel security cable and are made with thick, 16 gauge steel housing and a protective foam interior. The lock boxes meet TSA airline guidelines for firearms travel and are approved by the California Department of Justice for firearms storage.

Project Goals:
1. Procurement and Installation of New Gun Lockers: The primary objective is to secure funding to procure and install high-quality gun lockers for the evidence room. These lockers will provide dedicated and secure storage for firearms, ensuring compliance with stringent storage requirements and enhancing organizational efficiency.

2. Improve Tracking and Management of Firearms: The project aims to upgrade the existing methodology to a comprehensive firearms tracking and management system. This upgraded organizational system will streamline firearm tracking processes, improve inventory management, and facilitate the identification of firearm ownership, ultimately enhancing accountability, transparency, and timely relinquishment.

3. Community Outreach and Distribution of Gun Locks: In addition to internal improvements, the project prioritizes community outreach and education initiatives. IPD will distribute gun locks to community members, promoting safe storage practices and reducing the risk of unauthorized access to firearms. Educational resources on responsible gun ownership and storage will be made available to empower community members to take proactive measures to prevent firearm-related incidents.

Project Implementation Plan:
1. Procurement: IPD will conduct a thorough and competitive procurement process for new gun lockers. IPD staff will research appropriate products that meet modern standards and negotiate prices with vendors. Vendor selection will be based on rigorous evaluation criteria, ensuring compatibility, reliability, and cost-effectiveness.

2. Installation and implementation: Upon procurement, the installation of gun lockers will be meticulously coordinated to minimize disruption to evidence management operations. IPD staff will then implement standardized protocols and procedures for the tracking, storage, and retrieval of firearms and other evidence. Train staff, implement quality control measures, and enhance technological capabilities.

3. Community Engagement: Concurrently, IPD will launch community outreach to raise awareness of the importance of secure firearm storage. IPD staff will organize distribution events for gun locks in collaboration with local partners. Educational media resources will be developed and disseminated, including brochures and social media content, to promote responsible gun ownership and storage practices.

Project Funding and Sustainability:
Given the absence of local budget funding, IPD is actively pursuing external funding opportunities to support the project. This initiative is part of a larger endeavor to rebuild and reorganize the evidence room. Grant opportunities and partnerships with relevant stakeholders will be leveraged to secure funding for both immediate and future needs.

The project to enhance firearms security and community safety represents a proactive and comprehensive approach to addressing critical deficiencies in evidence management and promoting responsible gun ownership practices. Through strategic investments in infrastructure, technology, and community engagement, IPD aims to safeguard public safety and strengthen community partnerships. By prioritizing transparency, accountability, and proactive risk mitigation, IPD seeks to set a benchmark for excellence in firearm management within law enforcement agencies.

Organizational Capacity and Coordination	The project will be operated completely by existing staff resources: a 1.0 FTE Community Services Officer, and a 0.5 FTE Reserve Police Officer. Currently, the Police Department Evidence Room is managed by a 0.5 FTE Retired Annuitant Police Sergeant, Rudy Gatto, and a 0.5 FTE Community Services Officer, Andrea Jaramillo. As part of the FY 2024-25 municipal budget, IPD has requested funding to create a 1.0 FTE Police Administrative Assistant. If approved, CSO Jaramillo is projected to compete for and win the new position. Sgt. Gatto's position will transition to a 0.5 FTE Reserve Police Officer. As an RPO Gatto will continue his work in the Evidence Room and manage the complete replacement and upgrade of all storage systems in the room. This grant project is part of the larger replacement/upgrade room project. Previous to his retirement, Sgt. Gatto's position was the Detective Bureau Supervisor, which included management of the Evidence Room. Sgt. Gatto lends his expertise to the evidence room project, and CSO Jaramillo is responsible for the day-to-day management of the room. The project will be managed and supervised by Detective Bureau Sergeant Greg Gomez and overseen by Operations Division Lieutenant Jose Vargas. Chief of Police Chris Hofford will make all final decisions. The Evidence Room is organized operationally under the Detective Bureau, thus it is under Sgt. Gomez's supervision. The project will be managed by the Operations Division Lieutenant, Jose Vargas. Lt. Vargas oversees the Patrol and Detective Bureaus. The Evidence Room falls within his command.

Project Evaluation and Monitoring	The project's objectives are primarily focusing on the acquisition and installation of the required equipment, meticulous placement of firearms into the new storage solution, and procuring and providing gun locks to individuals and businesses in the community. This project aims to quantify the total number of firearms, currently in possession, and implement measures to ensure their safe and effective management. Approximately 80% of these firearms are recorded in an outdated system. The project involves transferring them to a new and up-to-date system and implementing a new physical storage system. The project's goal is to develop a more efficient and effective firearm inventory management system, promoting safety and accountability. Additionally, post-installation evaluations are conducted to gauge the functionality and efficacy of the new gun locker systems. Continuous monitoring of the effectiveness of implemented standardized procedures is vital. Regular reviews and feedback sessions with evidence room staff are conducted to assess the impact and identify operational challenges. This iterative process enables the identification and resolution of issues encountered during implementation, ensuring ongoing optimization. Success will be gauged through the successful retention of firearms while under possession and their seamless return to rightful owners upon release and the distribution of gun locks. The goal is to distribute gun locks to anyone in the community who would like one. These outcome assessments are tangible indicators of the project's efficacy and alignment with overarching objectives. Monitoring activities are seamlessly integrated throughout the project's lifecycle, spanning various phases including start-up, implementation, and service delivery periods. Daily oversight by the Detective Bureau Sergeant ensures real-time monitoring of project activities, with weekly updates provided to the Operations Division Lieutenant. This hierarchical reporting structure ensures transparency, accountability, and proactive problem-solving. Ultimately, overarching project management falls under the purview of the Chief of Police, ensuring strategic direction and alignment with organizational goals.
Budget Instructions	Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission, the Budget Attachment will become Section 5: Proposal Budget (Budget Tables and Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Tables and Narrative. The grant budget must cover the entire grant period. Funding information is available on pages 7-8 of the Byrne SCIP Instruction Packet. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website at the Byrne SCIP website.

Byrne SCIP Budget Attachment

Byrne-SCIP-RFP-Budget-Attachment.xlsx

SECTION 4 - MANDATORY ATTACHMENTS	This section lists the attachments that are required at the time of submission. Project Work Plan (Attachment G) Key Partner Commitment Form, if applicable (Attachment C) Criteria for Non-Governmental Organizations Receiving Subawards (Attachment D) Governing Board Resolution – (not required at time of submission; however, must be submitted if awarded grant funds.) (Attachment E) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Attachment F)

Project Work Plan (Attachment G)

Irwindale_SCIP_Work_Plan.docx

Key Partner Commitment Form, if applicable (Attachment C)

Criteria for Non-Governmental Organizations Receiving Subawards (Attachment D)

Criteria-for-Non-Govermental-Organizations-Receiving-Subawards.pdf

OPTIONAL: Governing Board Resolution (Attachment E)

Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Attachment F)

Certification-of-Compliance-with-BSCC-Policies-Regarding-Debarment.pdf

OPTIONAL: Bibliography

CONFIDENTIALITY NOTICE:	All documents submitted as a part of the Byrne State Crisis Intervention Grant proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

Project Budget and Budget Narrative		
Byrne SCIP	**Applicant:**	
Project Budget		
Note: This table will auto-populate based on the information entered in the sections below.		
Budget Line Item		**Grant Funds**
1. Salaries and Benefits		$0
2. Services and Supplies		$6,581
3. Professional Services		$0
4. Non-Governmental Organization (NGO) Subgrantees		$0
5. Equipment/Fixed Assets		$18,639
6. Data Collection, Reporting and Evaluation *Must be at least 5 percent of the total grant award*		$1,328
7. Other (Travel, Training, etc.)		$0
8. Indirect Costs		$0
	TOTAL	**$26,548**

1. Salaries and Benefits		
Title	(% FTE **or** Hourly Rate) & Benefits	Grant Funds
Example (Hourly): Fiscal Manager	$60/hour x 10 hours/month x 3 years = $21,600 + benefits @ 22% = $4,752	$26,352
Example (FTE): Counselor	.25 FTE @ $60,000 x 3 years = $45,000	$45,000
	TOTAL	**$0**

Salaries and Benefits Narrative:

2. Services and Supplies		
Description of Services or Supplies	Calculation for Expenditure	Grant Funds
Example: Supportive Services (bus passes, gas car	$350 x 50 Participants	$17,500
Cable Gun Locks for community distribution	Quantity 250. Pricing based on vendor estimates + 10% sales tax	$795
Gun Lock Boxes for community distribution	Quantity 250. Pricing based on vendor estimates + 10% sales tax	$5,786
	TOTAL	**$6,581**

Services and Supplies Narrative:
Day-to-day project contact, Sgt. Gatto, elicitied mulitple quotes and estimates from vendors in order to develop the budget. The 15" cable gun locks were quoted between $2.89 each + tax and the lock boxes were quoted at $21.04 each + tax. These are consistent with market rate. These quotes from vendors were used to calculate the budget and grant proposal. Irwindale PD is committed to a competitive procurement process, including sending out an RFP and negotiating with vendors in order to achieve the best possible balance between quality and price.

3. Professional Services		
Description of Professional Service(s)	Calculation for Expenditure	Grant Funds
Example: Public Defender	Statewide Program Rate	
	TOTAL	$0

Professional Services Narrative:

4. Non-Governmental Organizations (NGO) Subgrantees		
Description of Subcontract	Calculation for Expenditure	Grant Funds
Example: Private Industrial Council	Training Class $450 x 25 participants	$11,250
	TOTALS	$0

Non-Governmental Organizations (NGO) Subgrantees Narrative:

5.Equipment/Fixed Assets		
Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds
Example: Purchase of Vehicle	Toyota Prius @ Market Value	$24,000
Non-pass-through firearm evidence lockers	Quantity 3. Pricing based on vendor estimates + 10% sales tax	$13,979
Pass-through firearm evidence locker	Quantity 1. Pricing based on vendor estimates + 10% sales tax	$4,660
	TOTALS	$18,639

Equipment/Fixed Assets Narrative:
As with the Supplies, day-to-day project contact, Sgt. Gatto, elicitied mulitple quotes and estimates from vendors in order to develop the budget. The evidence room lockers, all 4 together, will total $18,634.54 + tax according to the quotes received. As mentioned above, Irwindale PD is committed to a competitive procurement process, including sending out an RFP and negotiating with vendors in order to achieve the best possible balance between quality and price.

6. Data Collection and Progress Reporting *Must be at least 5 percent of the total grant award*	
Description	Grant Funds
Example: Data Collection & Reporting Efforts @ 5%	$10,329
Data Collection & Reporting Efforts @ 5%	$1,328

TOTAL	**$1,328**

Data Collection and Progress Reporting Narrative:
Must be at least 5 percent of the total grant award

Data Collection and Reporting is budgeted at 5% of the total and will be performed by the day-to-day program contact

7. Other (Travel, Training, etc.)

Description	Calculation for Expense	Grant Funds
Example: Training Classes	$500/partipant x 30 participants	$15,000
TOTAL		**$0**

Other (Travel, Training, etc.) Narrative:

8. Indirect Costs

For this grant program, indirect costs may be charged using only **one** of the two options below:				Grant Funds
Option 1) Indirect costs will be charged using a Federally approved Negotiated Indirect Cost Rate (NICR). Enter your approved NICR percentage as a number (e.g., 25, 31, 32.25) in cell E277. Your project indirect costs cannot exceed the total shown in cell G277. If using Option 1, enter the amount to be charged to indirect costs in cell H277. ***If the amount entered in H277 turns red, please adjust it to not exceed the line item limit noted in G277**		$26,548	$0	
Option 2) Indirect costs will be charged using the Federal De Minimis, 10% of Modified Total Direct Costs, calculated as 10% multiplied by (total direct costs, minus equipment, plus up to the first $25,000 of each subcontract (cell F278)). If using the Federal De Minimus, your project indirect costs cannot exceed the total shown in cell G278. If using Option 2, enter the amount to be charged to indirect costs in cell H278. ***If the amount entered in H278 turns red, please adjust it to not exceed the line item limit noted in G278**	10.00%	$7,909	$791	
			TOTAL	**$0**

Indirect Costs Narrative:

Section 5: Project Budget and Budget Narrative		
Byrne SCIP	**Applicant Agency:**	
Program Purpose Area Allocations		

Applicants must allocate all Byrne SCIP grants funds to one or more of the Program Purpsose Areas (PPA) as described in the Request for Proposal. No Byrne SCIP funds may be expended outside of the SCIP PPAs. For the purposes of proposal scoring, no PPA shall carry more weight than another. **The totals for the Program Purpose Area (PPA) Funding Table must equal the total grant funds requested.**

Program Purpose Area Funding Table	Total Grant Award
Total Grant Funds Requested	$26,548
1. Communication, Education, Outreach and Public Awareness	
2. Behavioral health deflection for those at risk to themselves or others	
3. Funding for law enforcement agencies to safely secure, store, track, and return relinquished guns	$26548
PPA allocations must equal the total grant funds requested:* **Totals**	**$26,548**

**** If PPA allocation totals show as red font, they do not equal the amount of grant funds requested as required.***

Project Budget Table	
Budget Line Item	**Grant Funds**
1. Salaries and Benefits	$0
2. Services and Supplies	$6,581
3. Professional Services	$0
4. Non-Governmental Organization (NGO) Subgrantees	$0
5. Equipment/Fixed Assets	$18,639
6. Data Collection, Reporting and Evalutation *Must be at least 5 percent of the total grant award*	$1,328
7. Other (Travel, Training, etc.)	$0
8. Indirect Costs	$0
TOTAL	**$26,548**

APPENDIX A: BYRNE SCIP ADVISORY BOARD ROSTER

	Name	Title	Organization/Agency
1	Linda Penner (Chair)	Chairperson	Board of State and Community Corrections
2	Juan Avila	Chief Operating Officer *(Victim Services)*	Garden Pathways
3	Cindy Chavez	Supervisor	Santa Clara County Supervisor
4	Norma Cumpian	Director, Women's Department *(Community)*	Anti-Recidivism Coalition (ARC)
5	Andrea Dauber-Griffin	Senior Executive Director *(Behavioral Health Providers)*	Neighborhood House Association
6	Shannon Dicus	Sheriff *(Law Enforcement)*	San Bernardino County
7	Dean Growdon	Sheriff *(Law Enforcement)*	Lassen County
8	Kirk Haynes	Chief Probation Officer *(Law Enforcement)*	Fresno County
9	Jeffrey Macomber	Secretary *(Law Enforcement)*	California Department of Corrections and Rehabilitation
10	Andrew Mills	Chief of Police *(Law Enforcement)*	City of Palm Springs
11	Nancy O'Malley	District Attorney (Retired) (*Prosecution)*	Alameda County
12	Alan Slater	Chief Executive (Retired) *(Courts)*	Orange County
13	Jason Johnson	Director, Division of Adult Parole Operations *(Law Enforcement)*	California Department of Corrections and Rehabilitation
14	Eloisa Tuitama	Staff Counsel *(Legal Counsel)*	Board of State and Community Corrections
15	Angeles Zaragoza	Attorney	Los Angeles County Alternate Public Defender's Office

Attachment C: Sample Key Partner Commitment Form

Byrne State Crisis Intervention Program Grant

Instructions: For the purposes of this RFP, "Key Partner" means an indispensable agency or entity, named in the proposal, that the grantee does not have direct control over, that will provide essential services for the grant project. If the success of the grant project depends upon the cooperation of an outside agency or entity, that agency or entity is a key partner. (See RFP for specific examples.) The form must include the name of the agency or entity, a description of the services to be provided, and be signed and dated by an authorized individual representing the agency or entity. Submit one form per partner agency or organization.

This form is required only if there are key partners identified in the Proposal Narrative.

Applicant:

Partner Organization or Agency:

Grant Service Period: July 15, 2024 to September 30, 2026

Services to be Provided by the Partner Organization or Agency during the Grant Period:

Authorized Signature of Partner Organization or Agency (e-signatures accepted):

Title of Individual Signing this Form:

Date Signed:

Attachment D: Criteria for Non-Governmental Organizations Receiving Subawards

Required Attachment: Applicants will be prompted to upload this document from the Byrne SCIP website to the BSCC Submittable portal.

Instructions: The form on the following page must be submitted with the proposal even if there are no plans to subaward at the time of submission, or if the name of the subaward party is unknown. In either of these cases, the applicant should write "N/A" in the Name of Subgrantee Party column and complete the signature box. A signature on this form provides an assurance to BSCC that the signing authority has read and acknowledged these terms.

The Byrne State Crisis Intervention Program (Byrne SCIP) Grant Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)[1] providing services with grant funds. Grantees are responsible for ensuring that all subgrantee third parties continually meet these requirements as a condition of receiving funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Byrne SCIP funding as a subgrantee must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of the Byrne State Crisis Intervention Program grantee grant agreement with the BSCC;
    - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC;
- Be registered with the California Secretary of State's Office, if applicable;
- Be registered with the California Office of the Attorney General, Registry of Charitable Trusts, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens; and
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

Completing the NGO Assurance Form

1. Provide the name of the Applicant Agency (the Grantee),
2. List all contracted parties (if known*),
3. Check Yes or No to indicate if each contracted part meets the requirements,
4. Sign and upload to the BSCC Submittable portal when prompted.

***NOTE:** If the name of the contracted party is unknown or if there will be no contracted parties. Write N/A in the "Name of Subgrantee Party" field and sign the document.

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[1] For the purposes of this RFP, NGOs include nonprofit and for-profit community-based organizations, faith-based organizations, evaluators (except government institutions such as universities), grant management companies, and any other non-governmental agency or individual.

Attachment F: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft and Embezzlement

Required Attachment: Applicants will be prompted to upload this document from the Byrne SCIP webpage to the Submittable Application portal.

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

[X] I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

[X] I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

[X] I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE **This document must be signed by the person who is authorized to sign the Grant Agreement.**			
NAME OF AUTHORIZED OFFICER Julian Miranda	TITLE City Manager	TELEPHONE NUMBER (626) 430-2217	EMAIL ADDRESS jmiranda@irwindaleca.gov
STREET ADDRESS 5050 N. Irwindale Ave.	CITY Irwindale	STATE CA	ZIP CODE 91706
APPLICANT'S SIGNATURE (e-signature acceptable) X Julian A. Cruz			DATE 4-1-2024

Byrne State Crisis Intervention Program Non-Governmental Organization Assurances			
Name of Applicant:			
Name of Subgrantee Party	**Address**	**Email / Phone**	**Meets All Requirements**
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

Grantees are required to update this list and submit it to BSCC any time a new third-party subaward is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Byrne SCIP RFP. These records will be subject to all records and retention language in the Standard Agreement. The BSCC will not disburse or reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE This document must be signed by the person who is authorized to sign the Grant Agreement.			
NAME OF AUTHORIZED OFFICER Julian Miranda	**TITLE** City Manager	**TELEPHONE NUMBER** (626) 430-2217	**EMAIL ADDRESS** jmiranda@ irwindaleca.gov
STREET ADDRESS 5050 N. Irwindale Ave.	**CITY** Irwindale	**STATE** CA	**ZIP CODE** 91706
APPLICANT'S SIGNATURE (e-signature acceptable)			**DATE** 4-1-2024

Attachment G: Project Work Plan Instructions

Required Attachment: Applicants will be prompted to upload this document from the Byrne SCIP webpage to the BSCC Submittable Application portal.

Byrne SCIP applicants must complete a Project Work Plan, using the format below. Completed Project Work Plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals, objectives, and measures with a clear relationship to the need and intent of the grant.

(1) Goal:	> Procurement and Installation of New Gun Lockers		
Objectives (A., B., C…):	A. Secure funding for the procurement and installation of high quality gun lockers within the evidence room. B. Ensure compatibility, reliability, and cost-effectiveness of selected gun locker vendors. C. Minimize disruption to evidence management operations during the installation process.		
Project activities that support the identified goal and objectives:	***Responsible staff/ partners***	***Timeline***	
		Start Date	***End Date***
1. Assess storage systems, plan procurement, and coordinate installation. 2. Research vendors, negotiate contracts, and train staff on new systems. 3. Monitor procurement progress, communicate updates transparently, and conduct post-installation evaluations.	1. Sgt. Gatto & CSO Jaramillo 2. Sgt. Gatto & CSO Jaramillo 3. Sgt. Gatto & CSO Jaramillo	09/2024	12/2025
List data and sources to be used to measure outcomes: • Procurement records documenting vendor selection, contract negotiations, and budget allocation. • Staff feedback and training evaluations regarding the usability and functionality of the new gun locker systems. • Incident reports and evidence management audits to monitor improvements in firearm storage security and organization.			

(2) Goal:	> Utilize the new storage system to develop improved methodology for the tracking and returning of relinquished firearms		
Objectives (A., B., C...):	A. Implement improved tracking and organization methodologies for firearms and other evidence within the evidence room. B. Enhance inventory management capabilities to ensure accurate and efficient tracking of firearm C. Develop standardized procedures to facilitate the identification of firearm ownership and enhance accountability.		
Project activities that support the identified goal and objectives:	***Responsible staff/ partners***	***Timeline***	
		Start	***End***

		Date	Date
1. Develop and implement standardized protocols and procedures for the tracking, storage, and retrieval of firearms and other evidence. 2. Train staff, implement quality control measures, and enhance technological capabilities. 3. Monitor effectiveness, address challenges, and foster continuous improvement.	1. Sgt. Gatto & CSO Jaramillo 2. Sgt. Gatto & CSO Jaramillo 3. Sgt. Gomez	07/2024	12/2024

List data and sources to be used to measure outcomes:

- Internal audits and compliance checks to evaluate the accuracy and completeness of firearm and evidence records.
- Training records and staff feedback surveys assessing the effectiveness of training programs and the adoption of new procedures.
- Operational metrics, such as retrieval times and error rates, to measure the impact of improved tracking and organization methodologies on evidence room efficiency and performance.

(3) Goal:	> Safe and secure firearms storage for community members
Objectives (A., B., C…):	A. Distribute gun locks to community members to promote safe storage practices and reduce unauthorized access to firearms. B. Develop online and physical media resources on responsible gun ownership and storage. C. Increase community awareness of the importance of secure firearm storage and prevention of firearm-related incidents.

Project activities that support the identified goal and objectives:	***Responsible staff/ partners***	***Timeline***	
		Start Date	***End Date***
1. Procure gun locks from vendors in a competitive process involving multiple bids 2. Organize and coordinate distribution events at strategic locations for gun owners in the community to recieve gun locks 3. Create and disseminate educational media resources, including brochures and social media content, on responsible gun ownership and storage practices.	1. Sgt. Gatto & CSO Jaramillo 2. Sgt. Gatto & CSO Jaramillo 3. Sgt. Gatto & CSO Jaramillo	09/2024	09/2025

List data and sources to be used to measure outcomes:

- Distribution records documenting the number of gun locks distributed, the names and contact info, and the demographics of recipients.
- Social media analytics and physical media distributed to assess the reach and effectiveness of outreach efforts.

Item #19.F.

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2025

To: Honorable Mayor and Members of the City Council

From: Adrian R. Guerra, City Attorney

Issue: City Manager Employment Agreement Amendment

City Manager's Recommendation:

That the City Council adopt Resolution No. 2025-09-3597, approving the attached Second Amendment to the City Manager's employment agreement, subject to City Attorney approval as to form; or provide alternative direction to staff regarding the attached employment agreement amendment.

Administrative Action:

Submitted / Prepared by:

Adrian R. Guerra, City Attorney

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Adrian R. Guerra, City Attorney

Background and Analysis:

On February 14, 2022, Julian Miranda commenced services as the City Manager of the City of Irwindale ("City"), pursuant to the City of Irwindale City Manager Employment Agreement ("Agreement") between the Employee and the City. On March 8, 2023, the City Council approved moving Mr. Miranda from salary Step C to Step D pursuant to Section 2.2 of the Agreement. On August 28, 2024, the City Council approved the First Amendment to the Agreement ("First Amendment"), approving a five percent (5%) cost of living adjustment and providing for certain benefits specified in the First Amendment.

The City Council and Mr. Miranda now desire to enter into a second amendment to the Agreement

("Second Amendment"). The Second Amendment, if approved, would do the following:

i. Provide a base salary increase from city manager salary Step D to Step E effective February 14, 2025, to a base annual salary of $266,199.
ii. Provide a four percent (4%) base salary increase as a cost of living adjustment effective the first full payroll period on or after July 1, 2025, to a base annual salary of $276,846.00.
iii. Extend the term of the Agreement, which currently expires on February 13, 2025, by approximately one year until February 15, 2026.
iv. Revise language pertaining to Employee's retiree medical benefit, to reflect that CalPERS may determine Employee's hire date for purposes of retiree medical to be before January 1, 2011. (Pursuant to the Agreement, Mr. Miranda is provided retiree medical equivalent to Unclassified Management Employees under the City's benefits resolution for these employees, which differs depending on hire date. The Agreement currently contemplates that for purposes of retiree medical, Mr. Miranda's hire date would be considered to be on or after January 1, 2011. Based on information provided by CalPERS, CalPERS may determine the hire date for purposes of retiree medical to be before January 1, 2011. However, no final determination by CalPERS is expected to be made until Mr. Miranda's retirement.)
v. Revise language pertaining to Employee's CalPERS retirement formula to reflect that CalPERS may determine Employee's hire date for purposes of his retirement formula to be before January 1, 2011. (Based on information provided by CalPERS, the City believes that CalPERS may determine the hire date for purposes of Mr. Miranda's retirement formula to be before January 1, 2011. However, no final determination by CalPERS is expected to be made until Mr. Miranda's retirement.)
vi. Provide that Mr. Miranda will pay an additional one percent (1%) as CalPERS cost sharing effective the first full payroll period on or after July 1, 2025, for a total employee contribution of eight percent (8%).

California Government Code section 54953(c)(3) requires an oral report in an open meeting summarizing the proposed final action on salaries, salary schedules, or compensation paid in the form of fringe benefits of a City Manager. Accordingly, the terms of the Second Amendment outlined above will be orally summarized at the January 8, 2025 Council meeting.

Fiscal Impact:

If the Second Amendment is approved, then the City will pay Mr. Miranda an annual salary as described above.

Funding for the City Manager position was budgeted in the City's 2024-25 FY budget, and no appropriations are required to cover the cost.

Attachments:

1. City Manager Employment Agreement and First Amendment
2. Resolution No. 2025-09-3597 Approving Second Amendment to City Manager Employment Agreement
3. Second Amendment to City Manager Employment Agreement

CITY OF IRWINDALE

CITY MANAGER
EMPLOYMENT AGREEMENT

This CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 26th day of January, 2022, by and between the CITY OF IRWINDALE, a charter city and municipal corporation ("City") and Julian A. Miranda, an individual ("Employee").

RECITALS

WHEREAS, the City Council now desires to appoint Employee to serve in the position of city manager for the City, which position is prescribed by state law and the City's Charter and Municipal Code, and to retain his services as Executive Director of the Successor Agency to the Former Irwindale Community Redevelopment Agency, Housing Authority, and Reclamation Authority, and such other agencies of the City to which he may be appointed from time-to-time; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the powers and duties of the city manager of the City are set forth in Irwindale Municipal Code Section 2.08.050; and

WHEREAS, Irwindale Municipal Code Section 2.08.020 provides in part that appointments to the position of city manager "shall be made by the council upon the basis of the individual's executive and administrative qualifications, with special reference to his actual experience in, or knowledge of, accepted practices with respect to municipal government;" and

WHEREAS, based on Employee's executive and administrative qualifications and experience in and knowledge of municipal government, the Council desires to employ Employee to serve as the city manager for the City; and

WHEREAS, Employee desires to accept employment as such from City and to perform and assume responsibility for the provision of city manager services to the City and its related agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as city manager for the City to perform the functions and duties of the city manager, as specified in the City's Charter and Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. Employee acknowledges that the assigned duties shall also include services to the Successor Agency to the Former Irwindale Community Redevelopment Agency, Housing

Authority, and Reclamation Authority. Employee shall devote his best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of city manager will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:30 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of city manager.

1.4 Employment Status. Upon appointment to the city manager position, Employee shall serve at the will and pleasure of the City Council and understands that he shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that he is exempt from the City's competitive service system pursuant to Irwindale Municipal Code §2.13.050(F).

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's initial base annual compensation shall be Two Hundred and Sixteen Thousand Seven Hundred and Fifty Two Dollars and No Cents ($216,752.00) annually ("Salary") (equivalent to salary range 88, Step C), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Council and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 5.2. For the salary review occurring after Employee's first full year of employment as city manager, in the event Employee has achieved the goals established for him by the City Council as determined by the City Council in its discretion, then Employee will be provided a five percent (5%) base salary increase. For the salary review occurring after Employee's second full year of employment as city manager, in the event Employee has achieved the goals established for him by the City Council as determined by the City Council in its discretion, then Employee will be provided a five percent (5%) base salary increase. Adjustments in the base salary and/or benefits following Employee's annual performance evaluations shall be at the sole discretion of the City Council.

2.3 Cost of Living Adjustments. Employee shall be entitled to so-called cost of living adjustments ("COLA") to the Salary, as received by Unclassified Management Employees under Resolution 2021-116-3238, A Resolution Adopting A Schedule of Salaries and Benefits for Unclassified Management Employees ("Department Head Benefits Resolution"), as it may be amended from time to time for all Unclassified Management Employees. The COLA, if any, shall be considered separate from the adjustment of Salary based upon Employee's performance, following the annual performance reviews performed in accordance with Section 5.2 of this Agreement.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence his services hereunder at 12:01 a.m. Pacific daylight savings time on February 14, 2022 or such earlier date upon which the City Council and Employee may mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e. until 11:59 p.m. on February 13, 2025) and, thereafter, the term of this Agreement may be extended for such an additional term(s) as Employee and City Council mutually deem appropriate, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Council with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Council may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s) as provided in (a) and (b) below. The City Council's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any

rights afforded under City's personnel system or policies, Personnel Rules, and any rights afforded to Employee under the Irwindale Municipal Code (including Chapter 2.08) or under State or Federal law, including Government Code §§ 54950 *et seq.* ("Brown Act"), to any form of pre- or post- discipline or termination hearing, appeal, or other administrative process pertaining to discipline or termination, except as expressly provided in this Agreement and those rights Employee may have under the California or United States constitutions to a name-clearing hearing. Such rights waived include the right under the Brown Act (Government Code §54957(b)) to have complaints or charges against an employee heard in a public session upon Employee's request. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of city manager. Upon appointment to the city manager position, Employee remains an at-will employee serving at the pleasure of the City Council.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), or 14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Council Without Cause. For the purposes of complying with Irwindale Municipal Code Section 2.08.070, by providing Employee at least thirty (30) days' prior written notice thereof, the City Council may terminate Employee without cause, including based upon management reasons. If the City terminates this Agreement without cause, the City may, in its discretion, place Employee on paid administrative leave until the effective date of his termination. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

3.5 Limitation on Termination Following Election. For the purposes of complying with Irwindale Municipal Code Section 2.08.080, Employee shall not be removed from office, other than for cause as defined in Section 3.4(a) above, during or within a period of thirty (30) days next succeeding any general municipal election held in the City, at which election a member of the City Council is elected. After the expiration of said thirty (30) day period, the City Manager may thereafter be removed without cause as provided in Section 3.4(b).

4.0 SEVERANCE

4.1 Severance Pay. In the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "C."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Council shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Council's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Council's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at his its discretion,

schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Automobile Allowance. City shall provide Employee with a City vehicle, fuel and maintenance, for official and personal use. Employee understands that any applicable taxes are his responsibility to pay and not covered by the City.

6.2 Cell Phone. City shall provide a City-owned cell phone for City-related business and functions during, before and after normal work hours. Employee understands that any applicable taxes are his responsibility to pay and not covered by the City.

6.3 Computer Loan Program. If desired by Employee, the City will provide an interest-free loan to Employee for his purchase of computer equipment and software, subject to City Council approval, up to a maximum of $3,000 for the first computer loan and $2,000 every two years thereafter. Any loans shall be repaid by Employee within 24 months, and repayment must be made through payroll deductions on a bi-weekly basis. In the event of termination of this Agreement for any reason, the balance of any loan shall be due immediately to the City as of the effective date of the termination of the Agreement.

6.4 Bilingual Pay. The City shall pay Employee an additional two and one-half percent (2½%) of his Salary as bilingual pay incentive upon passing an appropriate verbal bilingual exam as determined by the City, if Employee is proficient in Spanish and/or American Sign Language and is required to use such language(s) during the course of City business. This compensation will be paid out over twenty-six (26) bi-weekly pay periods in a calendar year.

6.5 Medical, Dental, Vision and Other Insurance. The City shall provide to Employee the same group medical, dental, and vision insurance plans offered to Unclassified Management Employees under the Department Head Benefits Resolution, as it may be amended from time to time. The City shall provide and pay for a life insurance policy for Employee with coverage in the amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00), as well as coverage for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents ($5,000.00) each. The City shall also provide and pay for an accidental death and dismemberment ("AD&D") insurance policy for Employee only in the amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00).

In the event that Employee can demonstrate, to the satisfaction of the City, that he has obtained substantially equivalent medical, dental and vision coverage through some other insurance plan in lieu of City-provided insurance, then so long as Employee maintains such medical, dental and vision insurance coverage, he shall be entitled to reimbursement from the City of one-half (1/2) of the average monthly cost to the City for single employee medical coverage only. The City shall have the sole and unfettered right to determine whether Employee has satisfactorily demonstrated substantially equivalent medical, dental and vision coverage, and Employee must, at least annually, provide written proof of such substantially equivalent medical, dental, and vision coverage in a form satisfactory to the City. Any such reimbursement payment described in this paragraph shall be made bi-weekly through the regular payroll system, and such payment shall not add to Employee's base pay.

Employee shall be provided retiree medical consistent with that provided to Unclassified Management Employees hired on or after January 1, 2011, subject to the terms and qualifications for receipt of such retiree medical benefits afforded to Unclassified Management

Employees under the Department Head Benefits Resolution. Accordingly, retiree medical for Unclassified Management Employees hired on or after January 1, 2011 will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479, which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount towards retiree medical premium for any CalPERS medical plan. Contribution levels shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

Notwithstanding the foregoing, Employee acknowledges that his hire date for purposes of retiree medical is determined by CalPERS, and that he will be provided retiree medical consistent with CalPERS' determination, and applicable laws and regulations.

Employee shall be eligible to participate in the City's Internal Revenue Code section 125 and 129 Flexible Spending Account plans, which are administered through a vendor selected at the City's sole discretion. The City's FSA plans presently maintain a cap of Five Thousand Dollars ($5,000) for dependent care expenses and Two Thousand Six Hundred Dollars ($2,650) for health care expenses, which caps may be adjusted based on revisions to IRS regulations. Employee's

participation in such plans is voluntary and Employee shall be solely responsible for any desired plan contributions. The Parties agree that the City has not provided legal or tax advice to Employee as to whether dependent care and health care expenses are legally tax deductible to or by Employee.

6.6 PERS. Employee is believed to be a "classic" member of CalPERS and shall participate in the City's 2% at 55 formula for miscellaneous employees hired on or after January 1, 2011. Such formula is subject to the following CalPERS contract provisions: (i) Fourth level of 1959 Survivors Program; (ii) Military service as public service; (iii) average monthly pay rate and special compensation for highest thirty six (36) consecutive months; (iv) improved non-industrial disability allowance; (v) post-retirement survivor allowance; and (vi) credit for unused sick leave. The City shall pay the full employer CalPERS contribution. The employee contribution of 7% shall be paid by Employee. Notwithstanding the foregoing, Employee acknowledges that his CalPERS member status and applicable retirement formula is determined by CalPERS based on the requirements of the City's CalPERS contract, the Public Employees Retirement Law and the Public Employees' Pension Reform Act, and that he will be enrolled in the appropriate retirement plan as determined by CalPERS.

6.7 Deferred Compensation. Employee may, at his sole cost and expense, participate in the City's Deferred Compensation Program. The City currently has two plan options under its Deferred Compensation Program: (a) ICMA-RC, and (b) the Nationwide Retirement Solutions plans. Employee acknowledges that City does not provide any matching benefits or other payments toward the Deferred Compensation Program.

6.8 Vacation Leave. Employee shall accrue vacation leave in accordance with the formula below, with an accrual cap of three hundred (300) hours, over which he shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring his accrual down to the three hundred (300) hour accrual cap. The number of hours accrued bi-weekly, based on full-time continuous service with the City of Irwindale only, is as follows:

Years of Service	Hours Accrued Bi-weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13 +	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following Employee's anniversary date of commencement of full-time continuous employment with the City.

Upon termination from employment with the City, earned and unused vacation hours will be paid to Employee at Employee's base hourly rate of pay then in effect.

6.9 Sick Leave. Employee shall accrue sick leave at the rate of 3.693 hours bi-weekly. Employee's use of sick leave shall be as provided in the Irwindale Personnel Rules. With respect to buy back of unused sick leave, Employee, upon termination or cash in request, shall be provided sick leave buy back at the following rates:

over 950 hours	25% of total sick leave value
571 - 950 days	50% of total sick leave value
1st 570 hours	75% of total sick leave value

Employee must maintain a minimum balance of 80 hours of sick leave after any cash out of sick leave in order to be eligible for cash out of sick leave.

6.10 Elective Cash-out of Vacation and Sick Leave. Elective cash-out of vacation and sick leave accruals shall be limited to a maximum of one hundred (100) total hours per fiscal year of accrued vacation or sick leave to be converted, and in compliance with Department of Treasury, Internal Revenue Service ("IRS") regulations (section 1.451-1(a)) must comply with the following:

1. Any vacation or sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the end of the calendar year in which Employee wishes to convert such vacation or sick leave.

2. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the calendar year prior to conversion.

3. If Employee fails to submit an election by December 15th of the calendar year prior to the conversion, he will not be eligible for vacation and/or sick leave to be converted to cash for that calendar year.

4. Payments for accrued vacation and/or sick leave conversion to cash shall be made by separate check four times a year (first pay period in September, December, March, and June).

5. Employee will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.

6. Employee may not convert sick leave in an amount that would reduce sick leave balance to less than 80 hours.

6.11 Holidays. Employee shall be entitled to the holidays listed in this Section 6.11 below. In the event the applicable Department Head Benefits Resolution is amended to include additional holidays, then Employee shall be entitled to such additional holidays as provided to Unclassified Management Employees.

1.	New Year's Day	January 1
2.	Martin Luther King Jr. Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Cesar Chavez Day	March 31
5.	Memorial Day	Last Monday in May
6.	Independence Day	July 4
7.	Labor Day	First Monday in September
8.	Veteran's Day	November 11
9.	Thanksgiving Day	Fourth Thursday in November
10.	Day After Thanksgiving Day	Fourth Friday in November

11.	Christmas Eve (1/2 Day)	December 24
12.	Christmas	December 25
13.	New Year's Eve (1/2 Day)	December 31

6.12 Floating Holiday. Employee shall be provided a total holiday leave bank for the calendar year of one hundred forty (140) hours per year for holidays, reduced by the number of scheduled holiday hours for that calendar year. (At the beginning of each calendar year, the City will determine and distribute its holiday schedule. When any of the holidays fall on a regular work day (Monday-Thursday) or a Sunday holiday which is celebrated on the following Monday, ten (10) hours will be deducted from the holiday bank of one hundred forty (140) hours for each such holiday (with 5.0 hours to be deducted for ½ day holidays). In no event will such deduction result in a negative holiday bank account balance. Employee will be then be credited with the balance, if any, of the remaining holiday bank hours which may be used as floating holiday time in a manner similar to that of vacation time.)

All floating holiday time must be used in the calendar year in which it was credited to Employee. Any and all unused floating holiday time will be cashed out and included in the second paycheck in January of the following calendar year.

6.13 Bereavement Leave. Employee shall be entitled to such bereavement leave equal to four (4) days, totaling not more than 40 hours (4 days x 10 hours per work day).

6.14 Administrative Leave. Employee shall accrue administrative leave at the rate of sixty (60) hours per year, which hours shall be credited to Employee the first pay period in January of each calendar year. Administrative leave hours shall be used prior to any floating holiday hours and accrued vacation leave hours available to Employee. Administrative leave shall not be carried over from year-to-year. Any and all unused administrative leave hours will be cashed out and included in the first paycheck in January of the following calendar year. Additionally, any unused administrative leave hours shall be cashed out upon separation of Employee.

6.15 Jury Duty. Employee shall receive full pay and benefits while responding to a jury summons or serving on a jury, for up to ten (10) working days. Any compensation for such jury duty (except travel pay) shall be remitted to the City.

6.16 Witness Leave. If Employee is required to be absent from work by proper subpoena issued by a court or other legally empowered agency, Employee shall be entitled to be absent from work at the Employee's regular rate of pay, provided that any fees, except mileage, are deposited with the City.

6.17 EAP Program. The City shall pay the premium for participation in an Employee Assistance Program for Employee and his dependents.

6.18 State Disability Insurance. Employee will participate in the state-sponsored short-term disability program at no expense to the City.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Council.

7.2 Out-of-Town Meetings & Seminars. The City agrees to reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to his employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the City Council may, in his sole discretion, approve such unbudgeted expenditures if he deems it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

7.4 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

Mayor
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

To Employee:

Julian A. Miranda
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on Employee to seek legal advice concerning whether such conflict exists and Employee's obligations arising therefrom.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 Mandatory Government Code Provisions. Government Code §§ 53243 - 53243.4 require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

> §53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.
>
> §53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.
>
> §53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to the termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of his or her office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "B".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Irwindale has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF IRWINDALE

Larry G. Burrola, Mayor

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

Adrian Guerra, City Attorney

EMPLOYEE

Julian A. Miranda

EXHIBIT "A"

[City Manager Job Description]

CITY MANAGER

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

SUMMARY DESCRIPTION

Under policy direction, plans, directs, manages and oversees the activities and operations of the City of Irwindale including the Community Development, Finance, Library, Police, Public Works, Recreation, and Senior Center Departments, Human Resources and City Clerk's Offices; serves as chief executive officer of the City ensuring that public services are delivered in an efficient and effective manner; implements policy decisions made by the City Council; facilitates the development and implementation of City goals and objectives; and provides highly complex administrative support to the City Council.

REPRESENTATIVE DUTIES

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

1. Assumes full management responsibility for all City operations; assesses ongoing operational needs through department heads and determines best organizational structure to meet goals and objectives; develops, recommends and administers policies and procedures.
2. Directs the development and implementation of the City's goals, objectives, policies and priorities.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Plans, directs and coordinates, through department heads, the work plan for the City; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with management staff to identify and resolve problems.
5. Assesses and monitors work load, administrative support systems, and internal reporting relationships; identifies opportunities for improvement.
6. Selects, motivates, and evaluates personnel; resolves personnel concerns and issues.
7. Oversees the development and administration of the City budget; approves the forecast of funds needed for staffing, equipment, materials and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary; keeps Council advised of financial conditions, program progress, and present and future needs of the City.
8. Explains, justifies, and defends City programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
9. Provides staff assistance to the City Council; prepares and presents staff reports and other necessary correspondence; provides advice and consultation to the City Council on the development and implementation of City programs and services.
10. Represents the City to all departments and outside agencies; coordinates City activities with those of other cities, counties and outside agencies and organizations.

11. Confers with department heads and managers concerning administrative and operational problems, work plans, and strategic plans; makes appropriate decisions or recommendations; oversees the preparation and implementation of long range plans for the City.
12. Serves as a resource for the City Council, department personnel, City staff, other organizations, and the public; coordinates pertinent information, resources, and work teams necessary to support a positive and productive environment.
13. Performs all duties as may be prescribed by City Council action; directs the preparation of plans and specifications for work that the City Council orders.
14. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public administration.
15. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
16. Performs related duties as required.

QUALIFICATIONS

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

Knowledge of:
Operations, services, and activities of a municipality.
Advanced principles and practices of public administration and local government administration.
Current social, political, and economic trends and operating characteristics/problems of municipal government.
Principles and practices of program development and administration. Government, council, and local and state legislative processes.
Principles and practices of fiscal and strategic planning.
Methods of analyzing, evaluating, and modifying administrative procedures.
Principles and practices of municipal finance and budget preparation and administration.
Methods and techniques for goal setting and program evaluation.
Principles of supervision, training, and performance evaluation.
Principles of effective public relations and interrelationships with community groups and agencies, the private sector, and other levels of government.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Pertinent federal, state, and local codes, laws, and regulations.

Ability to:
Manage and direct the operations, services and activities of a major municipality. Plan, organize, and direct the work of staff.
Select, supervise, train, and evaluate staff. Delegate authority and responsibility.
Negotiate and resolve complex issues.
Identify and respond to sensitive community, organizational, and City Council issues, concerns, and needs.
Prepare clear and concise administrative and financial reports. Prepare and administer large and complex budgets.
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods and techniques. Interpret and apply federal, state, and local policies, laws, and regulations.

Respond to inquiries or complaints and explain regulations and procedures to the general public, members of the business community, and representatives of other agencies and organizations.

Effectively present information to top management, public groups, and/or boards of directors. Exercise sound, independent judgment within general policy guidelines.

Deal constructively with conflict and develop consensus.

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

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

Education/Training:
A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or related field. A Master's degree is desirable.

Experience:
Ten years of progressively responsible experience in municipal government including five years of management and administrative experience.

License or Certificate:
Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

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

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

Date: November 2016
Ralph Andersen & Associates

EXHIBIT "B"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

EXHIBIT "C"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Irwindale, a charter city and municipal corporation (hereinafter referred to as "THE CITY"), and Julian A. Miranda, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will city manager effective _____ serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently ___ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, ____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and __ cents ($_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____ __, ____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

> "General Release--Claims Extinguished"
>
> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of $100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the

respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

Mayor
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Julian A. Miranda

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

_____
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

DRAFT

FIRST AMENDMENT TO
CITY OF IRWINDALE
CITY MANAGER EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT (the "Amendment No. 1") is made and entered into August 28, 2024, by and between the CITY OF IRWINDALE, a charter city and municipal corporation (the "City") and JULIAN A. MIRANDA, an individual ("Employee").

RECITALS

WHEREAS, Employee commenced services as the City Manager of the City on February 14, 2022 pursuant to the City Manager Employment Agreement (the "Agreement") between Employee and the City; and

WHEREAS, in accordance with the Agreement Sections 2.2, 2.3 and 5.4, the City Council and Employee agreed to conduct an annual salary review concurrently with an annual performance evaluation to occur within thirty days after each anniversary of the Employee's appointment; and

WHEREAS, the City Council recently conducted a performance review of Employee and the parties have jointly agreed to forego a base salary increase for the second full year of employment, as set forth in section 2.2. The City and Employee now desire to amend the Agreement by this First Amendment to provide: (i) 5% of Cost of Living Adjustment effective September 1, 2024; (ii) 10 hours of additional administrative leave; (iii) a dollar for dollar match of up to $100 per month of Employee's contribution towards the City Authorized Deferred Compensation Plan; (iv) effective January 1, 2025, an increase in vacation leave cap of 350 hours; (v) up to 5 working days of bereavement leave (no more than 40 hours of which would be paid); and (vi) the ability to use up to 40 hours of sick leave as personal leave per calendar year; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this Amendment No. 1; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Sections 2.3, 6.7, 6.8, 6.9 6.13, and 6.14 of the Agreement are amended and revised to read, in their entirety, as follows (added language in ***bold italics***, deleted language in ~~strikethrough~~):

A. Section 2.3 Cost of Living Adjustments. ***Effective September 1, 2024,*** Employee shall be entitled to ***a one-time 5%*** so-called cost of living adjustment ("COLA") to the Salary, as received by Unclassified Management Employees under Resolution ~~2021-116-3238~~***2024-63-3540***, A Resolution Adopting A Schedule of Salaries and Benefits for Unclassified Management

Employees ("Department Head Benefits Resolution"), as it may be amended from time to time for all Unclassified Management Employees. The COLA, if any, shall be considered separate from the adjustment of Salary based on Employee's performance, following the annual performance reviews performed in accordance with Section 5.2 of this Agreement.

B. Section 6.7 Deferred Compensation. Employee may, at his sole cost and expense, participate in the City's Deferred Compensation Program. The City currently has two plan options under its Deferred Compensation Program: (a) ICMA-RC, and (b) the Nationwide Retirement Solutions plans. ~~Employee acknowledges that City does not provide any matching benefits or other payments towards the Deferred Compensation Program.~~ ***The City will match dollar for dollar an amount up to one hundred dollars ($100.00) per month of an Employee's contribution to a City Authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. The combined contribution between the City's and Employee's contribution to the City's Deferred Compensation Plan(s) shall not exceed the maximum permitted by law.***

C. Section 6.8 Vacation Leave. ***Hours accrued over two-hundred seventy-five (275) shall be included in the first paycheck of January 2025. Effective January 1, 2025,*** Employee shall accrue vacation leave in accordance with the formula below, with an accrual cap of three hundred-***fifty (350) hours*** ~~(300) hours. , over which he shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring his accrual down to the three hundred (300) hour accrual cap.~~ ***Once Employee has accumulated the maximum accrual amount of three hundred fifty (350) hours, no more vacation leave can be accrued until the accrual has been reduced below the cap.*** The number of hours accrued bi-weekly, based on full-time continuous service with the City of Irwindale only, is as follows:

Years of Service	Hours Accrued Bi-weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13 +	6.154

D. Section 6.9 Sick Leave. Employee shall accrue sick leave at the rate of 3.693 hours bi-weekly. Employee' s use of sick leave shall be as provided in the Irwindale Personnel Rules. With respect to buy back of unused sick leave, Employee, upon termination or cash in request, shall be provided sick leave buy back at the following rates:

over 950 hours	25% of total sick leave value
571 - 950 days	50% of total sick leave value
1" 570 hours	75% of total sick leave value

Employee must maintain a minimum balance of 80 hours of sick leave after any

cash out of sick leave in order to be eligible for cash out of sick leave. ***Employee may use up to forty (40) hours of sick leave as "personal leave" per calendar year. The appropriate use of personal leave shall be limited to situations such as lawyer's appointments, drivers license renewal, home repair appointments, domestic situations not involving family illnesses, and business appointments which normally cannot be done at other non-work times. However, in no event shall personal leave be used to extend vacation time.***

E. Section 6.13 Bereavement Leave. ~~Employee shall be entitled to such bereavement leave equal to four (4) days, totaling not more than 40 hours (4 days x 10 hours per work day).~~ ***Consistent with the City's Bereavement Leave Policy, Employee shall be entitled to bereavement leave equal to five (5) working days, of which no more than forty (40) hours would be paid per incident. If Employee requires more than forty (40) hours for bereavement, Employee may use vacation leave, executive leave, or sick leave available to the Employee, with prior approval, where appropriate.***

F. Section 6.14 Administrative Leave. Employee shall accrue administrative leave at the rate of sixty (60) hours per year, which hours shall be credited to Employee the first pay period in January of each calendar year. ~~Administrative leave hours shall be used prior to any floating holiday hours and accrued vacation leave hours available to Employee. Administrative leave shall not be carried over from year- to- year. Any and all unused administrative leave hours will be cashed out and included in the first paycheck in January of the following calendar year. Additionally, any unused administrative leave hours shall be cashed out upon separation of Employee.~~ ***Employee shall be entitled to utilize an additional ten (10) hours, for a total of seventy (70) hours of administrative leave per calendar year. Employee expressly agrees and waives any claim to compensation for the administrative leave. The Parties agree that administrative leave shall not vest, and these hours must be used within the calendar year credited, and shall not be cashed out or carried over.***

SECTION 3. Except as expressly amended by this Amendment No. 1, all provisions of the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the CITY OF IRWINDALE has caused this Amendment No. 1 to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this Amendment No. 1, all in triplicate.

CITY OF IRWINDALE

Albert F. Ambriz, Mayor

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra, City Attorney

EMPLOYEE

Julian A. Miranda

RESOLUTION NO. 2025-09-3597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF IRWINDALE AND JULIAN A. MIRANDA

WHEREAS, Julian A. Miranda ("Employee") commenced services as the City Manager of the City effective February 14, 2022 pursuant to the City of Irwindale City Manager Employment Agreement (the "Agreement") between Employee and the City; and

WHEREAS, on August 28, 2024, the City Council and Employee entered into the First Amendment to the Agreement ("First Amendment"); and

WHEREAS, the City Council now desires to approve the Second Amendment to the Agreement, a copy of which is attached hereto, in order to: i) provide a base salary increase from city manager salary Step D to Step E effective February 14, 2025; ii) provide a four percent (4%) base salary increase as a cost of living adjustment effective the first full payroll period on or after July 1, 2025; iii) extend the term of the Agreement until February 15, 2026; iv) revise language pertaining to Employee's retiree medical benefit to reflect that CalPERS may determine Employee's hire date for purposes of retiree medical to be before January 1, 2011; v) revise language pertaining to Employee's CalPERS retirement formula to reflect that CalPERS may determine Employee's hire date for purposes of his retirement formula to be before January 1, 2011; and vi) provide that Employee will pay an additional one percent (1%) as CalPERS cost sharing effective the first full payroll period on or after July 1, 2025.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Second Amendment to the City Manager Employment Agreement between the City of Irwindale and Julian A. Miranda, a copy of which is attached hereto, is hereby approved.

SECTION 3. The Mayor is authorized to execute the Second Amendment to the City Manager Employment Agreement on behalf of the City subject to City Attorney approval as to form.

SECTION 4. This Resolution shall immediately take effect upon passage.

PASSED, APPROVED AND ADOPTED this 8th day of January 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-09-3597 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 8th day of January 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

SECOND AMENDMENT TO
CITY OF IRWINDALE
CITY MANAGER EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT (the "Second Amendment") is made and entered into January 8, 2025, by and between the CITY OF IRWINDALE, a charter city and municipal corporation ("City") and JULIAN A. MIRANDA, an individual ("Employee").

R E C I T A L S

WHEREAS, Employee commenced services as the City Manager of the City on February 14, 2022 pursuant to the City Manager Employment Agreement ("Agreement") between Employee and the City (collectively "Parties"); and

WHEREAS, Section 9.2 of the Agreement provides that it "may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require approval by the affirmative vote of three (3) members of the Council[;]" and

WHEREAS, pursuant to Resolution No. 2023-22-3400 adopted by the City's City Council on March 8, 2023, the City provided Employee a five percent (5%) base salary increase pursuant to Section 2.2 of the Agreement, moving Employee from city manager salary Step C to Step D; and

WHEREAS, on August 28, 2024, the City and Employee entered into the First Amendment to the Agreement ("First Amendment"); and

WHEREAS, the Parties now desire to further amend the Agreement to: i) provide a base salary increase from city manager salary Step D to Step E effective February 14, 2025; ii) provide a four percent (4%) base salary increase as a cost of living adjustment effective the first full payroll period on or after July 1, 2025; iii) extend the term of the Agreement until February 15, 2026; iv) revise language pertaining to Employee's retiree medical benefit to reflect that CalPERS may determine Employee's hire date for purposes of retiree medical to be before January 1, 2011; v) revise language pertaining to Employee's CalPERS retirement formula to reflect that CalPERS may determine Employee's hire date for purposes of his retirement formula to be before January 1, 2011; and vi) provide that Employee will pay an additional one percent (1%) as CalPERS cost sharing effective the first full payroll period on or after July 1, 2025; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this Second Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 2.1 of the Agreement shall be amended to read, in its entirety, as follows :

> "2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base annual compensation is currently Two Hundred and Fifty Three Thousand Five Hundred and Twenty Three Dollars and No Cents ($253,523.00) annually ("Salary") (equivalent to salary range 88, Step D), which shall continue to be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.
>
> Effective February 14, 2025 Employee's base annual Salary shall be increased to the Step E salary range for the position of city manager, such that his new base annual Salary effective as of that date shall be Two Hundred and Sixty Six Thousand One Hundred Ninety Nine Dollars and No Cents ($266,199.00).
>
> Effective the first full payroll period on or after July 1, 2025, Employee's base annual Salary shall be increased by four percent (4%) as a cost of living adjustment such that his Salary as of that date shall be Two Hundred and Seventy Six Thousand Eight Hundred and Forty Six Dollars and No Cents ($276,846.00). (This cost of living Salary adjustment is equivalent to that to be given to Irwindale Management Employees Association ("IMEA") represented employees as of July 1, 2025, pursuant to the Memorandum of Understanding By and Between the City of Irwindale and [IMEA] July 1, 2024 – June 30, 2027.)"

SECTION 3. Section 3.2 of the Agreement shall be amended to read, in its entirety, as follows:

> "3.2 Term. The term of this Agreement commenced as of the Effective Date and will be until February 15, 2026 and, thereafter, the term of this Agreement may be extended for such an additional term(s) as Employee and City Council mutually deem appropriate, as evidenced by a writing signed by both parties."

SECTION 4. Section 6.5 of the Agreement shall be amended to read, in its entirety, as follows:

> "6.5 Medical, Dental, Vision and Other Insurance. The City shall provide to Employee the same group medical, dental, and vision insurance plans offered to Unclassified Management Employees under the Department Head Benefits Resolution, as it may be amended from time to time. The City shall provide and pay for a life insurance policy for Employee with coverage in the amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00), as well as coverage for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents ($5,000.00) each. The City shall also provide and pay for an accidental death and dismemberment ("AD&D") insurance policy for Employee

only in the amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00).

In the event that Employee can demonstrate, to the satisfaction of the City, that he has obtained substantially equivalent medical, dental and vision coverage through some other insurance plan in lieu of City-provided insurance, then so long as Employee maintains such medical, dental and vision insurance coverage, he shall be entitled to reimbursement from the City of one-half (1/2) of the average monthly cost to the City for single employee medical coverage only. The City shall have the sole and unfettered right to determine whether Employee has satisfactorily demonstrated substantially equivalent medical, dental and vision coverage, and Employee must, at least annually, provide written proof of such substantially equivalent medical, dental, and vision coverage in a form satisfactory to the City. Any such reimbursement payment described in this paragraph shall be made bi-weekly through the regular payroll system, and such payment shall not add to Employee's base pay.

Employee shall be eligible for retiree medical consistent with that provided to Unclassified Management Employees based on hire date as determined by CalPERS and subject to the terms and qualifications for receipt of such retiree medical benefits afforded to Unclassified Management Employees under the Department Head Benefits Resolution, as follows:

i) In the event CalPERS determines Employee's hire date for purposes of retiree medical to be prior to January 1, 2011, then Employee shall be provided retiree medical benefits consistent with that provided to Unclassified Management Employees hired before January 1, 2011, subject to the terms and qualifications for receipt of such retiree medical benefits afforded to Unclassified Management Employees under the Department Head Benefits Resolution. The City currently pays one hundred percent (100%) of the premium for any CalPERS medical plan, inclusive of eligible dependents as defined by CalPERS, so long as the employee remains eligible for CalPERS medical coverage.

ii) In the event CalPERS determines Employee's hire date for purposes of retiree medical to be on or after January 1, 2011, then Employee shall be provided retiree medical for Unclassified Management Employees hired on or after January 1, 2011, subject to the terms and qualifications for receipt of such retiree medical benefits afforded to Unclassified Management Employees under the Department Head Benefits Resolution. Such retiree medical benefit will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479, which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount

towards retiree medical premium for any CalPERS medical plan. Contribution levels shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

Notwithstanding the foregoing, Employee acknowledges that his hire date for purposes of retiree medical is determined by CalPERS, and that he will be provided retiree medical consistent with CalPERS' determination, and applicable laws and regulations.

Employee shall be eligible to participate in the City's Internal Revenue Code section 125 and 129 Flexible Spending Account plans, which are administered through a vendor selected at the City's sole discretion. The City's FSA plans presently maintain a cap of Five Thousand Dollars ($5,000) for dependent care expenses and Two Thousand Six Hundred Dollars ($2,650) for health care

expenses, which caps may be adjusted based on revisions to IRS regulations. Employee's participation in such plans is voluntary and Employee shall be solely responsible for any desired plan contributions. The Parties agree that the City has not provided legal or tax advice to Employee as to whether dependent care and health care expenses are legally tax deductible to or by Employee.

SECTION 5. Section 6.6 of the Agreement shall be amended to read, in its entirety, as follows:

"6.6 PERS. Based on information provided to the City by CalPERS, Employee is believed to be a tier 1 "classic" member of CalPERS participating in the City's 2% at 55 formula for miscellaneous employees hired before January 1, 2011 (for CalPERS retirement formula purposes). Such formula is subject to the following CalPERS contract provisions: (i) Fourth level of 1959 Survivors Program; (ii) Military service as public service; (iii) average monthly pay rate and special compensation for highest twelve (12) consecutive months; (iv) improved non-industrial disability allowance; (v) post-retirement survivor allowance; and (vi) credit for unused sick leave. The City shall pay the full employer CalPERS contribution. The employee contribution of 7% shall be paid by Employee.

Effective the first full payroll period on or after July 1, 2025, Employee shall contribute an additional one percent (1.0%) of compensation earnable as cost sharing toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). If for any reason the City is not able to make any of the cost sharing deductions set forth above, the cost sharing will be implemented outside of a CalPERS contract amendment as authorized by California Government Code Section 20516(f). This cost sharing contribution will be in addition to the seven percent (7%) statutory employee contribution already paid by Employee and will increase Employee's contribution to a total of eight percent (8%) total.

Notwithstanding the foregoing, Employee acknowledges that his CalPERS member status and applicable retirement formula is determined by CalPERS based on the requirements of the City's CalPERS contract, the Public Employees Retirement Law and the Public Employees' Pension Reform Act, and that he will be enrolled in the appropriate retirement plan as determined by CalPERS."

SECTION 6. Except as expressly amended by this Second Amendment and the First Amendment, all provisions of the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment and the First Amendment to the Agreement.

IN WITNESS WHEREOF, the CITY OF IRWINDALE has caused this Second Amendment to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this Second Amendment, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF IRWINDALE

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

_____
Adrian Guerra, City Attorney

EMPLOYEE

_____
Julia A. Miranda

Item #21.A.

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Appointment of ICF Boardmember

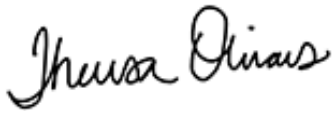
Executive Director's Recommendation:

Adopt Resolution No. 2025-10-3598 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE RESIDENT REPRESENTATIVE MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION FOR A TERM EXPIRING JUNE 30, 2026".

Administrative Action:

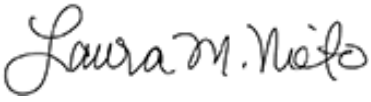
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



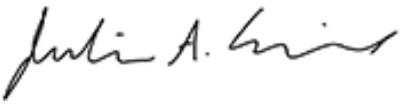
Reviewed by:

Adrian R. Guerra, City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On October 10, 2018, the City Council adopted Resolution No. 2018-72-3066 establishing a Non-Profit Community Foundation for the purpose of accepting and using funds donated to the City for community purposes.

On July 24, 2024, the City Council adopted Resolution No. 2024-50-3527 thereby appointing then-Mayor Albert F. Ambriz as the City Council representative and Vanessa Duran and Nathan Romero as the Resident representatives to the Board for terms expiring June 30, 2026. On December 11, 2024 the City Council adopted Resolution No. 2024-104-3581 appointing current ICF Resident Representative Nathan Romero to the Irwindale Parks & Recreation Commission.

On December 12, 2024 a citywide mailer was sent to all Irwindale households soliciting applications for the Resident vacancies in accordance with the requirements of the Maddy Act (Gov't Code § 54970, *et seq*.). The following residents submitted their applications for consideration of appointment to fill an unscheduled vacancy with a term ending June 30, 2026:

- Dena Zepeda
- Pat Gonzales
- Dominique Reyes

All directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the Board shall be filled by appointment by a majority vote of the City Council. Directors of the Board may be removed with or without cause by a majority vote of the City Council. It would now be appropriate for the City Council to appoint one (1) Irwindale Resident Representative to fill an unscheduled vacancy with a term expiring June 30, 2026.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Resolution No. 2025-10-3598 ICF Unscheduled Resident Vacancy
2. Dena Zepeda
3. Pat Gonzales
4. Dominique Reyes

RESOLUTION NO. 2025-10-3598

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A RESIDENT REPRESENTATIVE MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION FOR TERM EXPIRING JUNE 30, 2026

WHEREAS, on October 10, 2018, the City Council adopted Resolution No. 2018-72-3066 establishing a Non-Profit Community Foundation for the purpose of accepting and using funds donated to the City for community purposes; and

WHEREAS, on February 13, 2019, the City Council approved the Articles of Incorporation and the Bylaws of the Irwindale Community Foundation that states the board of directors ("Board") shall be five (5) members, who serve staggered terms of four (4) years, and shall be composed of the following: one sitting member of the Irwindale City Council; two (2) residents of the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale and two (2) representatives of businesses located in the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale; and

WHEREAS, on July 24, 2024, the City Council adopted Resolution No. 2024-50-3527 thereby appointing then-Mayor Albert F. Ambriz as the City Council representative and Vanessa Duran and Nathan Romero as the Resident representatives to the Board for terms expiring June 30, 2026; and

WHEREAS, on December 11, 2024 the City Council adopted Resolution No. 2024-104-3581 appointing current ICF Resident Representative Nathan Romero to the Irwindale Parks & Recreation;

WHEREAS, on December 12, 2024 a citywide mailer was sent to all Irwindale households soliciting applications for the Resident vacancies in accordance with the requirements of the Maddy Act (Gov't Code § 54970, *et seq*.); and

WHEREAS, two (2) residents submitted applications for consideration of appointment to the Board by the deadline of December 30, 2024; and

WHEREAS, all directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the board shall be filled by appointment by a majority vote of the City Council. Directors of the Board may be removed with or without cause by a majority vote of the City Council; and

WHEREAS, the City Council now desires to appointment one (1) resident representatives to the Irwindale Community Foundation Board for full terms expiring June 30, 2026.

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

Section 1. Pursuant to bylaws of the Irwindale Community Foundation, the following is hereby appointed as a Resident representative of the Irwindale Community Foundation Board for terms expiring June 30, 2026:

_____

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this _____ day of January 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-10-3598 was adopted at an regular meeting of the Irwindale City Council held on the ____ day of January 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Name: Dena Zepeda

Address: [redacted]

Occupation: Retired

Employer: _____

Address: _____

Home Phone: ( ) [redacted] Business Phone: ( ) _____

Years in Irwindale: 50 Registered Voter? _____

Educational background / degree: High School Grad

Licenses or Special Certificates: N/A

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Los Angeles Homeless Committee
Covina Valley PTA Membership Committee

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

To reach out to more businesses to be involved in our community. Bring in funds for
For more free programs. To serve as a voice for our residents ideas n needs.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

Experience in many aspects of raising money, collecting donations and communicating with residents and businesses in The City of Irwindale since 2016 to create this program

Have you applied for any City Board or Commission before? Yes X No ____

If so, which one? Irwindale Foundation

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

7 years of working with my council on bringing this Foundation and keeping it funded. Very active in City of Irwindale Able to communicate with businesses and organizations.

Strong social kills.. my interest is to keep this foundation funded for residents needs and wants.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 12-13-24

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Irwindale Community Foundation**
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS MONDAY, DECEMBER 30, 2024 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

RECEIVED

DEC 16 2024

CITY OF IRWINDALE
CITY CLERKS DEPT.

rcvd 12/16/24 fn

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT TO IRWINDALE COMMUNITY FOUNDATION

Name: Pat Gonzales

Address: [redacted]

Occupation: Retired. Volunteer

Employer: Not Applicable

Address: N/A

Home Phone: ( ) [redacted] Business Phone: ( )

Years in Irwindale: 25 Registered Voter? yes

Educational background / degree: Bachelors and Masters Degrees, Organizational Leadership

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Senior Commission, Planning Commission. I served as a member of SEIU 721 negotiation team regarding employee wages for the City of Pico Rivera. I served as a Shop Steward representing employees with work related issues.

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

As a resident I like to be a part of the city's growth and assist with future changes. I believe resident input is a priority to all decisions made regarding th city. I have previously served on the senior commission and planning commission.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)
I stay current with the City Council as well as the P&R, Senior and Planning Commissions.
I do my research on subjects that are presented and having worked for another city
I am familiar with the day to day issues a city government may face.

Have you applied for any City Board or Commission before? Yes X No ____
If so, which one? Planning and Senior Commissions

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:
I keep up with the decisions made by council and how they affect the residents. I volunteer
at the Senior Center and the Parks & Recreation department. I advocate for seniors on
issues they may have at the center.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: December 16, 2024

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Irwindale Community Foundation**
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS MONDAY, DECEMBER 30, 2024 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Name: _____Dominique Reyes_____

Address: [redacted]_____

Occupation: _____Subcontracts Manager _____

Employer: _____NASA Jet Propulsion Laboratory _____

Address: _____4800 Oak Grove Dr La Canada Flintridge CA 91011_____

Home Phone: [redacted]_____ Business Phone: (626) __659-3497_____

Years in Irwindale: _____23_____ Registered Voter? _____Yes_____

Educational background / degree: _____Masters Student - Business Anayltics _____

Licenses or Special Certificates: _____N/A_____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. _____N/A_____

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

I am driven by a strong desire to give back to our community through public service. Having grown up in this town and benefited from its resources and opportunities, I feel a sense of duty to contribute my time and skills to its continued success. Serving in the Irwindale Community Foundation would allow me to give back through participating in programs that directly impact the lives of residents, businesses, and future generations, fulfilling my commitment to civic duty and community betterment.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

I bring to the table a combination of analytical prowess, collaborative spirit, attention to detail, and effective communication skills that I believe make me well-suited for a role on the Irwindale Community Foundation. I have been a dedicated student, employee and long-term resident for many years. Through my experiences, I have built strong communication and advocacy skills that enable me to engage residents, convey complex ideas clearly, and advocate for decisions that promote the long-term well-being of our hometown.

Have you applied for any City Board or Commission before? Yes _x_ No ___

If so, which one?

_____Planning and Parks and Recreation Commision_____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

My experience volunteering with youth in Los Angeles has cultivated my collaborative approach, fostering open dialogue and teamwork to address community needs. I will bring this collaborative spirit to the Irwindale Community Foundation, where I seek to engage with fellow volunteers and residents to assist in programs that benefit our hometown. Additionally, my pursuit of a bachelor's degree and ongoing studies toward a master's degree demonstrate my commitment to continuous learning and academic rigor, equipping me with the knowledge and skills to tackle the multifaceted challenges of community planning with

attention to detail and thoroughness.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____Dominique Reyes_____ Date: 12/23/2025

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS MONDAY, DECEMBER 30, 2024 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

Item #22.A.

City of IRWINDALE
AGENDA REPORT

Date: January 8, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Irwindale Gateway Specific Plan

City Manager's Recommendation:

City Manager's Recommendation : That the City Council consider the Planning Commission's Resolutions Nos. 834(24), 835(24), 836(24), 837(24), and 838(24) recommending the City Council certify the FEIR and approve the proposed Irwindale Gateway Specific Plan and associated entitlements; and:

1. Adopt Resolution No. 2025-01-3589, entitled "A RESOLUTION OF THE city council of the CITY OF IRWINDALE (1) CERTIFYing THE ENVIRONMENTAL IMPACT REPORT, STATE CLEARING HOUSE (SCH# 2023020290); (2) ADOPTing THE FINDINGS REQUIRED BY CEQA GUIDELINES, SECTION 15091; (3) ADOPTing THE PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM; AND (4) ADOPTing A STATEMENT OF OVERRIDING CONSIDERATIONS, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE IRWINDALE GATEWAY SPECIFIC PLAN";

2. Adopt Resolution No. 2025-02-3590, entitled "A RESOLUTION OF THE city council OF THE CITY OF IRWINDALE AMENDing THE COMMUNITY DEVELOPMENT ELEMENT AND LAND USE PLAN MAP OF THE CITY'S GENERAL PLAN (GPA NO. 02-2022) FROM REGIONAL COMMERCIAL TO SPECIFIC PLAN FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNs: 8532-002-046 AND 8532-002-047) AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF";

3. Direct the City Attorney to Read the title of the ordinance, waive further reading of the ordinance, and introduce for first reading Ordinance No. 787, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING ZONE ORDINANCE AMENDMENT NO. 02-2023 to add Irwindale gateway SPECIFIC PLAN to title 17 of the irwindale municipal code (IMC), DEFINING permitted uses, regulating the sizes and locations of buildings, specifying design GUIDELINES and development standards, addressing mobility and connectivity topics, identifying project infrastructure and services, and providing administrative and implementation language for property located at 13620 live oak lane, Irwindale, ca (APNs: 8532-002-046 AND 8532-002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)";

4. Direct the City Attorney to Read the title of the ordinance, waive further reading of the ordinance, and introduce for first reading Ordinance No. 788, entitled "AN ORDINANCE

OF THE CITY COUNCIL OF THE CITY OF IRWINDALE MODIFYING THE CITY OF IRWINDALE ZONING MAP (ZONE CHANGE NO. 02-2022) FROM M-2 (HEAVY MANUFACTURING) TO IRWINDALE GATEWAY SPECIFIC PLAN for property located at 13620 LIVE OAK LANE, IRWINDALE, CA (APNs: 8532-002-046 AND 8532-002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)"; and

5. Adopt Resolution No. 2025-05-3593, entitled "A RESOLUTION OF THE city council of the city of Irwindale APPROVing TENTATIVE PARCEL MAP NO. 83854 TO CREATE SEVEN (7) PARCELS FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-04) in the M-2 (HEAVY Manufacturing) Zone SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF."

Alternative Actions:

1. Direct staff to prepare resolutions of denial based on recommended findings of fact to be brought back at the next regularly scheduled City Council meeting for adoption; OR

2. Direct staff to work with the applicant to revise the project and continue the hearing to a date certain.

Administrative Action:

Reviewed by:

Adrian R. Guerra, City Attorney

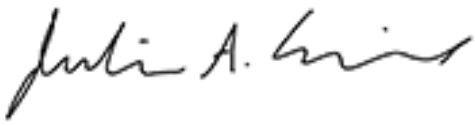


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

REQUEST

Jeff Dritley of KP Irwindale Owner, LLC, the Applicant is requesting approval of the Irwindale Gateway Specific Plan (SP), which would provide direction for development of the property located at 13620 Live Oak Lane over the next several years. The Irwindale Gateway Specific Plan ("Specific Plan") provides a comprehensive land use program to guide the development of an approximately 66.64-acre property. The Specific Plan covers an approximately 52.65-acre developable portion (the "Development Area") and 13.99 acres of undevelopable area (SCE easement and roadway

dedications). The Specific Plan land use concept features an industrial business park with up to 997,796 square feet of building space and a number of utility-scale battery energy storage system facilities.

The Irwindale Gateway Specific Plan Entitlements for the proposed project include:

1. General Plan Amendment (GPA) No. 02-2022 – To change the General Plan Land Use Designation from Regional Commercial to Specific Plan.
2. The Irwindale Gateway Specific Plan Zone Change (ZC) No. 02-2022 – To change the Zoning Map designation from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan.
3. Zone Ordinance Amendment (ZOA) No. 02-2023 – To add the Irwindale Gateway Specific Plan to Title 17 of the City of Irwindale Municipal Code.
4. Tentative Parcel Map No. 83854 – To subdivide the site into seven (7) parcels.
5. Certify the Final Environmental Impact Report for the project.



BACKGROUND/HISTORY

On November 27, 2024, the City Council received copies of the following documents for advanced review:

- Irwindale Gateway Specific Plan, date stamped November 26, 2024
- Revised Irwindale Gateway Specific Plan revised pages 34 and 44 (per Planning Commission)
- Draft Environmental Impact Report (DEIR)
- Final Environmental Impact Report (FEIR) without Appendices

Planning Commission
On November 14, 2024, the Planning Commission held a Special Meeting at which the proposed entitlements were heard. The Planning Commission recommended approval to the City Council of all four (4) entitlements and the environmental document. During the Meeting, the Planning Commission recommended the following revisions:
Draft Specific Plan

- Page 34 – Remove "Asphalt Plants" from the use matrix.
- Page 44 – Revise the language as follows:

  Existing: A Spanish contemporary influence is desired throughout the Development Area. All design elements of Buildings shall be compatible (but not identical) in character, massing, and materials in order to promote a clean and contemporary style.

  Proposed: A Spanish contemporary influence is ~~desired~~ required throughout the Development Area. All design elements of Buildings shall be compatible (but not identical) in character, massing, and materials in order to promote a clean and contemporary style.

On October 28, 2024, this item was brought before the Planning Commission but was continued to a date certain (November 26, 2024). The November 26, 2024 Special Meeting was later rescheduled to the Special Meeting of November 14, 2024.

The entire Specific Plan site is comprised of two (2) parcels (APNs 8532-002-046 and 8532-002-047), commonly known as 13620 Live Oak Lane and 1380 Arrow Highway.

The Live Oak Lane site was vacant/undeveloped from 1894 to 1941 and operated as a former sand and gravel quarry from approximately 1957 to 1973, remaining vacant to 1986. Between 1985 and 1996, the Los Angeles Regional Water Quality Control Board issued permits to fill the pit, an Environmental Impact Report (EIR) and supplemental EIR were approved for the Nu-Way Live Oak Inert Landfill. In 1996, the Nu-Way Live Oak Inert Landfill was permitted for operation. Between 2005 and present day, a Mitigated Negative Declaration (MND) was approved for early closure of the landfill as well as approval of a Conditional Use Permit (CUP) for the importing, exporting, stockpiling and crushing of broken concrete and asphalt for construction base.

The Arrow Highway site has had many uses since 1957, including a retention pond, material and vehicle storage, and most recently a street-sweeping business established in 1983. The site has been vacant since 2022.

Nu-Way Live Oak Reclamation Operations Plan
The Nu-Way Live Oak Reclamation Operations Plan addresses the existing fill. Site reclamation will cover approximately 80 percent of the project site. The Operations Plan for site reclamation has been approved by the Regional Water Quality Control Board. The rough grading plan was approved by the County of Los Angeles Department of Public Works (9/16/22), and the City of Irwindale has issued a grading permit for this work (10/27/22). The Operations Plan is currently underway and will be

completed prior to implementation of the Specific Plan. The rough graded site per the Operations Plan serves as the baseline conditions for implementation of the Specific Plan. This phase, for which completion is slated for an additional two (2) years, is not a part of the proposed project and is not analyzed in the EIR.

The Operations Plan addresses all requirements related to on-site excavation, processing, and recompaction of existing fill. The Operations Plan includes measures to address site setup, materials processing, equipment, salvaging, hazardous waste, worker safety and training, and fugitive dust generated from reclamation operations as well as noise, odor, litter, rodents and insects, fires, sanitary facilities, and accidental spills.

As part of the Operations Plan, temporary movable structures (e.g., portable toilets, sunshades, office trailer) will be installed throughout the project site as appropriate. Reclamation operations will include excavation of existing fill in workable areas down to predetermined depths and inspection for noncompliant materials such as hazardous wastes, organics, and asbestos. Noncompliant materials will be segregated and removed. Concurrently, excavated material will be processed as necessary to create fill-specification-compliant material. Compaction monitoring and testing will be conducted with settlement monitors placed at selected locations; areas that do not pass the compactions standards will be excavated and replaced. All reclamation operations will be overseen by a California Professional Geotechnical Engineer or equivalent, as determined by the Director of Engineering. Final elevation of the project site is estimated to match that of the adjacent grade.

ANALYSIS

Development of the proposed business park will be implemented and regulated through The Irwindale Gateway Specific Plan. The fundamental purpose of the proposed project is to develop an industrial business park and a Battery Energy Storage System (BESS) on the site to make productive use of a remediated property that previously operated as a landfill and a sand and gravel quarry. Consideration was given to create a comprehensive approach to architectural design; development and enhancement to the infrastructure on the site, circulation, parking, utilities and uses; and to consideration of adjacent properties while establishing the first large business park in the area. The specific plan process is crafted to meet the unique circumstances of the landfill and a sand and gravel quarry.

Approval of the Specific Plan will allow development of an industrial business park in way that provides flexibility in design and building placement, consistency in process and procedures, provides compatibility with adjacent neighborhoods, and addresses on and off-site impacts to local infrastructure and other environmental factors. Understanding the future desires to develop the 66.64-acre site in an orderly, comprehensive manner to make land use decisions for the area by ensuring future growth impacts have been analyzed and that adequate off-site public improvements are made. It also promotes mutual goals related to site development and architectural design consistency for the entire property.

The site is surrounded by the following uses and zoning as described in following table.

Surrounding Land Use

DIRECTION	EXISTING LAND USE	ZONING DISTRICT
North	**Commercial and Industrial Business Parks**	**M-2 (Heavy Manufacturing)**
South	**Southern California Edison (SCE) Substation**	**M-2 (Heavy Manufacturing)**
East	**Industrial Businesses/San Gabriel River**	**M-2 (Heavy Manufacturing)**
West	**I-605 Freeway/Park @ Live Oak**	**Park @ Live Oak Specific Plan**

THE IRWINDALE GATEWAY SPECIFIC PLAN OVERVIEW

The Applicant is seeking approval of The Irwindale Gateway Specific Plan, which would provide direction for enhancement and development over the next several years. These improvements throughout the 66.64-acre site would be implemented through the Specific Plan, which will govern future development of the industrial business park. The Specific Plan is comprised of a single planning area with two (2) development land use plan options.

Area	Size
Gross Site Area	66.64 acres
SCE Easement Area	9.61 acres
Right-of-Way Dedication	4.38 acres
Net Developable Area	**52.65 acres**

Option 1: 52.65-acre parcel developed as an industrial business park with three (3) buildings and associated parking and loading docks. The remaining 13.99 acres of the site would be used for public rights-of-way and the SCE easement. The three (3) buildings would allow a maximum of 997,796 square feet of building space—954,796 square feet of warehouse space and 43,000 square feet of office space.

;,serif;">

The analysis in the DEIR assumes that project development would take approximately 4.5 years and that the buildings would be completed and occupied sometime in late 2027 and/or early 2028. Detailed assumptions regarding impact analysis that depend on project schedule are included in the DEIR.

Off-site infrastructure improvements would commence after all related design and permits are approved, and construction would commence no later than the issuance of the first building permit. Completion of improvements would be no later than the issuance of a Certificate of Occupancy for a building that triggers the need to complete such work. The industrial buildings would have the flexibility to support a multitude of uses, including warehousing, distribution, and manufacturing. Daily operations would be dependent on the specific use but would include an operational workforce, maintenance, and security.

Option 2: 36.71-acre parcel developed as an industrial business park with two (2) warehousing/office buildings and a 15.94-acre parcel for the 400-megawatt BESS (electric energy storage, transmission and AC/DC and voltage conversion). The two (2) buildings would allow a maximum of 704,070 square feet—668,070 square feet of warehouse space and 36,000 square feet of office space. The preliminary design for the BESS has 353,000 square feet of battery arrays. Any BESS proposal would be subject to the approval of a

Construction of the industrial buildings under Option 2 would include the same timeline as under Option 1. The BESS would take approximately 18 months to construct after initial groundbreaking. The BESS is estimated to achieve its commercial operations date by late 2027. The BESS may be constructed in phases, in which case there may be shorter construction timelines for different phases of the project.

The maximum development capacity allowed by the Specific Plan consists of approximately 997,796 square feet of new development. Of the 997,796 square feet, a minimum of 36,000 square feet of commercial space and a maximum of 43,000 square feet of commercial space is permitted by the Specific Plan. The land uses are arranged to offer visibility and direct access to commercial and industrial uses from Live Oak Avenue, Live Oak Lane and Arrow Highway. The site is designed as an employment and commerce center with the advantage of the site's location adjacent to the I-605 and the local arterial roadway network. Commercial uses include a variety of professional offices and services, such as medical offices, financial institutions, and bakeries. The industrial uses range from warehousing and distribution, fabricating, assembly, and manufacturing to computer and electronic parks assembly. Section 6 "Development Standard" of the Specific Plan contains the full list of permitted uses.

ENTITLEMENTS

The entitlements associated with the project include consideration and certification of the Final EIR as the environmental document for the Specific Plan before approving a General Plan Amendment, Zone Change, Zone Ordinance Amendment, and Tentative Parcel Map.

The Planning Commission will be considering a recommendation to the Irwindale City Council for approval of entitlements necessary to permit the development of properties within the Specific Plan, which include:

Final Environmental Impact Report (FEIR) – Including comments received during the 45-day review period and proposed Mitigation Monitoring and Reporting Program (MMRP). The FEIR analysis determined that the proposed project, with implementation of Mitigation Measures, would result in significant and unavoidable environmental impacts in the areas of Air Quality (AQ) and Greenhouse Gas Emissions (GHG). Due to this determination, it requires the Irwindale City Council, as a Lead Agency, to approve a Statement of Overriding Considerations.

General Plan Amendment (GPA) No. 02-2022 – To Change the General Plan Land Use Designation from Regional Commercial to Specific Plan.

Zone Change (ZC) No. 02-2022 – To change the existing zoning designation and Zoning Map from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan. Pursuant to the provisions of Chapter 17.84 (Amendments) of the Irwindale Municipal Code (IMC), "the classification of property 'or existing zoning designation' may be amended whenever the public interest and necessity so require."

Zone Ordinance Amendment (ZOA) No. 02-2023 – To adopt Irwindale Gateway Specific Plan as the zoning document for the site. The Specific Plan will define permitted uses, regulate the locations of buildings, specify design guidelines and development standards, address mobility and connectivity topics, identify project infrastructure and services, and provide administrative and implementation language. The Irwindale Gateway Specific Plan constitutes the regulatory and policy document that guides and governs the growth of the business park over the next several years.

Tentative Parcel Map (TPM) No. 83854 – To allow the property to be subdivided into seven (7) parcels for future development. In order to recommend that the Planning Commission approve the request for the Tentative Parcel Map, the following findings must be made:

1. *The proposed map is consistent with the General Plan, applicable specific plans, and the Zoning Code.*

   The proposed map is for the subdivision of a property for development of industrial and commercial. The subject property has a General Plan land use designation of Regional Commercial and is zoned M-2 (Heavy Manufacturing). The proposed map is being processed with General Plan Amendment (GPA) No. 02-2022 to amend the Community Development Element and Land Use Plan Map to include the Irwindale Gateway Specific Plan. The Specific Plan proposes an industrial business park to include development standards concerning a) facilities and improvements; b) pedestrian and vehicular ingress, egress, and internal circulation; c) setbacks; d) height of buildings; e) mechanical and utility service equipment; f) landscaping; g) grading; h) lighting; i) parking; j) drainage; and k) intensity of land use so as to avoid traffic congestion, to ensure the public health, safety, and welfare, and to prevent adverse effects on surrounding properties. The proposed project involves redevelopment of a site that is a former landfill, and sand and gravel quarry.

2. *The design or improvement of the proposed subdivision is consistent with the General Plan, applicable specific plans, and the Zoning Code.*

   The proposed project is for development of an industrial business park. A General Plan Amendment, Zone Change, and Zone Ordinance Amendment are concurrently being processed for adoption with the subdivision for the Irwindale Gateway Specific Plan, under separate Resolutions and Ordinances. The design and improvement of the proposed subdivision is consistent with development standards established in the Specific Plan document with respect to land use, building height, parking, and landscaping.

3. *The site is physically suitable for the type of development proposed.*

   The site is ±66.64-acres currently served by an existing private street, Live Oak Lane. Live Oak Lane in its entirety, is a part of the subject property. As part of the improvements, a

total of 2,160 feet of Live Oak Lane will be dedicated to the City and improved to the City's standard of 60'-0". The remaining areas are already paved and will be converted to a public alley to connect the northern and southern sections of Live Oak Lane. In addition to the improved roadways, there will also be new sidewalk and landscaped setbacks.

4. *The site is physically suitable for the proposed density or intensity of development.*

   The 66.64-acre site is suitable for the proposed Specific Plan industrial business park, which provides for a maximum of 997,796 feet of building space, with private driveways and drive aisles, landscaping, and parking areas.

5. *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat.*

   The design or proposed improvements of the subdivision will not cause any substantial environmental damage or substantially injure fish, wildlife, or their habitats, or cause serious public health problems in that the Application will create seven (7) parcels from two (2) parcels in an area that has been planned for industrial and commercial uses. The subdivision is located on a former landfill and sand and gravel quarry within an urbanized area and is not the habitat of fish or wildlife. 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 prepared an Environmental Impact Report ("EIR").

6. *The design of the subdivision or type of improvements will not pose a threat to the public health, safety, and welfare.*

   The design of the subdivision and improvements will not pose a threat to the public health, safety, and welfare. Adequate fire and police protection is available to serve the project. Uses permitted and conditionally permitted within the proposed project are required to meet all Federal, State and local health and safety codes and regulations.

7. *The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.*

   There is an existing, 9.61-acre Southern California Edison (SCE) easement on the western portion of the site. Part of the Specific Plan's infrastructure plan includes the development of a new detention basin within this easement for the collection of project storm water flows.

8. *Any discharge of waste from the proposed subdivision into an existing sewer system would not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board.*

   The proposed subdivision is served by an existing City sewer system and is required to comply with all requirements of the California Regional Water Quality Control Board.

1. *The requirements of CEQA have been satisfied.*

   Pursuant to 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 prepared an Environmental Impact Report ("EIR"), SCH# 2023020290. Even after the adoption of all feasible Mitigation Measures as identified in the Mitigation Monitoring and Reporting Program (MMRP), certain significant or potentially significant environmental effects caused by the Project directly, or cumulatively, will remain and a Statement of Overriding Considerations is recommended to be adopted as part of the project.

Scoping and Community Meetings

The Notice of Preparation related to the EIR was released by the City for public comment on February 10, 2023 and concluded on March 11, 2023. Eleven (11) comments were received during the comment period. These comments were provided by South Coast Air Quality Management District (AQMD), California Department of Resources Recycling and Recovery (CalRecycle), City of Covina, Department of Justice (DOJ), Department of Fish and Game, Los Angeles County Fire, Mike Mohajer, Robert Diaz, Ralph Velador (LIUNA), Mitchell M. Tsai and Southern California Association of Governments (SCAG). During the 30-day comment period, a Public Scoping meeting was held on March 2, 2023 to gather information for the scope of the Draft EIR. The meeting was held in the Senior Center Dining Room (16116 Arrow Highway) at 6:00 PM. The oral and written comments received during the meeting were addressed in the Draft EIR.

The Notice of Availability related to the EIR was released by the City for public comment on May 13, 2024 and concluded on June 27, 2024. Ten (10) comments were received during the comment period. These comments were provided by Advocates for the Environment, South Coast Air Quality Management District (AQMD), Blum, Collins & Ho, LLP/Golden State Environmental Justice Alliance, California Department of Resources Recycling and Recovery (CalRecycle), California Air Resources Board (CARB), City of Baldwin Park, California Department of Transportation (Caltrans), Los Angeles County Sanitation Districts, and Los Angeles County Sheriff. Blum, Collins & Ho, LLP/Golden State Environmental Justice Alliance sent a subsequent letter withdrawing their initial letter as the Applicant addressed their concerns. The comment letters and response to comments have been included in the FEIR.

Tribal Consultation

In accordance with Public Resources Code Section 21080.3.1(d), a lead agency is required to

provide formal notification of intended development projects to Native American tribes that have requested to be on the lead agency's list for receiving such notification. On November 15, 2023, letters were sent to the seven (7) Native American contacts, requesting any information related to cultural resources or heritage sites within or adjacent to the project site. Tribal consultation with the Gabrieleño Band of Mission Indians – Kizh Nation was scheduled for May 23, 2023. The tribe was unable to attend and provided written concerns and Mitigation Measures on June 1, 2023. The proposed Mitigation Measures have been incorporated in the MMRP.

THE IRWINDALE GATEWAY SPECIFIC PLAN

The Irwindale Gateway Specific Plan provides a comprehensive framework for the long-term growth and development of the entire site and provides a future developer with a tool to implement a long-term vision of the business park while meeting the community-wide goals Irwindale. The Specific Plan is intended to address unique factors related to the site and provide clarity in development processes. Accordingly, this Specific Plan, in accordance with California Government Code et. seq., establishes the necessary land use plan, development standards, regulations, design guidelines, infrastructure systems, and implementation strategies on which subsequent, project-related development activities will be founded.

Project Objectives

To ensure the functional integrity, economic viability, and positive aesthetic appearance of the Development Area, the following planning and development goals have been established for the Specific Plan:

- Create a comprehensive land use plan for the reuse of a former landfill and reclaimed sand and gravel quarry including the development of utility scale battery energy storage facilities.

- Provide guidelines and standards for the development of state-of-the-art buildings that can accommodate various industrial and manufacturing uses, including warehouse distribution, logistics, and fulfillment centers with proximate access to I-605 on- and off-ramps.

- Ensure that infrastructure plans for water, sewer, drainage, dry utility, and solid waste disposal are adequately designed for the Specific Plan.

- Provide a circulation system that meets transportation requirements and minimizes potential adverse impacts on the surrounding area.

- Provide guidelines and standards for architecture, landscaping, walls, fencing, lighting, and entry treatments that are compatible with the design and architecture of the surrounding uses.

The Irwindale Gateway Specific Plan also provides the following:

- Flexibility – The Specific Plan provides customized development standards and design guidelines that address both planned buildings and future development not yet considered. This includes development review processes, and phased infrastructure implementation. Phasing plans are illustrative in nature, which allows broad flexibility for the business park to expand and improve over time in a way to meet the most current market and business demands and trends.

- Sustainability – Referring to both environmental sustainability and in the long-term nature of the Specific Plan. The developer and Irwindale are committed to environmental sustainability through the preparation of a comprehensive EIR, implementation of Mitigation Measures and sustainable development practices, and various other aspects (e.g., energy efficiency, mobility, landscaping, and healthy design) integrated into the Specific Plan. The plan is also designed as a policy and regulatory document that allows consistency in project processing and implementation, and certainty for adjacent neighborhoods over the extended planning period.

- Identity – In both site design and business attraction. Design Guidelines, development standards and a comprehensive Sign Program will assure that the design of future buildings, grounds, landscape, branding and infrastructure projects will achieve the goals of the City with design and development that reflect and enhance the change from a former landfill, and sand and gravel quarry to a welcoming and appealing business park.

Differences Between The Irwindale Gateway Specific Plan & Current Zoning

The Specific Plan regulates the entire scope of the project and prescribes the processes for development approvals, including: allowed land uses; development standards (such as height, setbacks), parking standards, administration and implementation processes. Unlike traditional zoning, the Specific Plan process allows customization of the factors listed above, based upon the location, circumstances and intensity of planned development. The Specific Plan may also focus and provide a modified design and approval processes.

The current zoning M-2 (Heavy Manufacturing) would not allow the site to develop in a comprehensive planned manner for the 66.64-acre property. The current Zoning Code has a multitude of antiquated uses and is currently being updated. Neither the current nor proposed Zoning Codes address BESS. To highlight some of the most important differences, there would be significant restrictions to allowable land uses and temporary uses, limitations to building heights, and parking ratios. Finally, use of current zoning designations would lead to undesirable piecemeal and incremental planning for the site; accordingly, there is a desire for a flexible and long-term plan.

Battery Energy Storage System (BESS)

A battery energy storage system (BESS), is an engineered system of electrical devices and equipment that enable electric energy, such as energy generated from renewable energy sources, like solar and wind, to be stored and then released when the power is needed. It would lower the need for electricity generated from nonrenewable sources, thereby resulting in a reduction in greenhouse gas (GHG) generation from such sources. An interconnection facility would be developed at the Southern

California Edison Rio Hondo substation to the south to connect the BESS to the transmission system.

The BESS would be unmanned but may include an operational and maintenance building with restrooms and space for strategic spare parts. The long-term operational workforce would entail contracted maintenance staff who would maintain the facility on a periodic basis during project operations. The proposed project would likely require a six-person crew for maintenance visits once every two (2) to three (3) months on average. The BESS would be primarily operated remotely and could operate up to 24 hours per day and seven (7) days per week. A comprehensive security system would be included and remotely monitored on a continuous basis.

The operation of the BESS would not generate loud noise. Electrical equipment and motors and fans for cooling the electrical equipment would generate low levels of noise, typically in the range of 60 to 80 dBA within several feet. Equipment would be set back from property lines so noise at the site boundaries would be attenuated by distance to the property line and further attenuated by the block wall at the project perimeter. BESS facilities permitted throughout the state have demonstrated low levels of noise compliant with their respective local noise ordinances.

The BESS would be designed in accordance with NFPA Part 855 standards for energy storage systems and would include multiple automatic and manual power-down/safety mechanisms, including early warning detection systems for excess heat and smoke, along with a centralized Fire Alarm Control Panel that communicates any potential risk to site operators and the local fire department. There would be a backup generator for critical loads. Electrical and fire systems would be designed to open breakers automatically during fault conditions. Each fire protection system would have a signal that would trigger core power-down during fire, electrical fire, overheating, or other issues. The entire project power-down would occur automatically during electrical fault conditions (e.g., high-voltage ground fault). After the equipment vendor has been selected, noise modeling results demonstrating compliance with City standards would be provided with the applications for building permits. The project design would be subject to fire department review, and the site would be subject to periodic fire authority inspections, and a permit issued by the fire department. The Los Angeles County Fire Department (LACFD) is experienced with BESS projects. As of June 2023, fourteen (14) BESS plants are in operation in LA County (356 megawatts), and eight (8) are in late-stage development or construction (641 megawatts). LACFD is very familiar with BESS technology and will be responsible for plan checking and approvals.

The proposed BESS would be designed to be in operation for 25 years. After completion of project operations, if not repowered with then-current technology, most of the electrical equipment (breakers, transformers, inverters) would be removed and recycled. Project batteries would be returned to the battery manufacturer for recycling. Equipment foundations and pads would be demolished and removed.

Analysis of Key Topics

The following sections focus on key topics and addresses distinctive elements included in the Specific Plan.

Relationship to Other Land Use Regulations

The Specific Plan is designed to meet the goals established in the City's General Plan by providing a framework for the future development of the Development Area. The Specific Plan is designed to be consistent with, and serves as an extension of, the City's General Plan. The Specific Plan is consistent with the following General Plan Land Use Element policies and objectives per Section 3 of the Specific Plan.

Land Use

Section 4 establishes the allowable uses within the Development Area, which includes a variety of uses such as professional offices, industrial uses, and battery storage. This Specific Plan does not have multiple planning areas.

Transportation and Circulation

Section 5 provides a roadway network to meet the vehicular and non-vehicular needs of employees and visitors and the for the transportation of goods to and from the Development Area. Live Oak Avenue, Live Oak Lane and Arrow Highway are points of vehicular access. Improvements to Live Oak Avenue, a designated truck route, include a 5'-0" wide meandering sidewalk and a 5'-0" wide meandering landscaped parkway along the north side of the street. Arrow Highway, a designated truck route, does not have direct access to the site, but does provide direct access to Live Oak Lane. Live Oak Lane is an existing collector road that connects the development area to either Live Oak Avenue or Arrow Highway. Live Oak Lane is currently a private road that will undergo dedications at the northern and southern portions of the street. The areas that are being dedicated and widened per the City's standards will be connected by a new public alley. The alley will accommodate two-way traffic, parking and a new grass terrace. Interior private driveways and drive aisles are proposed to connect individual building sites within the Development Area and provide vehicular access to Live Oak Avenue and Live Oak Lane. Private driveways and drive aisles provide vehicular access for automobiles and trucks to parking lots, truck courts, loading dock areas, etc. The locations, alignments, and widths of private driveways and drive aisles will be determined at the time buildings are designed and positioned as part of implementing development projects and are subject to approval of the Director of Engineering.

Development Standards

Section 6 establishes development standards applicable to all developments within the Development Area. The standards provided work in concert with the architecture and landscape guidelines set forth in Section 7, Design Guidelines, to achieve the vision of the Specific Plan. All new developments and alterations to existing land uses and structures in the Development Area shall be designed, constructed, and established in compliance with the requirements of that section. This section also provides definitions for Specific Plan relevant uses such as BESS terminology, buildings, and height. Specific development standards for building height, setbacks, landscaping, rooftop equipment, floor area ratio and the like are detailed. In addition, the "Allowable Uses" matrix shows which uses are permitted by right, permitted conditionally, ancillary, require a Development Agreement, and those that are prohibited.

Design Guidelines

The Design Guidelines establish the quality and character of the built environment for the master-planned development of the Specific Plan. The objectives of the Design Guidelines are:

1. To describe the thematic elements and the construction quality expected for the Development

Area.

2. To provide the City of Irwindale with assurance that the Development Area will be developed in accordance with the quality and character described within this Specific Plan.
3. To serve as a guide to developers, builders, engineers, architects, landscape architects, and other professionals involved with implementing development in the Development Area in order to achieve and maintain the desired design quality.
4. To provide an aesthetic benchmark for the City of Irwindale to use in their review of future implementing projects within the Development Area.
5. To steer the Development Area to convey a contemporary aesthetic theme and character while allowing flexibility for practical application and creative expression.
6. To encourage the implementation of energy efficient design features in Buildings that can be implemented in the site planning, design, and construction phases of the Development Area to minimize waste deposited at landfills, decrease energy use and fossil fuel consumption, and reduce domestic water consumption.

The Design Guidelines discuss site planning, architecture, building form, materials, colors and textures, fenestration, loading doors and service docks, and project monuments. Buildings should be characterized by simple and distinct cubic masses with interlocking volumes of wall planes, colors, and materials to create visual appeal, aesthetically pleasing proportions, and strong shadow patterns. A Spanish contemporary influence is desired throughout the Development Area. All design elements of the buildings shall be compatible (but not identical) in character, massing, and materials in order to promote a clean and contemporary style. The use of complementary materials and colors for the buildings plays a key role in developing a clean, contemporary visual environment. The orientation and screen loading doors, service docks, and equipment areas are designed so they are not easily visible from Live Oak Avenue, Arrow Highway, Live Oak Lane, and publicly accessible locations within the development. Screening may be accomplished with solid walls or fences that are compatible with the architectural expression of the building or by any effective combination of walls, fences, landscaping, and berms.

The Landscape Design Guidelines complement the existing setting of geographical climate, local soil conditions, ease of maintenance, and water conservation. The proposed plant palette includes colorful shrubs and groundcovers, ornamental grasses and succulents, evergreen and deciduous trees – including flowering varieties – that are commonly used throughout Southern California, and which complement the Specific Plan's design theme and setting. There are three (3) proposed project monuments (sign and water features) that will identify the Development Area. A monument sign fronting Live Oak Avenue across from Graham Avenue will provide identification on the south end of the Development Area. A second monument sign at the project entry on Live Oak Lane at the intersection with Arrow Highway will provide identification on the north end of the Development Area, and a fountain at Live Oak Lane and Live Oak Avenue will provide an attractive welcome as motorists and pedestrians enter the Development Area.

Streetscape landscaping within the Specific Plan plays a critical role in establishing a strong sense of place and character. In addition, streetscapes serve functional purposes, including screening undesirable functional elements of a building site from public view. New parkways complete with evergreen and deciduous street trees, shrubs and groundcover provide create year-round interest and

screening in addition to the perimeter walls and fences proposed. Outdoor lighting is an essential architectural component that provides aesthetic appeal, enhances safe pedestrian and vehicular circulation, and adds to security. Lighting must provide adequate illumination for the subject property, while also minimizing glare and spill-over onto public streets and adjacent properties. A Sign Program will be required to address all other wall, freestanding, and temporary signage.

Utility Infrastructure

Section 8 details the buildout requirements for the installation of water, sewer, storm water drainage dry utility infrastructure, and solid waste disposal as described below. All utility infrastructure improvements are required to be installed in accordance with applicable City's public service provider design standards and specifications.

- Water – Valley County Water District provides water infrastructure to service the Specific Plan area. Water and fire service would be provided with a new 12-inch main comprising private on-site loop system that connects to the existing water line in Live Oak Lane. All water service and connection to the distribution system shall be reviewed and approved by the Valley County Water District.
- Sanitary Sewer – The Specific Plan provides private sewer infrastructure for the interior of the Development Area. Locations and alignments of all sewer mains, laterals and connection points shall be subject to the approval of the City Engineer from the City of Irwindale Public Works Department.
- Storm Water Drainage – Prior to use of the Development Area property as a quarry, stormwater flowed across the site from the north and east to the southwest and would leave the site at its southwest corner and discharge to an existing unimproved drainage basin located on the western portion of the Specific Plan within an SCE easement area. Conceptual Storm Water Management Plan, the Specific Plan's storm water management system will mimic the property's historical drainage pattern. Storm water flows will be conveyed across the Development Area via a backbone storm drain network to a detention/infiltration basin, which will be constructed pursuant to the approved Low Impact Development (LID) and will replace the existing unimproved drainage basin. LID site design strategies and Best Management Practice (BMP) control measures promote the use of natural infiltration (where permitted), evaporation, and use of stormwater.
- Dry Utilities – The Development Area will connect to existing dry utilities (electric, gas, and communication systems) installed within Live Oak Avenue. All dry utilities internal to the Development Area will be installed underground in utility trenches. This would also include the required electric tie-line to a Point of Interconnection (POI) at the existing SCE Edison Rio Hondo Substation.
- Solid Waste Disposal – The City currently contracts with Athens Services to provide businesses with a full spectrum of solid waste disposal that includes routine trash removal, recyclable collection, organic waste collection, bulky item removal (upon request only), and hazardous waste removal. The development shall provide trash enclosures to accommodate the size, type, and number of bins required for the uses on site.

Implementation

Section 9 establishes the implementation and review process required for development proposed

within the Specific Plan Area. This section provides general administrative provisions; review and approval procedures; and implementation measures, including short-term and ongoing tasks. The provisions contained in the Specific Plan constitute the primary land use and development standards for the Development Area. While the entire Specific Plan constitutes the zoning for the Specific Plan area, Section 6, Development Standards, contains specific zoning regulations for the Development Area. Upon adoption of the Specific Plan by the City of Irwindale, all on- and off-site improvements shall be consistent with the development standards and design guidelines set forth in Sections 6, 7, and 8 of the Specific Plan.

ENVIRONMENTAL REVIEW

A Final Environmental Impact Report has been prepared to analyze environmental impacts, discuss feasible alternatives and recommend Mitigation Measures related to implementation of the proposed Irwindale Gateway Specific Plan. The California Environmental Quality Act (CEQA) requires that local government agencies consider the environmental consequences before taking action on projects over which they have discretionary approval authority. An Environmental Impact Report (EIR) analyzes potential environmental consequences to inform the public and support informed decisions by local and state governmental agency decision makers. An EIR is the most comprehensive form of environmental documentation under CEQA and its Guidelines; it is intended to provide an objective, factually supported analysis and full disclosure of the environmental consequences of a proposed project with the potential to result in significant, adverse environmental impacts. Certification of an EIR will enable the applicant/developer to pursue their development goals outlined in the Specific Plan that have been previously analyzed under and are within the project description and maximum buildout contemplated by the EIR.

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, analyzed the project and the Environmental Impact Report ("FEIR") State Clearinghouse (SCH# 2023020290) prepared by the City of Irwindale as the Lead Agency. The FEIR is posted on the City of Irwindale's website at https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway- and available at the Community Development Department, Irwindale Public Library and City Clerk's Office.

For purposes of the environmental analysis, a maximum development capacity allowed by the Specific Plan and considered by the EIR consists of approximately 997,796 square feet of new development.

Based upon the aforementioned scenario, twenty (20) environmental study areas have been analyzed. Part of the analysis includes the preparation of four (4) project alternatives, offering a series of Mitigation Measures, and identifying two (2) significant and unavoidable environmental impact areas.

The FEIR analyzed the environmental impacts to the following study areas:

1. Aesthetics
2. Agricultural Resources*
3. Air Quality
4. Biological Resources*
5. Cultural Resources

6. Energy
7. Geology and Soils
8. Greenhouse Gas Emissions
9. Hazards and Hazardous Materials
10. Hydrology and Water Quality
11. Land Use and Planning
12. Mineral Resource
13. Noise
14. Population and Housing*
15. Public Services
16. Recreation*
17. Transportation
18. Tribal Cultural Resources
19. Utilities and Service Systems
20. Wildfire*

* Denotes categories that were not significantly affected by or did not affect the proposed project.

Of the twenty (20) environmental impact categories analyzed, it was determined that five (5) were not significantly affected by or did not affect the proposed project. Based on project scoping, it was determined that implementation of the project could potentially result in the significant impacts to the remaining fifteen (15) environmental factors.

This FEIR identifies two (2) significant and unavoidable adverse impacts, as defined by CEQA that would result from implementation of the proposed project. Unavoidable adverse impacts may be considered significant on a project-specific basis, cumulatively significant, and/or potentially significant. The City must prepare a "Statement of Overriding Considerations" before it can approve the project, attesting that the decision-making body has balanced the benefits of the proposed project against its unavoidable significant environmental effects and has determined that the benefits outweigh the adverse effects, and therefore the adverse effects are considered acceptable. The impacts that were found in the FEIR to be significant and unavoidable are related to:

Air Quality

- Greenhouse Gas Emissions

Although the FEIR identifies certain significant environmental effects that will result if the project is implemented, all significant effects that can feasibly be avoided or mitigated will be by the imposition of Conditions and/or Mitigation Measures. Based on current State Law, unavoidable Greenhouse Gas Emissions impacts are common with many projects such as the proposed Irwindale Gateway Specific Plan.

The significant impacts of the Specific Plan that have not been reduced to a level of insignificance will have been substantially reduced in their impacts by the imposition of Mitigation Measures. Staff will be recommending that the Planning Commission recommend that the City Council find that the significant unavoidable adverse impacts of the Specific Plan are clearly outweighed by the economic, social and other benefits of the project, as set forth in the Statement of Facts and Findings and Statement of Overriding Considerations that will be provided to the City Council.

The following are the corresponding Mitigation Measures to address the significant and unavoidable impacts to Air Quality and Greenhouse Gas Emissions. A detailed summary of the environmental impacts, Mitigation Measures and levels of significance after mitigation can be found in Table 1-4 of the DEIR.

Air Quality (AQ)
Mitigation Measures GHG-1, GHG-3, GHG-4, GHG-7, T-1, T-2, AQ-1, AQ-2

Greenhouse Gas Emissions (GHG)
Mitigation Measures GHG-1, GHG-2, GHG-3, GHG-4, GHG-5, GHG-6, GHG-7

The following summarizes the FEIR alternatives, less than significant effects with mitigation and significant environmental effects.

Each EIR is required to consider alternatives to the proposed project that are capable of eliminating significant adverse environmental effects or reducing them to less than significant levels, even if these alternatives would impede, to some degree, the attainment of the proposed project objectives. The alternatives to the proposed project under consideration within this EIR consist of:

No Project Alternative/No Development – This alternative contemplates no development on the project site. The Nu-Way Live Oak Reclamation Operations Plan would be fully implemented under this alternative. The landfill reclamation plan was approved prior to release of the NOP for the project and is not a part of the project. Therefore, the site would be rough graded in accordance with the Operations Plan and any remaining structures would be removed. The site would then remain undeveloped.

Existing General Plan – This alternative contemplates the site developed consistent with the existing Regional Commercial land use designation. The RC land use designation encourages a mix of commercial, office professional, and light manufacturing uses along several high-visibility traffic corridors. The site is zoned M-2 (Heavy Manufacturing) for which the zoning ordinance describes a variety of over 100 different allowed manufacturing-type uses. The RC designation defines a floor area ratio (FAR) of 2.0 to 1.0, and the current zone does not have a maximum building height. This alternative only includes one (1) option and assumes a floor area FAR of 2.0 for the manufacturing use on approximately 49 acres, resulting in approximately 4.3 million square feet along with the 10,000 SF of retail use.

Reduced Intensity Alternative – This alternative contemplates the same land uses as the project but assumes that the warehousing square footage is reduced sufficiently to eliminate the significant greenhouse gas emissions impact of the proposed project. It would accommodate up to 116,018 SF of warehousing plus 5,225 SF of office space (approximately 12 percent of the proposed project SF) and could be designed with a BESS use (which is assumed to be the same acreage as the proposed project) as a second option. The warehousing square footage for the BESS option is reduced the same proportion as the Option 1 reduction (12 percent of the warehousing SF for proposed project Option 2).

Truck Trailer Storage Alternative – This alternative contemplates a total of 2,062 tractor trailer parking stalls and a 40,726 SF building accommodating warehousing and office space. This alternative was considered for the entire site, and an Option 2 is not included.

CONCLUSION/RECOMMENDATION

The Irwindale Gateway Specific Plan is a positive project for the City of Irwindale. It provides the framework for coordinated and comprehensive business park development with industrial, commercial, and BESS uses over the next several years. It provides the City a development that offers jobs and industrial and commercial opportunities. It provides the developer a framework to develop the site and attract businesses to Irwindale, while promoting compatible design that is sustainable, attractive and connective to the surrounding community. The Specific Plan provides the developer certainty to invest and grow within boundaries and consistency in process and procedures.

ATTACHMENTS:

1. Irwindale Gateway Specific Plan (previously provided)

https://www.irwindaleca.gov/DocumentCenter/View/10700/Irwindale-Gateway-Specific-PlanClean-11192024-Final

2. Irwindale Gateway Specific Plan DEIR (SCH# 2023020290) (previously provided)

https://www.irwindaleca.gov/DocumentCenter/View/9077

3. Irwindale Gateway Specific Plan FEIR without Appendices (SCH# 2023020290) (previously provided)

https://www.irwindaleca.gov/DocumentCenter/View/9603

4. Final Environmental Impact Report (FEIR) with Appendices

https://www.irwindaleca.gov/DocumentCenter/View/9569

5. Resolution No. 2025-01-3589 for FEIR, MMRP, FOF/SOC (SCH# 2023020290) (with Exhibits)
6. Resolution No. 2025-02-3590 for General Plan Amendment No. 02-2022 (with map)
7. Ordinance No. 787 for Zone Ordinance Amendment No. 02-2023
8. Ordinance No. 788 for Zone Change No. 02-2022 and Ordinance No. 788 (with map)
9. Resolution No. 2025-05-3593 for Tentative Parcel Map No. 83854
10. Tentative Parcel Map No. 83854

https://www.irwindaleca.gov/DocumentCenter/View/10699/TPM-83854-11262024

11. Site Plan Options

https://www.irwindaleca.gov/DocumentCenter/View/9649/Option-1-Site-Plan
https://www.irwindaleca.gov/DocumentCenter/View/9650/Option-2-Site-Plan

12. Project Images

https://www.irwindaleca.gov/DocumentCenter/View/9648/Planning-Commission-PresentationProject-Images---10212024

13. Fiscal Impact Report (12/30/2022)

https://www.irwindaleca.gov/DocumentCenter/View/9651/Fiscal-Impact-Summary-Irwindale-Gateway-Project-12-30-22

14. November 14, 2024 – Planning Commission Staff Report and Resolutions (previously provided)

https://www.irwindaleca.gov/DocumentCenter/View/9682/Agenda-Item-4A

Fiscal Impact:

The Irwindale Gateway Specific Plan is a multi-year plan for the business park to develop. All future development as described in the Specific Plan will be fully funded by the Applicant/Developer. There is no impact to the City's General Fund.

Attachments:

1. Attachment A - Link to Specific Plan document
2. Attachment B - Link to DEIR
3. Attachment C - Link to FEIR without appendices
4. Attachment D - Link to FEIR with appendices
5. Attachment E - CC Resolution No. 2025-01-3589 FEIR SOC MMRP FINAL
6. CC Resolution No. 2025-01-3589 FEIR SOC MMRP EXHIBIT A
7. CC Resolution No. 2025-01-3589 FEIR SOC MMRP EXHIBIT B (FOFSOC)
8. Irwindale Gateway FOF SOC FINAL 10142024
9. CC Resolution No. 2025-01-3589 FEIR SOC MMRP EXHIBIT C (MMRP)
10. Irwindale Gateway MMRP_Final Corrected To City 10_23_24
11. Attachment F - CC Resolution No. 2025-02-3590 GPA No. 02-2022 with Land Use Map FINAL
12. Attachment G - Ordinance No. 787 ZOA 02-2023 FINAL
13. Attachment H - Ordinance No. 788 ZC 02-2022 with Zoning Map FINAL
14. Attachment I - CC Resolution No. 2025-05-3593 TPM 83854 FINAL
15. Attachment J - TPM 83854
16. Attachment K - Site Plan Options
17. Attachment L - Project Images

18. Attachment M - Fiscal Impact Report
19. Fiscal Impact Summary Irwindale Gateway Project 12-30-22
20. Attachment N - 11-14-2024 PC Report and Resolutions

ATTACHMENT “A”

IRWINDALE GATEWAY SPECIFIC PLAN

https://www.irwindaleca.gov/DocumentCenter/View/9565

ATTACHMENT “B”

IRWINDALE GATEWAY SPECIFIC PLAN

DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR)

https://www.irwindaleca.gov/DocumentCenter/View/9077

ATTACHMENT “C”

IRWINDALE GATEWAY SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (FEIR)

WITHOUT APPENDICES

https://www.irwindaleca.gov/DocumentCenter/View/9603

ATTACHMENT “D”

IRWINDALE GATEWAY SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (FEIR)

WITH APPENDICES

https://www.irwindaleca.gov/DocumentCenter/View/9569

ATTACHMENT "E"

RESOLUTION NO. 2025-01-3589

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) CERTIFYING THE ENVIRONMENTAL IMPACT REPORT, STATE CLEARING HOUSE (SCH# 2023020290); (2) ADOPTING THE FINDINGS REQUIRED BY CEQA GUIDELINES, SECTION 15091; (3) ADOPTING THE PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM; AND (4) ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE IRWINDALE GATEWAY SPECIFIC PLAN

A. RECITALS.

(i) Jeff Dritley, on behalf of KP Irwindale Owner, LLC 1875 Century Park East, Suite 380, Los Angeles, CA 90067, the Applicant, has made the following requests: 1) General Plan Amendment (GPA) No. 02-2022 to change the Land Use Designation from Regional Commercial to Irwindale Gateway Specific Plan; 2) Zone Ordinance Amendment (ZOA) No. 02-2023 to adopt the Irwindale Gateway Specific Plan; 3) Zone Change (ZC) No. 02-2022 to change the Zoning Map designation from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan; and Tentative Parcel Map (TPM) No. 83854 to subdivide the site into seven (7) parcels for property located at 13620 Live Oak Lane – APNs: 8532-002-046 and 8532-002-047; and

(ii) The proposed Irwindale Gateway Specific Plan (SP), provides for the planned use and long-term development of the property over the next several years; and

(iii) As a result, the following entitlements are being considered for approval for The Irwindale Gateway Specific Plan:

- Environmental Impact Report (SCH #2023020290)
- General Plan Amendment No. 02-2022
- Zone Ordinance Amendment No. 02-2023
- Zone Change No. 02-2022
- Tentative Parcel Map No. 83854

(iv) In compliance with Public Resources Code Section 21080.4, a Notice of Preparation ("NOP") was released by the City for public comment on February 10, 2023 and concluded on March 11, 2023. Eleven (11) comments were received during the comment period. The NOP was distributed for public comment to the State Clearinghouse, Office of Planning and Research, responsible agencies, and other interested parties for a 30-day public review. During the 30-day comment period, a Public Scoping meeting was held on March 2, 2023 to gather information for the scope of the Draft EIR. The meeting was held in the Senior Center Dining

Room (16116 Arrow Highway) at 6:00 PM. The oral and written comments received during the meeting were addressed in the Draft EIR; and

(v) Pursuant to the authority and criteria contained in CEQA, and the City of Irwindale environmental guidelines, the City of Irwindale, as the Lead Agency, has analyzed the project and has prepared an Environmental Impact Report ("EIR") for the Specific Plan project. The Notice of Availability related to the EIR was released by the City for public comment on May 13, 2024 and concluded on June 27, 2024.

(vi) Said comments were responded through a Comments and Responses section as part of the FEIR for the Specific Plan; and

(vii) A copy of the EIR was circulated through the State Clearinghouse (SCH# 2023020290), posted on the City's website, and was available at the Irwindale Public Library, City Clerk's Office, and Community Development Department. A copy of the EIR and Mitigation Monitoring and Reporting Program (Exhibit C) was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-; and

(viii) The public review period for the Draft EIR ended on June 27, 2024**,** and ten (10) comments were received during the comment period; and

(ix) A Final Environmental Impact Report ("FEIR"), SCH# 2023020290 was prepared for the proposed project, including the Draft EIR, comments received on the Draft EIR and responses to those comments, and revisions and corrections to the Draft EIR made in response to comments received, and CEQA Findings of Fact (FOF) and a Statement of Overriding Considerations (SOC) (Exhibit B); and

(x) The FEIR for the proposed Specific Plan provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the Specific Plan, and has been prepared in accordance with Public Resources Code Section 21000 *et seq*. (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq*. (CEQA Guidelines); and

(xi) The Planning Commission of the City of Irwindale (Planning Commission) has considered the FEIR and its implementing actions (State Clearinghouse No. SCH# 2023020290) for the Specific Plan, which provides, among other provisions, for the planned use and long-term development of the industrial/commercial business park; and

(xii) Notice of public hearing before the Planning Commission concerning its consideration of the FEIR was given in accordance with the laws, including CEQA, and policies of the City of Irwindale; and

(xiii) On October 28, 2024, the Irwindale Planning Commission continued the hearing on this item to a date certain (November 26, 2024); and

(xiv) The Special Planning Commission Meeting of November 26, 2024 was later rescheduled to November 14, 2024, and

(xv) Revised notices of public hearing were published, posted, and mailed in accordance with the laws, including CEQA, Government Code and policies of the City of Irwindale; and

(xvi) On November 14 ,2024, the Planning Commission conducted a duly noticed public hearing on the Irwindale Gateway Specific Plan and corresponding General Plan Amendment No. 02-2022, Zone Change No. 02-2022, Zone Ordinance Amendment No. 02-2023, and Tentative Parcel Map No. 83854 , and the FEIR for the Specific Plan (SCH# 2023020290) at which time, the Planning Commission opened the public hearing, took testimony on the Application, at which time they received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, discussed the Proposed Project; and closed the public hearing; and

(xvii) On December 16, 2024, notice of a public hearing before the City Council on the proposed project adoption, was given in accordance with applicable law; and

(xviii) On January 8, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the proposed Application at which time oral and documentary evidence was introduced along with the written recommendation of the City of Irwindale City Council, received public testimony; and

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

B. RESOLUTION.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL of the City of Irwindale, having reviewed and considered the information in the certified FEIR and supporting documents and materials, does hereby find, determine, resolve and order as follows:

1. CITY COUNCIL RECORD RECORD

The proceedings and all evidence introduced before the City Council at its public hearing on the Final EIR held on January 8, 2025, are hereby incorporated into the record of this proceeding. These documents, along with any documents submitted to the decision-makers, including all documents specified under applicable State law shall comprise the entire record of proceedings for any claims under CEQA.

2. FINAL ENVIRONMENTAL IMPACT REPORT CONTENTS

In accordance with CEQA Guidelines, Section 15132, the FEIR consists of the following:

a. The Draft Environmental Impact Report (DEIR) or a revision of the Draft;
b. Comments and recommendations received on the DEIR either verbatim or in summary;
c. A list of persons, organizations, and public agencies comments on the DEIR;
d. The responses of the Lead Agency to significant environmental points raised in the review and consultation process; and
e. Any other information added by the Lead Agency.

(All hereafter collectively referred to as “FEIR”)

3. ACCOMPANYING DOCUMENTS TO FEIR.

Documents that shall accompany the FEIR are:

a. Mitigation Monitoring and Reporting Program; and
b. Findings of Fact; and
c. Statement of Overriding Considerations

4. CITY COUNCIL REGARDING CEQA FINDINGS OF FACT, MITIGATION MONITORING AND REPORTING PROGRAM AND STATEMENT OF OVERRIDING CONSIDERATIONS

a. *Adoption of Findings of Fact*. The City Council approves, accepts as its own, incorporates as if set forth in full herein, and make each and every one of the findings contained in the Findings of Fact, attached as Exhibit “B” of this Resolution.

b. *Certification of Final Environmental Impact Report*. The City Council hereby certifies that (1) the FEIR has been completed in compliance with CEQA; (2) that it has reviewed and considered the information contained in the FEIR prior to approving the project; and (3) that the FEIR reflects the City Council’s independent judgment and analysis. .

c. *Adoption of the Mitigation Monitoring and Reporting Program.* As more fully identified and set forth in FEIR and in the Findings of Fact for this Project, which is Exhibit "B" to this Resolution, the City Council finds that the Mitigation Measures described and specifically identified in the above referenced documents are feasible and shall become binding upon the entity (such as the project proponent or the City) assigned thereby to implement the particular Mitigation Measures as identified in the Mitigation Monitoring and Reporting Program.

d. A*doption Statement of Overriding Considerations*. Even after the adoption of all feasible mitigation measures and, certain significant or potentially significant environmental effects caused by the Project directly, or cumulatively, will remain. Therefore, the City Council hereby issues and adopts a Statement of Overriding Considerations in the form set forth in the attached Exhibit "B" a copy of which is on file in the office of the City Clerk, identifying the specific economic, legal, social, technological and other considerations that render the unavoidable significant adverse environmental effects acceptable, either in its current form or as may be modified or amended by the City Council.

BE IT FURTHER RESOLVED THAT a copy of this resolution be transmitted to the City Council and to the Applicant.

The Secretary shall:

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

PASSED, APPROVED AND ADOPTED this 8th day of January 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-01-3589 was adopted at a regular meeting of the

Irwindale City Council held on the 8th day of January 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibits:
A. Final Environmental Impact Report (SCH #2023020290)
B. CEQA Findings of Fact which include: Impacts Determined to be Less Than Significant; Impacts Mitigated to Less Than Significant; Significant Unavoidable Adverse Impacts; Alternatives Considered and Rejected; and Statement of Overriding Considerations
C. Mitigation Monitoring and Reporting Program

EXHIBIT “A”

IRWINDALE GATEWAY SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) WITH APPENDICES

https://www.irwindaleca.gov/DocumentCenter/View/9569

IRWINDALE GATEWAY SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) WITHOUT APPENDICES

https://www.irwindaleca.gov/DocumentCenter/View/9603

EXHIBIT “B”

CEQA FINDINGS OF FACT (FOF)
STATEMENT OF OVERRIDING CONSIDERATIONS (SOC)
https://www.irwindaleca.gov/DocumentCenter/View/9604

CEQA FINDINGS OF FACT
AND STATEMENT OF OVERRIDING CONSIDERATIONS
REGARDING THE
FINAL ENVIRONMENTAL IMPACT REPORT
FOR THE
IRWINDALE GATEWAY SPECIFIC PLAN

STATE CLEARINGHOUSE NO. 2023020290

I. INTRODUCTION

The California Environmental Quality Act ("CEQA") requires that a number of written findings be made by the lead agency in connection with certification of an environmental impact report ("EIR") prior to approval of the project pursuant to Sections 15091 and 15093 of the CEQA Guidelines and Section 21081 of the Public Resources Code. The State CEQA Guidelines Section 15091 provides:

(a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR.

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can or should be adopted by such other agency.

3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

(b) The findings required by subdivision (a) shall be supported by substantial evidence in the record.

(c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subsection (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.

(d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.

(e) The public agency shall specify the location and custodian of the documents or other materials which constitute the record of the proceedings upon which its decision is based.

(f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

Public Resources Code Section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." CEQA Guidelines section 15364 adds another factor: "legal" considerations. (See *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 565 (*Goleta II*).)

The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. (*California Native Plant Soc. v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1001 ["an alternative 'may be found infeasible on the ground it is inconsistent with the project objectives as long as the finding is supported by substantial evidence in the record'"].) An alternative may also be rejected because it "would not 'entirely fulfill' [a] project objective." *Citizens for Open Government v. City of Lodi* (2012) 205 Cal.App.4th 296, 314-315.) "[F]easibility" under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors." (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417; see also *Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 715.)

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." (CEQA Guidelines, §§ 15093, 15043, subd. (b); see also Pub. Resources Code, § 21081, subd. (b).) The California Supreme Court has stated, "[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (*Goleta II*, *supra*, 52 Cal.3d at p. 576.)

When adopting Statements of Overriding Considerations, State CEQA Guidelines Section 15093 further provides:

> (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."
>
> (b) Where the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. This statement of overriding considerations shall be supported by substantial evidence in the record.
>
> (c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

Having received, independently reviewed, and considered the Draft Environmental Impact Report ("Draft EIR") and the Final Environmental Impact Report ("Final EIR") for the Irwindale Gateway Specific Plan Project, SCH No. 2023020290 (collectively, the "EIR"), as well as all other information in the record of proceedings on this matter, the following Findings of Facts ("Findings") are hereby adopted by the City of Irwindale ("City") in its capacity as the CEQA Lead Agency.

These Findings set forth the environmental basis for the discretionary actions to be undertaken by the City for adoption and implementation of the Irwindale Gateway Specific Plan ("proposed project" or "Specific Plan"). This action includes the certification of the following:

- Irwindale Gateway Specific Plan Environmental Impact Report, SCH No. 2023020290

A. DOCUMENT FORMAT

These Findings have been organized into the following sections:

1) **Section I** provides an introduction.

2) **Section II** provides a summary of the project, overview of the discretionary actions required for approval of the project, and a statement of the project's objectives.

3) **Section III** provides a summary of previous environmental reviews related to the project area that took place prior to the environmental review done specifically for the project, and a summary of public participation in the environmental review for the project.

4) **Section IV** sets forth findings regarding the environmental impacts that were determined to be—as a result of the Notice of Preparation (NOP) and consideration of comments received during the NOP comment period—either not relevant to the project or clearly not at levels that were deemed significant for consideration given the nature and location of the proposed project.

5) **Section V** sets forth findings regarding significant or potentially significant environmental impacts identified in the Draft EIR that the City has determined are either not significant or can feasibly be mitigated to a less than significant level through the imposition of project design features and/or mitigation measures. In order to ensure compliance and implementation, all of these measures are included in the Mitigation Monitoring and Reporting Program ("MMRP") for the project and adopted as conditions of the project by the Lead Agency. Where potentially significant impacts can be reduced to less than significant levels through adherence to project design features and/or mitigation measures, these findings specify how those impacts were reduced to an acceptable level. Section 5 also includes findings regarding those significant or potentially significant environmental impacts identified in the Draft EIR that will or may result from the project and which the City has determined cannot feasibly be mitigated to a less than significant level.

6) **Section VI** sets forth findings regarding alternatives to the proposed project.

7) **Section VII** sets forth the Statement of Overriding Considerations which discusses the economic, legal, social, technological, and other benefits of the proposed project and compares these to the project's unavoidable environmental risks.

B. RECORD OF PROCEEDINGS

For purposes of CEQA and these Findings, the Record of Proceedings for the Proposed Project consists of the following documents and other evidence, at a minimum:

- The NOP and all other public notices issued by the City in conjunction with the proposed project
- The Draft EIR for the proposed project
- The Final EIR for the proposed project
- All written comments submitted by agencies or members of the public during the public review comment period on the Draft EIR
- All responses to written comments submitted by agencies or members of the public during the public review comment period on the Draft EIR

- All written and verbal public testimony presented during a noticed public hearing for the proposed project
- The Mitigation Monitoring and Reporting Program
- The reports and technical memoranda included or referenced in the Response to Comments
- All documents, studies, EIRs, or other materials incorporated by reference in the Draft EIR and Final EIR
- The Resolutions adopted by the City of Irwindale in connection with the proposed project, and all documents incorporated by reference therein, including comments received after the close of the comment period and responses thereto
- Matters of common knowledge to the City of Irwindale, including but not limited to federal, state, and local laws and regulations
- Any documents expressly cited in these Findings
- Any other relevant materials required to be in the record of proceedings by Public Resources Code Section 21167.6(e)

The documents and other material that constitute the record of proceedings on which these findings are based are located at the City of Irwindale Community Development Department. The custodian for these documents is the City of Irwindale. This information is provided in compliance with Public Resources Code Section 21081.6(a)(2) and 14 California Code Regulations Section 15091(e).

C. CUSTODIAN AND LOCATION OF RECORDS

The documents and other materials that constitute the administrative record for the City's actions related to the project are at the City of Irwindale Community Development Department – Planning Division, 16102 Arrow Highway, Irwindale, CA 91706. The City's Community Development Department – Planning Division is the custodian of the administrative record for the project. Copies of these documents, which constitute the record of proceedings, are and at all relevant times have been and will be available upon request at the City of Irwindale Community Development office. This information is provided in compliance with Public Resources Code Section 21081.6(a)(2) and 14 California Code Regulations Section 15091(e).

II. PROJECT SUMMARY

The Irwindale Gateway Specific Plan (Specific Plan) outlines two (2) options for the development of the project site, both of which are outlined in the Specific Plan. Both options involve developing the project site as an industrial logistics and distribution center, however, Option 2 would develop a Battery Energy Storage System (BESS) on a portion of the site, discussed below. The impacts associated with these two options are discussed and analyzed separately throughout the Draft EIR.

Prior to implementation of the Specific Plan, a majority of the site will have undergone reclamation pursuant to the Nu-Way Live Oak Reclamation Operations Plan. The Operations Plan for site reclamation was approved by the Regional Water Quality Control Board in September 2022 and the rough grading plan for the reclamation was approved by the County of Los Angeles Department of Public Works in September 2022. These reclamation activities are currently underway and the rough graded site per the Operations Plan serves as the baseline for analysis in the Draft EIR.

The Specific Plan includes details, regulations, and conditions necessary for Specific Plans pursuant to California Government Code Section 65451, including:

- The distribution and location of housing, agriculture, and open space, together with regulations establishing height, bulk, and setback limits for such buildings and facilities, including the location of areas such as floodplains or excessively steep or unstable terrain.
- Standards for existing and proposed transportation, sewage, water, and drainage.
- Standards for the conservation, development, and utilization of natural resources, including the prevention, control, and correction of soil erosion caused by subdivision roads or any other sources, and the protection of watershed areas.

A. PROJECT LOCATION

The Specific Plan site is at 13620 Live Oak Lane in the central portion of the City of Irwindale in Los Angeles County. The project site is bordered by Interstate 605 (I-605) to the west, Live Oak Lane to the north and east, and Live Oak Avenue to the south. The Assessor's Parcel Numbers (APNs) for the project site are 8532-002-046 and 8532-002-047. There is also a 9.61-acre Southern California Edison (SCE) easement on the project site. The project site encompasses a former sand and gravel quarry, the NuWay Live Oak Inert Landfill (NuWay Landfill), and a former street-cleaning business.

The site does not include the industrial uses (APNs 8532-002-036, 8532-002-040, and 8532-002-043) that are between the northeast part of the project site and Live Oak Lane, nor does the site boundary include the parcel owned by the Valley County Water District (APN 8532-002-904) at the southeastern corner of the project site.

B. PROJECT DESCRIPTION

Option 1

Option 1 of the Specific Plan would include a 52.65-acre parcel developed as an industrial logistics and distribution center with three buildings and associated parking and loading docks. The remaining 13.99 acres of the site would be used for public rights-of-way and the SCE easement that runs from north to south along the western portion of the site. The three buildings would allow a maximum of 997,796 square feet of building space—954,796 square feet of warehouse space and 43,000 square feet of office space. Trailer, truck, and/or car parking would be included throughout the project site.

Option 2

Option 2 would include a 36.71-acre parcel developed as an industrial logistics and distribution center with two warehousing/office buildings and a 15.94-acre parcel for the 400-megawatt BESS (electric energy storage, transmission and AC/DC and voltage conversion). The two buildings would allow a maximum of 704,070 square feet—668,070 square feet of warehouse space and 36,000 square feet of office space. The preliminary design for the BESS has 353,000 square feet of battery arrays, within which battery enclosures, inverter enclosures, and medium voltage transformers would be arranged. The BESS would be served by an undergrounded electrical tie-line unless applicable agencies (Southern California Edison or California Independent System Operator (CALISO)) require an overhead line. If required, an overhead electric tie-line would consist of three 220-kilovolt conductor cables below an optical ground wire that serves dual purposes of grounding and fiber optic communications An overhead line would be subject to a Zone Variance application per IMC Chapter 17.32.

C. DISCRETIONARY ACTIONS AND APPROVALS

Project development requires the following discretionary actions and approvals from the City:

- Certification of the Irwindale Gateway Specific Plan EIR
- Approval of City of Irwindale General Plan Amendment
- Approval of City of Irwindale Zone Change
- Approval of City of Irwindale Zone Ordinance Amendment (adopting the Irwindale Gateway Specific Plan)
- Approval of Tentative Parcel Map
- Certification of the Environmental Impact Report SCH No. 2023020290
- Adoption of Findings of Fact and Statement of Overriding Considerations

- Adoption of Mitigation Monitoring and Reporting Program

D. STATEMENT OF PROJECT OBJECTIVES

1. Create a comprehensive master plan for the re-use of a reclaimed sand and gravel quarry, including the development of a utility-scale battery energy storage system.

2. Provide state-of-the-art buildings that can accommodate various industrial and manufacturing uses, including warehouse distribution, logistics, and fulfillment centers with proximate access to Interstate 605 on- and off-ramps.

3. Ensure that infrastructure plans for water, sewer, and drainage are adequately designed for the Specific Plan.

4. Provide a circulation system that meets transportation requirements and minimizes potential adverse impacts on the surrounding area.

5. Provide guidelines and standards for architecture, landscaping, walls, fencing, lighting, and entry treatments that are compatible with the design and architecture of the surrounding uses.

III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION PROCESS

In conformance with CEQA and the State CEQA Guidelines, the City conducted an extensive environmental review of the Proposed Project.

- The City of Irwindale determined that an EIR would be required for the Proposed Project and issued a Notice of Preparation ("NOP") on February 10, 2023. The NOP was sent to all responsible agencies, trustee agencies, and the Office of Planning Research and posted at the Los Angeles County Clerk-Recorder's office and on the City's website on February 10, 2023. The thirty (30)-day public review period extended from February 10, 2023, to March 11, 2023. However, because the scoping meeting was held relatively close to the end date of the comment period, the local comment period was extended to March 18, 2023, to give local individuals and organizations one additional week to submit comments.

- A scoping meeting was held during the NOP review period to solicit additional suggestions on the scope of the Draft EIR. The scoping meeting was held on Thursday March 2, 2023 at 6:00 PM at the Irwindale Community Center. The notice of the public scoping meeting was included in the NOP. Oral and written comments were received during the meeting.

    - The scope of the Draft EIR was determined based on the City's comments received in response to the NOP. Section 2.3 of the DEIR describes the issues identified for analysis in the Draft EIR.

- The City of Irwindale prepared a Draft EIR, which was made available for a forty-five (45)-day public review period beginning Monday, May 13, 2024 and ending Thursday, June 27, 2024.

    - The complete Draft EIR consists of the analysis of the Specific Plan and all referenced appendices. The Notice of Availability ("NOA") for the Draft EIR was sent to all interested persons, agencies, and organizations. The Notice of Completion ("NOC") was sent to the State Clearinghouse in Sacramento for distribution to public agencies. The NOA was posted at the Los Angeles County Clerk-Recorder's office and published in the San Gabriel Valley Tribune on May 13, 2024. Copies of the Draft EIR were made available for public review at the City of Irwindale City Hall, Irwindale Public Library, and Irwindale Community Development -- Planning Division. The Draft EIR was also made available for download via the City's website: https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway

- A special meeting of the City of Irwindale Planning Commission is scheduled for October 28, 2024, at 6:30 PM. The meeting will be held in the City of Irwindale Council Chambers, located at 5050 Irwindale Avenue, Irwindale, CA 91706, and online via Zoom.

- Section 15088(b) of Title 14 of the California Code of Regulations (State CEQA Guidelines requires lead agencies to provide written Responses to Comments to public agencies commenting on the Draft EIR at least 10 days prior to certifying the Final EIR. Seven comment letters were received from public agencies.

IV. ENVIRONMENTAL ISSUES THAT WERE DETERMINED NOT TO BE POTENTIALLY AFFECTED BY THE PROPOSED PROJECT

A. IMPACTS DETERMINED TO BE LESS THAN SIGNIFICANT DURING THE SCOPING PROCESS

Based on the public scoping process (including review of NOP responses), in addition to analysis prepared for the Draft EIR, the City determined, based upon the threshold criteria for significance, that none of the environmental topics were determined to have no impact or were found to be less than significant. As a result, all environmental topics were analyzed in Chapter 5 of the EIR.

B. IMPACTS DETERMINED AS "NO IMPACT" AND "LESS THAN SIGNIFICANT IMPACTS" IN THE EIR

This section identifies impacts of the proposed project determined to be less than significant without implementation of project-specific mitigation measures. This determination assumes compliance with existing regulations, as detailed in each respective topical section of Chapter 5 and Chapter 8, *Impacts Found Not to Be Significant*, in the Draft EIR.

a) Aesthetics. Implementation of the proposed project under Option 1 or 2 would not obstruct existing views of the San Gabriel Mountains and Puente Hills from surrounding roadways that abut the project site due to the substantially higher elevation of the mountains when compared to the proposed buildings and BESS infrastructure. Additionally, implementation of the proposed Specific Plan would ensure that the proposed development does not conflict with aesthetic related zoning regulations. The Specific Plan also provides standards for lighting and glare to ensure that project development does not adversely affect surrounding receptors. Furthermore, there would be no impacts to scenic corridors or highways since none exist within the vicinity of the project site.

b) Agricultural and Forestry Resources. Most of the project site is a former sand and gravel quarry and inert landfill and is currently undergoing remedial grading operations. As such, the project site does not contain any existing agricultural uses, land designated as important farmland by the California Department of Conservation, Williamson Act contracts, or forest/timberland resources. Therefore, development of the site under either Option 1 or 2 would have no impact on agricultural and forestry resources.

c) Air Quality. The proposed project would not exceed the South Coast Air Quality Management District's (AQMD's) localized significance thresholds for construction and operational emissions under either Option 1 or Option 2. Additionally, the qualified health risk from construction and operational emissions would not exceed South Coast AQMD's cancer risk and chronic hazards thresholds for either Option 1 or Option 2. The potential health risk associated with a thermal runaway event

of lithium-ion battery systems from the BESS was also evaluated and was determined unlikely to result in substantial toxic air contaminant concentrations for sensitive receptors.

d) Biological Resources. The project site is a former sand and gravel quarry and inert landfill. It has been highly disturbed over the last 65 years, with mining on the site commencing in 1957. A majority of the project site is currently undergoing remedial grading operations. The proposed project would not disturb any area that was not previously disturbed by reclamation activities, and the SCE easement would remain undeveloped under proposed conditions. Areas disturbed by reclamation activities have no habitat suitable for the two special species of concern that have been observed and recorded within a mile of the project site, the coast horned lizard or coastal whiptail. Additionally, while the project site is 0.34 miles southwest of the San Gabriel Canyon Significant Ecological Area which provides critical habitat for southwestern willow flycatcher, no suitable habitat for the species exists on the project site and no trees would be removed from the project site during implementation of the Specific Plan. Additionally, the project site does not contain sensitive natural communities or viable riparian habitat that is considered a protected wetland. Project development would take place within the boundaries of the project site and adjacent urban lands to the south including Live Oak Avenue and the Rio Hondo substation and would not impact the San Gabriel River or Santa Fe Flood Control Dam. The proposed project was concluded to have less than significant impacts to biological resources under both Options 1 and 2.

e) Cultural Resources. The proposed project would have no impact on historic resources since no historic resources exist on the project site. Additionally, while grading activities under construction of the proposed project have the potential to unearth human remains, existing laws and regulations outline specific procedures in the event of these discoveries that ensure that impacts under both Option 1 and Option 2 are less than significant.

f) Energy. The proposed project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation for Option 1 or Option 2. Energy use associated with construction would be temporary. Construction contractors would be required to minimize nonessential idling of construction equipment during construction in accordance with the California Code of Regulations, Title 13, Chapter 9, Article 4.8, Section 2449. Additionally, under Option 2, the proposed project would facilitate greater use of renewable energy sources, therefore decreasing reliance on fossil fuels. All land uses under the proposed project would also comply with the Building Energy Efficiency Standards and the California Green Building Code (CALGreen).

g) **Geology and Soils.** The project site is not located on or near any active surface faults or liquefaction hazard zones. While seismic activity in the project area could lead to ground-shaking, project buildings would comply with California Building Code (CBC) standards. Additionally, the grading to be conducted as part of the Operations Plan prior to implementation of the proposed project would ensure that uneven and unstable ground is filled and that the project site is flat. Erosion resulting from construction of the proposed project would be reduced with compliance with a Storm Water Pollution Prevention Plan (SWPPP) and Irwindale Municipal Code (IMC) and CBC standards. Subsequent geotechnical evaluation would identify engineering recommendations based on final project design, and mandatory compliance with the recommendations of the geotechnical evaluation would ensure impacts associated with other soil hazards including compressible soils, unstable soils, and subsidence would be less than significant for Options 1 and 2. Additionally, either version of the proposed project would not result in significant impacts to paleontological resources since the project site is covered by a thick layer of artificial fill. If the grading activities extend into the native alluvium, paleontological resources could be impacted by the project, though the likelihood is low.

h) **Greenhouse Gas Emissions.** Neither option of the proposed project would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs, which include the California Air Resources Board 2022 Scoping Plan and the Southern California Association of Government's (SCAG's) Regional Transportation and Sustainable Communities Strategy (RTP/SCS). For example, the proposed project would comply with the Building Energy Efficiency Standards and CALGreen in addition to supporting GHG emissions reduction measures through the development of BESS under Option 2. Additional ways that the proposed project would support the scoping plan and the RTP/SCS are discussed on page 5.6-24 of the Draft EIR.

i) **Hazards and Hazardous Materials.** Both options of the proposed project would comply with all applicable regulations to ensure that the use, transport, and disposal of hazardous materials under the proposed project would not result in significant impacts. This includes specific fire safety requirements for BESS that are discussed in detail under Impact 5.7-1 of the Draft EIR. Additionally, all existing recognized environmental conditions at the project site would be remediated with impacts being reduced to less than significant under implementation of the Operations Plan. The proposed project would also result in less than significant impacts with respect to emergency service and evacuation access with plan review by the City's Building and Safety Department, along with the Los Angeles County Fire Department and Irwindale Police Department, to ensure adequate site access is maintained and that project driveways would not interfere with circulation on adjacent streets. The project site is not within proximity to an airport and no conditions under the proposed project would exacerbate fire risk.

j) **Hydrology and Water Quality.** Both options of the proposed project would be required to implement a Stormwater Pollution Prevention Plan and comply with the Municipal Code, the erosion control plan, and grading requirements throughout the construction phase of the development accommodated by the Specific Plan. These regulatory requirements would address anticipated pollutants of concern from construction activities. Pursuant to the State Construction General Permit, the MS4 Permit, the Statewide General Permit for Stormwater Discharges Associated with Industrial Activities, Chapter 8.28 of the City's Municipal Code, and requirements of Sections 404 and 401 of the CWA, the Specific Plan would be required to implement federal, State, and local water quality standards; construction phase BMPs; post-construction site design, treatment, and source control measures to help keep pollutants out of stormwater. Additionally, the proposed project would not interfere with groundwater recharge, since the proposed project would have sufficient water supply from the project's water provider Valley County Water District (VCWD). The preliminary hydrology report for the proposed project shows that the that the proposed basin for the project site regulates peak flows from the 50-Year 24-Hour storm event so that the post-development runoff does not exceed 1 cubic-feet-second/acre. The project site is not subject to flooding hazards.

k) **Land Use and Planning.** Neither option under the proposed project would physically divide an existing community. The proposed uses are generally consistent with the land use currently operating on adjacent properties and the project site does not provide access to established communities. An analysis of the project's consistency with relevant plans including the SCAG RTP/SCS, Irwindale General Plan, and Irwindale Zoning Code included in Table 5.9-1, *SCAG 2020-2045 RTP/SCS Goals Consistency Analysis,* and Table 5.9-2, *General Plan Consistency Analysis*, of the Draft EIR. The Specific Plan would be consistent with the applicable policies and goals of these plans.

l) **Mineral Resources.** The project site is in an area designated MRZ-2 and the Irwindale Production Area, however, the site is designated with land uses incompatible with mining in the San Gabriel P-C region and no active mining operations are present on the project site. Furthermore, there are no active mining operations on-site, and past mining operations depleted mineral resources at the project site. There would be no impacts to mineral resources under either option of the proposed project.

m) **Noise.** Construction associated with either option under the proposed project would generate noise-level increases from 0.2 to 0.3 dBA Leq at the nearest receiver locations which would not exceed the 5 dBA threshold for noise increases, consistent with the Irwindale Municipal Code. Additionally, operational noise levels would not exceed 5 dBA for either Option 1 or Option 2 at the nearest receptor locations. Similarly, traffic noise levels as a result of traffic added by the proposed project would not exceed the incremental noise level increase thresholds. Vibration

impacts from construction equipment would not result in damage to nearby receptors.

n) Population and Housing. The proposed project would not result in any new housing in the City but is expected to add approximately 580 long-term new jobs under Option 1 and 475 long-term new jobs under Option 2. These jobs are expected to be filled by residents in the City and region. No direct population growth would occur. Additionally, no housing exists at the project site and therefore no residents or homes would be displaced by the proposed project.

o) Public Services. The Los Angeles County Fire Department (LACFD) would provide fire service to the project site and anticipates that the proposed project would not have a significant impact on the service demands of the station that serves the proposed project. The BESS would be subject to LACFD review and would be required to comply with fire code requirements specific to energy storage systems. The Irwindale Police Department noted that the proposed project would not require expansion of police protection facilities. School and library services would not be impacted by the proposed project because the project would not generate population growth.

p) Recreation. Recreational uses under the proposed project would not be impacted by the proposed project since the project does not involve uses that would generate population in the City.

q) Transportation. Neither option under the proposed project would impact City circulation systems. A Traffic Impact Analysis was conducted for the proposed project and is included as Appendix L2 to the Draft EIR which concluded that signalization at the intersection of Live Oak Avenue and Live Oak Lane would be needed to address traffic impacts from both options of the proposed project. The proposed project would also provide pedestrian amenities and bicycle parking facilities both on the project site and within the surrounding right-of-way, supporting the City's implementation of its Active Transportation Plan. Additionally, the proposed project would not create roadway hazards or result in inadequate emergency access to the project site. The development would comply with fire and building codes, and circulation plans would be reviewed by the Planning Division and LACFD. Furthermore, consistent with the Specific Plan, prior to the issuance of building permits for development projects in the project site that involve a driveway connection point on Live Oak Avenue, the project applicant shall submit a driveway access study to the Irwindale Public Works Department for City review and approval.

r) Utilities and Service Systems. As discussed in the analysis of Impact 5.15-1 and the Sewer Area Study for the proposed project, the existing wastewater infrastructure serving the project site would be able to accommodate the additional flows from development under the Specific Plan. Wastewater from the project site

would be treated at the San Jose Creek Water Reclamation Plant which has capacity to accommodate the wastewater from the proposed project. The total water demand for the project site is anticipated to be 101 acre-feet-year, accounting for water losses, which falls within the residual water supplies available to VCWD. Impacts to stormwater drainage would be less than significant with implementation of the on-site detention basin and the modular wetlands systems at the project site, as discussed further in Sections 5.8 *Hydrology and Water Quality*, and Section 5.15, *Utilities and Service Systems*, of the Draft EIR. Solid waste disposal under the proposed project would be required to comply with various federal, state, and local laws and regulations that govern solid waste disposal. Additionally, the two (2) landfills that would serve the proposed project would have capacity to serve the proposed project. While the Specific Plan would increase energy demand at the site compared to existing conditions, all development would be required to comply with the latest applicable Building Energy Efficiency Standards and CALGreen. The proposed project would represent negligible increases to the natural gas and electricity consumption of its service area.

s) Wildfire. The project site is not in a high Fire Hazard Severity Zone (FHSZ) or very high FHSZ but is adjacent to a very high FHSZ. However, the project site is separated from this FHSZ area due to roadways which would act as fire breaks. The electrical infrastructure of the BESS would undergo maintenance to ensure that there is no fuel buildup that would exacerbate fire risk on- or off-site. The proposed project would therefore not exacerbate fire risk.

V. FINDINGS REGARDING POTENTIALLY SIGNIFICANT ENVIRONMENTAL IMPACTS

The following potentially significant environmental impacts were analyzed in the Draft EIR, and the effects of the project were considered. Because of environmental analysis of the project and the identification of relevant General Plan policies; compliance with existing laws, codes, and statutes; and the identification of feasible mitigation measures, some potentially significant impacts have been determined by the City to be reduced to a level of less than significant, and the City has found—in accordance with CEQA Section 21081(a)(1) and State CEQA Guidelines Section 15091(a) (1)—that "Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment." This is referred to herein as "**Finding 1**."

Where the City has determined—pursuant to CEQA Section 21081(a)(2) and State CEQA Guidelines Section 15091(a)(2)—that "Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency," the City's finding is referred to herein as "**Finding 2**."

Where, as a result of the environmental analysis of the project, the City has determined that either (1) even with the identification of project design features, compliance with existing laws, codes and statutes, and/or the identification of feasible mitigation measures, potentially significant impacts cannot be reduced to a level of less than significant, or (2) no feasible mitigation measures or alternatives are available to mitigate the potentially significant impact, the City has found in accordance with CEQA Section 21081(a)(3) and State CEQA Guidelines Section 15091(a)(3) that "Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report." This is referred to herein as "**Finding 3**."

A. IMPACTS MITIGATED TO LESS THAN SIGNIFICANT

The following summary describes impacts of the Proposed Project that, without mitigation, would result in significant adverse impacts. Upon implementation of the mitigation measures provided in the EIR, these impacts would be considered less than significant.

1. Air Quality

Impact 5.2-4: The proposed project would result in other emissions that would adversely affect a substantial number of people. [Threshold AQ-4]

Construction

During construction activities, construction equipment exhaust and application of asphalt and architectural coatings would temporarily generate odors. Any construction-related odor emissions would be temporary and intermittent. Additionally, noxious odors would be

confined to the immediate vicinity of the construction equipment. By the time such emissions reached any sensitive receptor sites, they would be diluted to well below any level of air quality concern. Furthermore, short-term construction-related odors are expected to cease upon the drying or hardening of odor-producing materials. Therefore, impacts associated with construction-generated odors are considered less than significant for both Option 1 and Option 2 of the proposed project.

Operation

The type of facilities that are considered to have objectionable odors include wastewater treatment plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities. The types of businesses accommodated under the proposed project could result in these types of uses: asphalt plants, automobile and truck repair garages, bakeries and confectionaries (manufacturing and wholesale), bottling plants, computer and electronic parts manufacturing, concrete manufacturing, distribution warehousing and e-commerce fulfillment centers for dry and frozen goods, machinery manufacturing, and product assembly. While these and other types of industrial land uses associated with the proposed project would be required to comply with South Coast AQMD Rule 402, additional measures may be necessary to prevent an odor nuisance. Therefore, certain types of industrial land uses that could be associated with either option of the proposed project may generate potentially significant odor impacts to a substantial number of people.

Mitigation Measure

AQ-2 Prior to future discretionary approval, if it is determined that a project has the potential to emit nuisance odors beyond the property line, an odor management plan shall be prepared by the project applicant, subject to review and approval by the City of Irwindale Community Development Department. Facilities that have the potential to generate nuisance odors include but are not limited to:

- Wastewater treatment plants
- Composting, green waste, or recycling facilities
- Fiberglass manufacturing facilities
- Painting/coating operations
- Large-capacity coffee roasters
- Food-processing facilities

The odor management plan shall show compliance with the South Coast Air Quality Management District's Rule 402 for nuisance odors. The odor management plan shall identify the best available control technologies for toxics (T-BACTs) that will be utilized to reduce potential odors to acceptable levels, including appropriate enforcement mechanisms. T-BACTs may include,

but are not limited to scrubbers (i.e., air pollution control devices) at the industrial facility. T-BACTs identified in the odor management plan shall be identified as mitigation measures in the environmental document and/or incorporated into the site plan.

Finding:

Finding 1 – The City hereby makes Finding 1. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted.

2. Cultural Resources

Impact 5.4-2: Development of the project could impact archaeological resources. [Threshold C-2]

The project site is a former sand and gravel quarry and inert landfill. The project site has been highly disturbed over the last approximately 65 years with mining on the site commencing in 1957. When mining operations ceased in approximately 1973, the depleted quarry pits extended to a maximum depth of approximately 120 feet below ground surface. The Nu-Way Live Oak Inert Landfill operated on the site from approximately 1996 to 2005. Under landfill operation, the former quarry was backfilled with inert materials to its capacity at street level. The site operations plan for reclamation describes the excavation, screening, and placement of approximately 8.3 million cubic yards of fill material. Under the operations plan, existing fill is being excavated to a maximum depth of 120 feet. Excavated materials will be screened for noncompliant materials, which will be segregated and disposed of.

The results of the California Historical Resources Information System records search indicated that there are no archeological resources on the project site or within a 0.25-mile radius. Additionally, the Native American Heritage Commission (NAHC) responded on April 21, 2023, with a negative Sacred Lands File search, indicating no record for the presence of Native American sacred land within the project site. Although the project site has a low potential for archaeological resources, previously unidentified subsurface (buried) resources could potentially be uncovered during ground-disturbing activity in areas that have not been excavated during the reclamation activities and for off-site improvements. If such archaeological resources are encountered during project construction, there could be an adverse change of an archaeological resource, resulting in a significant impact. These impacts would apply under both Option 1 and Option 2 of the proposed project. Mitigation Measures CUL-1 and CUL-2 would be implemented as part of the proposed project to mitigate this impact to less-than-significant.

Mitigation Measures:

The following mitigation measures reduce this impact to less than significant:

CUL-1 Prior to the issuance of any permits allowing ground-disturbing activities, the project proponent/operator shall retain a Qualified Archaeologist, defined as an archaeologist meeting the Secretary of the Interior's Standards for professional archaeology (U.S. Department of the Interior, 2011), to carry out all mitigation measures related to archaeological resources. The contact information for this Qualified Archaeologist shall be provided to the City of Irwindale Community Development Department - Planning Division prior to the commencement of any construction activities on-site.

CUL-2 In the event that unanticipated cultural resources are encountered during any phase of project construction, all construction work within 50 feet of the find shall cease, and the Qualified Archaeologist and designated Native American representative, as defined in Mitigation Measure TCR-2, shall assess the find for importance. Construction activities may continue in other areas. If the discovery is determined to not be significant by the Qualified Archaeologist and/or designated Native American representative, work will be permitted to continue in the area.

If a find is determined to be important by the Qualified Archaeologist and designated Native American representative, he or she shall immediately notify the City. The City shall consult on a finding of eligibility and implement appropriate treatment measures if the find is determined to be eligible for inclusion in the California Register of Historical Resources (CRHR). Work may not resume within the no-work radius until the lead agency, through consultation as appropriate, determines that the site either: (1) is not eligible for the CRHR; or (2) treatment measures have been completed to its satisfaction.

Finding:

Finding 1 – The City hereby makes Finding 1. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted.

3. Transportation

Impact 5.13-2: Development accommodated by the Specific Plan would conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). [Threshold T-2]

Both Options 1 and 2 of the Irwindale Gateway Specific Plan include proposed development of industrial warehousing, associated parking, and loading docks. The project site is currently a vacant lot that is used for a variety of industrial and commercial uses as well as stockpiled materials and debris. Option 1 includes the development of 954,796 square feet of warehouse space and 43,000 square feet of office space. A variety of general warehousing and manufacturing tenants could be accommodated in the three (3) buildings. Option 2 would include two (2) industrial buildings providing 668,070 square feet of warehouse space and 36,000 square feet of office space. Additionally, this option would include a 400-megawatt BESS on approximately 16 acres.

As shown in Table 5.13-1, *Project VMT Characteristics*, in the Draft EIR, the proposed project would result in 20.8 daily Vehicle Miles Traveled (VMT) per employee for both Options 1 and 2, which would exceed the City's threshold of 18.5 daily VMT per employee. Therefore, impacts would be potentially significant without mitigation for both Option 1 and Option 2.

However, as shown in Table 5.13-1, with the implementation of Mitigation Measures T-1 and T-2 the San Gabriel Valley Council of Governments Regional VMT Analysis Tool forecasts the project's VMT to be reduced to 18.4 daily VMT per employee using industry standards measures of effectiveness for VMT reduction measures within the geographic context of the project. The VMT per employee value is below the City's threshold. Therefore, impacts would be less than significant.

Mitigation Measure:

The following mitigation measures would reduce this impact to less than significant:

T-1 The applicant shall coordinate with Foothill Transit and the City of Irwindale to install a bus stop at Live Oak Avenue and Live Oak Lane for the Foothill Transit Line 492. The design and installation of the bus stop shall be coordinated with Foothill Transit and shall be paid for by the project applicant. The bus stop shall be constructed prior to the issuance of a Certificate of Occupancy for the first development project on the project site.

T-2 The applicant shall modify the public sidewalk and landscaping along the north side of the portion of Live Oak Avenue that abuts the project site to include accommodation of a Class IV trail consistent with the City of Irwindale Active Transportation Plan to create a portion of the connection to the San Gabriel River Trail. Prior to the issuance of grading plans, the applicant shall submit

the required improvement plans for the Class IV trail to the City of Irwindale's Public Works Department for review and approval.

Finding:

Finding 1 – The City hereby makes Finding 1. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted.

4. Tribal Cultural Resources

Impact 5.14-2: The proposed project would cause a substantial adverse change in the significance of a tribal cultural resource that is determined by the lead agency to be significant pursuant to criteria in Public Resources Code section 5024.1(c). [Threshold TCR-1.ii]

The Sacred Lands File (SLF) search conducted by the Native American Heritage Commission (NAHC) did not indicate the presence of known Tribal Cultural Resources (TCRs) within or immediately adjacent to the project site. However, the Gabrieleño Band of Mission Indians–Kizh Nation indicated that the project area is of high importance to the tribe and that there is the potential for unknown and/or buried TCRs to be encountered during construction activities. Should such resources be determined by the lead agency to be significant, the proposed project could result in potentially significant impacts related to the substantial adverse change in the significance of TCRs. Mitigation Measures CUL-1, CUL-2, and TCR-1 through TCR-3 would be implemented as part of the proposed project to mitigate this impact to less than significant. This potential impact applies to both Option 1 and Option 2 and these mitigation measures would be implemented under either option of the proposed project.

Mitigation Measure:

In addition to the following mitigation measures, implementation of Mitigation Measure CUL-1 and CUL-2 would reduce impacts to less than significant.

TCR-1 The project applicant shall retain a Native American monitor from or approved by the Gabrieleño Band of Mission Indians–Kizh Nation. The monitor shall be retained prior to the commencement of any ground-disturbing activity for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). Ground-disturbing activity shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

The monitor shall complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities; the type of construction activities performed; locations of ground-disturbing activities; soil types; cultural-related materials; and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered tribal cultural resources, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc. (collectively, tribal cultural resources, or TCRs) as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs shall be provided to the project applicant/lead agency upon written request to the Tribe.

On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.

TCR-2 Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh shall recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural, and/or historic purposes.

TCR-3 Native American human remains are defined in Public Resources Code 5097.98(d)(1) as an inhumation or cremation and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.

If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resources Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed. Human remains and grave/burial goods shall be treated alike per California Public Resources Code Sections 5097.98(d)(1) and (2). Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial

goods. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

Finding:

Finding 1 – The City hereby makes Finding 1. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted.

B. SIGNIFICANT AND UNAVOIDABLE SIGNIFICANT IMPACTS THAT CANNOT BE MITIGATED TO BELOW THE LEVEL OF SIGNIFICANCE

The following summary describes the unavoidable adverse impacts of the Proposed Project where either mitigation measures were found to be infeasible, or the mitigation measures are under the control of another lead agency. The following impacts would remain significant and unavoidable:

1. Air Quality

Impact 5.2-1: The proposed project would conflict with or obstruct implementation of the applicable air quality plan (the South Coast AQMD AQMP). [Threshold AQ-1]

Support for this environmental impact conclusion is fully discussed in Section 5.2, *Air Quality*, starting on page 5.2-27 of the Draft EIR.

Though the proposed project would result in an increase in employment, it would not cause the City to reach or exceed the number of jobs forecast by SCAG. And because the Air Quality Management Plan (AQMP) is based on the SCAG forecasts, the proposed project would not substantially conflict with the emissions inventory in the current 2022 AQMP.

Long-term emissions generated by the proposed project would produce criteria air pollutants that exceed the South Coast AQMD significance thresholds for VOC and NO_X during the proposed project Option 1 operations, and for NOx only during Option 2 operations (see Impact 5.2-3). South Coast AQMD's significance thresholds identify whether a project has the potential to cumulatively contribute to the Southern California Air Basin's (SoCAB's) nonattainment designations. Implementation of the proposed project would result in an increase in the frequency or severity of existing air quality violations; cause or contribute to new violations; or delay timely attainment of the Ambient Air Quality Standards (AAQS). Therefore, overall, the proposed project (Options 1 and 2) would be considered inconsistent with the AQMP, and impacts would be potentially significant.

Mitigation Measures:

The following feasible measures are required to be implemented:

AQ-1 The construction contractor shall specify in the construction bid that the construction contractor(s) shall only use interior and exterior paints with a low VOC (volatile organic compound) content with a maximum concentration of 0 grams per liter (g/L) for building architectural coating during construction and for future coating to reduce VOC emissions. All building and site plans shall note use of paints with a maximum VOC concentration of 0 g/L. Prior to construction, the construction contractor(s) shall ensure that all construction plans submitted to the City of Irwindale Building and Safety Department and the Community Development Department clearly show this requirement.

GHG-2 Prior to issuance of an occupancy permit for a new tenant/business entity, the new tenant/business entity shall provide documentation to the City demonstrating the proposed project's buildings would consume 100 percent carbon-free electricity, when feasible and commercially available in accordance with Southern California Edison's approved programs in effect at the time the tenant/business entity seeks issuance of an occupancy permit. Measures to achieve 100 percent carbon-free electricity use for the proposed project's buildings may include, but are not limited to, plans for 100 percent renewable electricity.

GHG-4 Prior to the issuance of a building permit, the Project Applicant shall provide documentation to the City demonstrating that the project buildings' electrical room is sufficiently sized to hold additional panels that may be needed to supply power for future installation of electric charging systems for electric trucks and power transport refrigeration units (TRUs). Conduit shall be installed from the electrical room to tractor-trailer parking spaces in logical locations on-site to facilitate future electric truck charging. Conduit shall be installed between the electrical room and the loading docks to facilitate the use of electric plug-in TRUs.

GHG-7 Prior to issuance of an occupancy permit, a new tenant/business entity shall place legible, durable, weather-proof signs at truck access gates, loading docks, and truck parking areas that identify applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum, each sign shall include: 1) instructions for truck drivers to shut off engines when not in use; 2) instructions for drivers of diesel trucks to restrict idling to no more than five minutes once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged; and 3) telephone numbers of the building facilities manager and CARB to report violations. The City shall conduct a site inspection to ensure that the signs are in place.

T-1 The applicant shall coordinate with Foothill Transit and the City of Irwindale to install a bus stop at Live Oak Avenue and Live Oak Lane for the Foothill Transit Line 492. The design and installation of the bus stop shall be coordinated with Foothill Transit and shall be paid for by the project applicant. The bus stop shall be constructed prior to the issuance of a Certificate of Occupancy for the first development project on the project site.

T-2 The applicant shall modify the public sidewalk and landscaping along the north side of the portion of Live Oak Avenue that abuts the project site to include accommodation of a Class IV trail consistent with the City of Irwindale Active Transportation Plan to create a portion of the connection to the San Gabriel River Trail. Prior to the issuance of grading plans, the applicant shall submit the required improvement plans for the Class IV trail to the City of Irwindale's Public Works Department for review and approval.

Finding:

Finding 3 – The City hereby makes Finding 3. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted. The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment and residential opportunities, make infeasible the alternatives identified in the EIR(Public Resources Code §§ 21081(a)(1), (3); Guidelines §§ 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

Impact 5.2-2: Construction and operation associated with the proposed project under Option 1 and Option 2 would result in a cumulatively considerable net increase of criteria pollutants that exceed South Coast AQMD's threshold criteria. [Threshold AQ-2]

Support for this environmental impact conclusion is fully discussed in Section 5.2, *Air Quality*, and in particular, starting on page 5.2-28 of the Draft EIR.

Construction

Construction activities produce combustion emissions from various sources, such as on-site heavy-duty construction vehicles, vehicles hauling materials to and from the site, and motor vehicles transporting the construction crew. Construction of the proposed project would generate criteria air pollutants associated with construction equipment exhaust and fugitive dust from site preparation, rough grading, fine grading, utilities trenching, building construction, paving, architectural coating, and finishing and landscaping; off-site improvements; and sewer and storm drain construction. Option 2 would also include installation of the BESS facility on-site. Air pollutant emissions from construction activities on-site would vary daily as construction activity levels change. An estimate of maximum daily construction emissions for Option 1 and Option 2 of the proposed project are provided in Table 5.2-9, *Maximum Daily Regional Construction Emissions (Option 1),* and Table 5.2-10, *Maximum Daily Regional Construction Emissions (Option 2),* in the Draft EIR. The tables show the highest daily emissions that would be generated by the overlapping construction activities over the anticipated development period.

Option 1

As shown in Tables 5.2-9, the maximum daily emissions for NOx, CO, SO_2, PM_{10}, and $PM_{2.5}$ from construction-related activities would be less than their respective South Coast AQMD regional significance threshold values for Option 1. However, VOC emissions from construction activities overlapping with the proposed project's architectural coating phase would exceed the South Coast AQMD Regional construction threshold for Option 1.[1] Therefore, short-term air quality impacts from proposed project-related construction activities would exceed South Coast AQMD's threshold criteria for VOC, and impacts for Option 1 would be potentially significant.

Option 2

As shown in Tables 5.2-10, the maximum daily emissions for NOx, VOC, CO, SO_2, PM_{10}, and $PM_{2.5}$ from construction-related activities would all be less than their respective South Coast AQMD regional significance threshold values for Option 2. Therefore, short-term air quality impacts from proposed project-related construction activities under Option 2 would be less than significant.

Operation

As shown in Table 5.3-11, *Maximum Daily Regional Operation Emissions (Option 1),* and Table 5.3-12, *Maximum Daily Regional Operation Emissions (Option 2)*, in the Draft EIR, project-related air pollutant emissions from daily operations would exceed the South Coast AQMD regional emissions thresholds for VOC and NOx under Option 1 and NOx under Option 2. The primary sources of long-term criteria air pollutant emissions would be project-generated passenger vehicle and truck trips as well as use of off-road equipment

[1] The maximum daily construction VOC emissions for Option 2 is estimated to be 74.69 lb/day, which is less than the South Coast AQMD threshold for VOC.

on-site such as yard trucks and forklifts. Option 2 would also include operation of the BESS on-site. However, it would not require natural gas use to operate and thus would not generate criteria air pollutant emissions. Emissions of VOC and NOx that exceed the South Coast AQMD regional threshold would cumulatively contribute to the O_3 nonattainment designation of the SoCAB. Emissions of NOx that exceed the South Coast AQMD regional significance thresholds would also cumulatively contribute to the particulate matter (PM_{10} and $PM_{2.5}$) nonattainment designations of the SoCAB. Therefore, the project would result in a potentially significant impact because it would significantly contribute to the nonattainment designations of the SoCAB.

Mitigation Measure:

The following feasible mitigation measure is required to be implemented**:**

AQ-1 The construction contractor shall specify in the construction bid that the construction contractor(s) shall only use interior and exterior paints with a low VOC (volatile organic compound) content with a maximum concentration of 0 grams per liter (g/L) for building architectural coating during construction and for future coating to reduce VOC emissions. All building and site plans shall note use of paints with a maximum VOC concentration of 0 g/L. Prior to construction, the construction contractor(s) shall ensure that all construction plans submitted to the City of Irwindale Building and Safety Department and the Community Development Department clearly show this requirement.

Finding:

Finding 3 – The City hereby makes Finding 3. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted. The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment and residential opportunities, make infeasible the alternatives identified in the EIR (Public Resources Code §§ 21081(a)(1), (3); Guidelines §§ 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

2. Greenhouse Gas Emissions

Impact 5.6-1: The proposed project would generate greenhouse gas (GHG) emissions, either directly or indirectly, that may have a significant impact on the environment. [Threshold GHG-1]

Support for this environmental impact conclusion is fully discussed in Section 5.6, *Greenhouse Gas Emissions,* and in particular, starting on page 5.6-20 of the Draft EIR.

Operation of development accommodated by under Option 1 would generate up to 2,058 trips per day (non-passenger equivalent) consisting of 1,508 passenger vehicle trips and 550 heavy-heavy duty truck trips. Proposed project development under Option 2 would involve construction and operation of a BESS facility and 704,070 square feet of industrial space. Under Option 2, the proposed project would generate up to 418 truck trips and 1,093 passenger trips for a total of 1,511 trips per day. In addition, operation of the BESS under Option 2 would consume electricity to power its components and to charge its batteries, which would generate GHG emissions. However, as the BESS facility would store excess electricity from the grid for use at a later time, it would lower the need for electricity generated from nonrenewable sources, thereby resulting in a reduction in GHG generation from such sources. Furthermore, the BESS, along with the installation of other battery energy storage facilities, would contribute to CARB's goal for reaching 100 percent renewable energy production, thereby reducing GHG emissions from energy production.

The amount of energy derived from nonrenewable sources available on the electric grid that is used to charge the project's batteries is "too speculative for evaluation" (CEQA Guidelines, Section 15145). The same is true for any attempt to evaluate the amount of GHG emissions caused by the project's charging from nonrenewable sources available on the electric grid. Thus, any attempt to quantify indirect GHG emissions from the project would be too speculative to be of real value and thus is not required by CEQA.

Annual average construction emissions were amortized over 30 years and included in the emissions inventory to account for one-time GHG emissions from the construction phase of development accommodated by the proposed project. The proposed construction- and operation-related emissions of development accommodated by the proposed project are quantified and shown in Table 5.6-5, *Project-Related GHG Emissions (Option 1)*, and Table 5.6-6, *Project-Related GHG Emissions (Option 2),* in the Draft EIR. As demonstrated in the tables, development and operation associated with the proposed project's annual emissions would exceed the South Coast AQMD bright-line threshold of 3,000 metric tons of carbon dioxide equivalent ($MTCO_2e$) per year. Therefore, GHG emissions generated by the project would be considered to cumulatively contribute to statewide GHG emissions, and impacts are potentially significant.

Mitigation Measures

The following feasible mitigation measures are required to be implemented**:**

GHG-1 Prior to the issuance of building permits, the Project Applicant shall provide documentation to the City demonstrating that the project shall install measures listed below. Implementation of these measures shall be verified by the City prior to the issuance of final certificate of occupancy.

- All-electric energy systems.
- Enhanced window insulation (0.4 U-factor, 0.32 SHGC).
- Duct insulation (R-6).
- High efficiency HVAC (EER 15/80 percent AFUE or 8 HSPF).
- Weather-based irrigation control systems combined with drip irrigation.
- Low flow toilets, urinals, and bathroom faucets to reduce water usage.

GHG-2 Prior to issuance of an Occupancy Permit for a new tenant/business entity, the new tenant/business entity shall provide documentation to the City demonstrating the proposed project's buildings would consume 100 percent carbon-free electricity, when feasible and commercially available in accordance with Southern California Edison's approved programs in effect at the time the tenant/business entity seeks issuance of an occupancy permit. Measures to achieve 100 percent carbon-free electricity use for the proposed project's buildings may include, but are not limited to, plans for 100 percent renewable electricity.

GHG-3 Prior to issuance of an Occupancy Permit for a new tenant/business entity, the project developer/facility owner and tenant/business entity shall provide to the City of Irwindale Community Development Department a signed document (verification document) noting that the project development/facility owner has disclosed to the tenant/business entity the requirement to implement the following measures:

- A solar photovoltaic (PV) system associated with proposed project buildings. The PV system shall be designed to comply with Section 140.10, *Prescriptive Requirements for Photovoltaic and Battery Storage Systems*, of the 2022 Building Energy Efficiency Standards. For purposes of this mitigation measure, battery storage modules are not considered buildings.
- High-efficiency lights (>50 percent of fixtures) to reduce energy usage.
- All major end-user appliances (e.g., dishwashers and refrigerators) installed are Energy Star certified or of equivalent energy efficiency where applicable.
- All landscape equipment (e.g., leaf blower) used for property management shall be electric powered only. The property manager/facility owner shall provide documentation (e.g., purchase, rental, and/or services agreement)

to the Planning Department to verify, to the City's satisfaction, that all landscaping equipment utilized will be electric powered, as allowed.

- Truck check-in points shall be inside the project site to ensure no trucks are queuing on local roadway(s).
- All on-site outdoor cargo-handling equipment (including yard trucks, hostlers, yard goats, pallet jacks, forklifts, generators, pumps, and other on-site equipment) shall be electric or non-diesel fueled. All on-site indoor forklifts shall be powered by electricity.
- All truck/dock bays that serve cold storage facilities within the proposed buildings shall be electrified to facilitate plug-in capabilities and support use of electric standby and/or hybrid electric transport refrigeration units.
- Prior to the issuance of a building permit, the site plan shall include the minimum number of automobile electric vehicle charging stations in accordance with the requirements of the Tier 2 Nonresidential Voluntary Measures of CALGreen Section A5.106.5.3, Electric vehicle (EV) charging. required by the California Code of Regulations Title 24.

In addition, the project developer/facility owner has provided the following:

- Occupants/tenants shall be provided documentation on the United States Environmental Protection Agency's SmartWay program.
- Occupants/tenants shall be provided documentation on funding opportunities, such as the Carl Moyer Program, that provide incentives for using cleaner-than—required engines and equipment.

This verification document shall be signed by authorized agents for the project developer/facility owner and tenant/business entities. In addition, if applicable, the tenant/business entity shall provide documentation (e.g., purchase or rental agreement) to the City of Irwindale Community Development Department to verify, to the City's satisfaction, compliance with these measures.

GHG-4 Prior to the issuance of a building permit, the Project Applicant shall provide documentation to the City demonstrating that the project buildings' electrical room is sufficiently sized to hold additional panels that may be needed to supply power for future installation of electric charging systems for electric trucks and power transport refrigeration units (TRUs). Conduit shall be installed from the electrical room to tractor-trailer parking spaces in logical locations on-site to facilitate future electric truck charging. Conduit shall be installed between the electrical room and the loading docks to facilitate the use of electric plug-in TRUs.

GHG-5 In accordance with the City of Irwindale's Municipal Code Chapter 17.66, *Trip Reduction and Travel Demand Measures,* shall make provision for each of the

TDM measures outlined in Subsection 17.66.030(B), *Development Standards* and shall comply with the *Monitoring* requirements in Section 17.66040. The project applicant shall demonstrate compliance with each measure in a written report submitted to the city prior to the issuance of a building permit and show compliance prior to the issuance of Certificate of Occupancy. The Transportation Demand Management (TDM) Program shall include detailed strategies for reducing the use of single occupant vehicles by employees by increasing carpool/vanpool participation and transit use. Additionally, the TDM program may provide for alternative work or compressed work schedules to reduce the number of days an employee commutes to work.

GHG-6 Prior to the issuance of a building permit, the site plan shall include surface parking lots to provide parking for low-emitting, fuel-efficient, and carpool/van vehicles associated with trips to the proposed project's buildings. At minimum, the number of preferential parking spaces shall equal to the Tier 2 Nonresidential Voluntary Measures of CALGreen Section A5.106.5.1.2. In addition, the site plan shall also include automobile electric vehicle charging stations equal to the Tier 2 Nonresidential Voluntary Measures of CALGreen.

GHG-7 Prior to issuance of an occupancy permit, a new tenant/business entity shall place legible, durable, weather-proof signs at truck access gates, loading docks, and truck parking areas that identify applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum, each sign shall include: 1) instructions for truck drivers to shut off engines when not in use; 2) instructions for drivers of diesel trucks to restrict idling to no more than five minutes once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged; and 3) directional text on the sign shall read "To Truck Route" with a directional arrow, and 4) telephone numbers of the building facilities manager and CARB to report violations. The City shall conduct a site inspection to ensure that the signs are in place.

Finding:

Finding 3 – The City hereby makes Finding 3. Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure(s) above. The City of Irwindale hereby finds that implementation of the mitigation measure(s) is feasible, and the measure(s) is therefore adopted. The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment and residential opportunities, make infeasible the alternatives identified in the EIR, as discussed in Section D of these Findings (Public Resources Code §§ 21081(a)(1), (3); Guidelines §§ 15091(a)(1), (3)). As described in the

Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

VI. FINDINGS REGARDING ALTERNATIVES

CEQA requires that an EIR include a discussion of reasonable project alternatives that would "feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen any significant effects of the project, and evaluate the comparative merits of the alternatives" (CEQA Guidelines § 15126.6[a]).

A. ALTERNATIVES CONSIDERED AND REJECTED DURING THE SCOPING/PROJECT PLANNING PROCESS

The following is a discussion of the alternatives considered during the scoping and planning process and the reasons why they were not selected for detailed analysis in the EIR.

1. Alternative Development Area

CEQA requires that the discussion of alternatives focus on alternatives to the project or its location that are capable of avoiding or substantially lessening any significant effects of the project. Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR (CEQA Guidelines Section 15126.6[f][2][A]). Key factors in evaluating the feasibility of potential off-site locations for EIR project alternatives include:

- If it is in the same jurisdiction.
- Whether development as proposed would require a General Plan Amendment.
- Whether the project applicant could reasonably acquire, control, or otherwise have access to the alternative site (or the site is already owned by the proponent). (CEQA Guidelines Section 15126.6[f][1])

As shown in Figure 4-3, *City of Irwindale Cumulative Projects within Two Miles of the Proposed Project*, and Figure 4-4, *Cumulative Projects within Two Miles of the Proposed Project in Surrounding Jurisdictions*, and detailed in corresponding Tables 4-1 and 4-2, in the Draft EIR, the project area is characterized by high development activity. Four (4) of the five (5) approved or pending projects within the City of Irwindale are, as with the proposed project, industrial warehousing developments. Limited opportunities for new projects remain in the City, and the applicant does not own or have options on other properties within the City of Irwindale area or surrounding area.

Moreover, the proposed project site's location is key to the applicant's project objectives. Key to their proposal is the proximate access to the Interstate 605 (I-605) and on- and off-ramps. A critical site component for Option 2 that includes the BESS facility is the site's adjacency to an existing substation.

For these reasons, an alternate project site was not evaluated as a feasible project alternative.

2. Alternative Land Use

The following alternative land uses for the project site were reviewed for their potential to reduce or eliminate the significant impacts associated with the project as proposed while attaining most of the project's basic objectives:

- **Retail.** A market analysis was conducted by The Concord Group (TCG) for potential retail and hotel use of the project site (Concord Group 2022). This report is included as Appendix N of the Draft EIR. The analysis was conducted in light of the City embarking on a General Plan update and with an objective to determine the viability of site development in accordance with the site's Regional Commercial designation. TCG arrived at the following high-level conclusions regarding the market potential of the property:

  - Large-scale, anchored format retail (regional mall, big box center, neighborhood center) is neither market nor financially feasible, due to the following factors:

    - Poor retail conditions nationally, characterized by oversupply, declining availability of anchor tenants, department store revenue decline and growth of e-commerce (see Appendix N, Exhibit II-1, of the Draft EIR).

    - Inferior visibility compared to existing stock which favors locations off I-10 and I-210, with traffic counts that are 35 percent to 50 percent higher than that along the I-605 near the project site (see Appendix N, Exhibit II-2A, of the Draft EIR).

    - The demographic character locally and associated median incomes and home values are inferior to other established retail locations in the greater market area (see Appendix N, Exhibit II-4, of the Draft EIR).

    - Two major malls are located within five-miles of the project site, while nearly all major big box anchors have a presence within a three-mile radius (Appendix N, Exhibit II-5C and& II-5D, of the Draft EIR).

  - The neighborhood location and market area retail dynamics could support the development of smaller format, convenience retail centers servicing the local workforce and drive-by traffic along I-605.

  - The immediate surrounding land uses are problematic for attracting large-scale retail tenants to this location. Large-scale asphalt operators and overhead powerlines are not attractive for potential retail and hotel users.

  This alternative was, therefore, rejected for further analysis.

- **Hotel.** Based on The Concord Group report, the location of the project site, adjacent to the I-605, is not a desired location for hotels. The market opportunity of a hotel development targeting leisure or business travel is weak in the current climate of the San Gabriel Valley. Market conditions have not recovered from the COVID-19 downturn as occupancy and average daily rates are still well below 2019 levels. The

site is not suited for leisure travel, and the surrounding land uses do not support development for business travel hotels as they are all located along the employment corridors of the I-10 and I-210. The immediate surrounding land uses are problematic for attracting hotel and large-scale retail tenants to this location. Large-scale asphalt operators and overhead powerlines are not attractive for potential retail and hotel users. There is also an oversupply of hotels within a 5-mile radius, with three (3) hotels totaling 389 rooms either completed or under construction in Monrovia and Duarte since the 2022 Concord Report. For these reasons, a hotel use was not evaluated further as a viable project alternative.

- **Office.** An all-office space alternative would not be economically viable. According to a recent report regarding the economic viability of office real estate by CBRE Group, Inc., office vacancy rates continue to rise in the Greater Los Angeles area due to companies adopting hybrid-flexible work from home schedules for their employees, low asking-lease rates, and businesses downsizing. Additionally, the Greater Los Angeles office market has posted a negative net absorption for five quarters straight (-3,272,532 square feet), meaning there is a surplus of office space in the Greater Los Angeles area, which means investing in the development of excess office space would not be economically viable. This alternative was, therefore, rejected for further analysis.

B. ALTERNATIVES SELECTED FOR FURTHER ANALYSIS

The following alternatives were determined to represent a reasonable range of alternatives with the potential to feasibly attain most of the basic objectives of the Proposed Project but avoid or substantially lessen any of the significant effects of the project. Table 7-6, *Summary of Proposed Project and Alternatives Impacts,* of the Draft EIR, identifies how each of the alternatives selected for further analysis compare to the Proposed Project. Table 7-7, *Ability of Each Alternative to Meet the Project Objectives,* of the Draft EIR, provides a summary of the ability of the alternatives to achieve the project objectives.

1. No Project/No Development Alternative

As with the proposed project, under this alternative, implementation of the Nu-Way Live Oak Reclamation Operations Plan would be fully implemented. The landfill reclamation is not part of the proposed project. As such the site would be rough graded in accordance with the Operations Plan and any remaining structures would be removed. Existing structures located in the northwest corner of the project site, however, are not within the grading plan approved for the Operations Plan (see Figure 3-5, *Rough Grading Plan and Remedial Grading Over-Excavation*, in the Draft EIR). Under the No Project/No Development plan, these structures would remain. The balance of the site would remain undeveloped and rough graded.

This alternative would result in similar impacts to 5 impact categories, reduce or eliminate impacts to 12 environmental impacts, and increase impacts to 3 categories. Impacts would

be similar for agricultural, biological, and mineral resources; population and housing; and recreation. This alternative would reduce impacts for air quality, cultural resources, energy, geology and soils, greenhouse gases, hazards, land use and planning, noise, public services, tribal cultural resources, utilities, and wildfire. The significant, unavoidable project-related impacts would be eliminated under the No Project alternative. Because the beneficial improvements under the proposed project for aesthetic, hydrology, and transportation would not occur under this alternative, the impacts to these categories would be considered greater than the proposed project. Overall, impacts under this alternative would be decreased in comparison to the proposed project.

The No Project alternative would meet none of the proposed project's objectives.

Finding:

This alternative is rejected because it would not meet any of the objectives of the proposed project and would therefore result in none of the benefits of the proposed project including the economic benefits to the City from developing a new warehouse distribution, logistics, and fulfillment center. This alternative would also increase impacts to aesthetics, hydrology and water quality, and transportation since no site improvements would be implemented. As a result, specific economic, legal, social, technological, or other considerations, including provision of employment and residential opportunities, make infeasible this project alternative for the reasons identified in the EIR. Since the site would remain vacant, the site would not provide employment or residential opportunities and would not provide revenues to support infrastructure improvements.

2. Existing General Plan Alternative

Under this alternative, the site would be developed consistent with the existing land use designation, Regional Commercial (RC). The RC land use designation encourages a mix of commercial, office professional, and light manufacturing uses along a number of high-visibility traffic corridors. Given that commercial retail and office uses have been determined not to be economically viable for this site, this alternative has been defined to focus on light manufacturing with very minimal retail square footage. The site is zoned M-2 (Heavy Manufacturing) for which the zoning ordinance describes a variety of over 100 different allowed manufacturing-type uses. The RC designation defines a floor area ratio of 2.0 to 1.0. The current zone does not have a maximum building height. The market analysis for the project site concludes that the site could support the development of smaller format, convenience retail centers serving the local workforce and drive-by traffic along I-605. Specifically, this alternative includes a total of 10,000 square feet to support a fast-food restaurant, gas station, and convenience mart, as described in the TCG report. Since a new Specific Plan use would require a General Plan Amendment, this alternative only includes one option and assumes a Floor Area Ratio (FAR) of 2.0 for the manufacturing use on approximately 49 acres resulting in (approximately 4.3 million square feet [SF] along with the 10,000 SF of retail use.

This alternative would only reduce impacts to one category in comparison to the proposed project: land use and planning. This is because the project would be consistent with the existing General Plan land use designation and would not require a General Plan amendment. This alternative would result in similar impacts to ten (10) impact categories and increased impacts to nine (9) categories. Impacts would be similar for agricultural, biological, and cultural resources; hazards; hydrology; minerals; recreation; transportation; tribal cultural resources; and wildfire. This alternative would increase impacts to aesthetics, air quality, energy, geology, greenhouse gases, noise, population and housing, public services, and utilities. As with the proposed project, impacts to air quality and greenhouse gas emissions would remain significant and unavoidable. Overall, impacts under this alternative would be increased in comparison to the proposed project.

The Existing General Plan alternative would achieve two (2) of the project objectives. It is assumed that with compliance of existing regulations and City and other agency requirements and permitting reviews, that this alternative would ensure adequately designed infrastructure and circulation systems (Objectives Nos. 3 and 4). Although this alternative could provide state-of-the-art buildings that accommodate various industrial and manufacturing uses, the existing General Plan would not allow warehousing distribution and logistics uses at this project site (Objective No. 2). Similarly, it would not permit a battery energy storage system as stipulated in Objective No. 1. And finally, although this alternative would comply with existing City land use, zoning and design guidelines, it would not provide project-specific detailed guidelines and standards for architecture, landscaping, walls, fencing, lighting, and entry treatments that are required in a specific plan (Objective No. 5).

Finding:

This alternative is rejected because it would not reduce impacts when compared to the proposed project with the exception of land use and planning since no General Plan Amendment and rezone would be required. Additionally, it would only meet two project objectives. Therefore, this alternative would not result in most of the benefits of the proposed project including the development of a warehousing and logistics center and/or a BESS and detailed design guidelines and development standards. As a result, specific economic, legal, social, technological, or other considerations, including provision of employment and residential opportunities, make infeasible this project alternative for the reasons identified in the EIR.

3. Reduced Intensity Alternative

This alternative includes the same land uses as the proposed project but assumes that the warehousing square footage is reduced sufficiently to eliminate the significant greenhouse gas emissions impact of the proposed project. It would accommodate up to 116,018 SF of warehousing plus 5,225 SF of office space (approximately 12 percent of the proposed project SF) and could be designed with a BESS use (which is assumed to be the same acreage as the proposed project) as a second option. The warehousing

square footage for the BESS option is reduced the same proportion as the Option 1 reduction (12 percent of the warehousing SF for proposed project Option 2).

This alternative would reduce impacts to nine (9) environmental impacts, result in similar impacts to nine (9) categories, and increase two (2) impacts. It would reduce impacts to air quality, cultural resources, greenhouse gas emissions, hazards, noise, public services, tribal cultural resources, and utilities. This alternative would eliminate the significant, unavoidable impact to greenhouses gases. Impacts would be similar for agricultural resources, biological resources, geology, hydrology, minerals, population and housing, recreation, transportation, and wildfire. Impacts to aesthetics and land use and planning would be greater than the proposed project. As with the proposed project, impacts to air quality would remain significant and unavoidable. Overall, impacts under this alternative would be reduced in comparison to the proposed project.

The Reduced Intensity alternative would represent a similar project as the proposed project, but with a substantial reduction in building square footage. It would offer an Option 1 scenario as well as an Option 2 scenario that could accommodate a battery energy storage system (BESS) identical to the proposed project's BESS (Objectives Nos. 1 and 2). The land uses (both warehousing and the BESS) would require a General Plan amendment, and it is assumed that a Specific Plan would be prepared. Along with City and service providers' requirements and review, the Specific Plan would ensure that infrastructure plans (water, sewer, and drainage) are adequately designed (Objective No. 3). Similarly, the Specific Plan and City/agency reviews would ensure that circulation improvements minimize potential adverse impacts in the project area (Objective No. 4). Finally, a Specific Plan would provide detailed guidelines and standards for architecture, landscaping, walls, fencing, lighting, and entry treatments that are required in a Specific Plan (Objective No. 5). Although the Reduced Intensity Alternative has the potential to meet each of the project objectives, the success of achieving these objectives would be dependent upon the economic viability of the land uses defined. There is no certainty that the limited use required to avoid a significant greenhouse gas impact would be sufficient to finance the required infrastructure and amenities outlined in a Specific Plan. Moreover, with such a limited warehousing use within the large site (52 acres under Option 1 and 37 acres under Option 2), much of the site would be vacant.

Finding:

This alternative is rejected because it would not avoid significant impacts to air quality and would increase impacts to aesthetics and land use and planning. While this alternative would meet the objectives of the proposed project, a large portion of the project site would remain vacant and the limited scale of the development could decrease the economic viability of this alternative to the extent that the improvements defined in the Specific Plan would no longer be feasible to finance. As a result, specific economic, legal, social, technological, or other considerations, including provision of higher-paying employment opportunities, make infeasible this project alternative for the reasons identified in the EIR.

4. Truck Trailer Storage Alternative

This alternative was previously considered by the project applicant. A conceptual site plan is shown as Figure 7-1, *Truck Trailer Parking Project Alternative,* in the Draft EIR. The plan included a total of 2,062 tractor trailer parking stalls and a 40,726 SF building accommodating warehousing and office space. This alternative was considered for the entire site, and an Option 2 has not been evaluated.

This alternative would reduce impacts to seven (7) environmental impacts, have similar impacts to eleven (11) categories, and increase two (2) impacts in comparison to the proposed project. It would reduce impacts to air quality, energy, geology, greenhouse gas emissions, hazards, public services, and utilities. Impacts would be similar for agricultural, biological and cultural resources; hydrology, mineral resources, noise, population and housing, recreation, transportation, tribal cultural resources, and wildfire. It would increase impacts to aesthetics and land use and planning. As with the proposed project, impacts to air quality and greenhouse gas emissions would remain significant and unavoidable. Overall, impacts under this alternative would be reduced in comparison to the proposed project.

The Truck Trailer Storage alternative would substantially reduce the overall building square footage, but would develop most of the site, much like the proposed project. This alternative would only meet two (2) out of the five (5) project objectives. Specifically, this alternative would only meet Objective Nos. 3 and 4. It would ensure that infrastructure plans for water, sewer, and drainage are adequately designed for the project area and would provide a circulation system that meets transportation requirements and minimizes potential adverse impacts. Since it is unlikely that a Specific Plan would be prepared for this use, it would not provide guidelines and standards for architecture, landscaping, walls, fencing, lighting, and entry treatments that are compatible with the design and architecture of the surrounding uses (Objective No. 5). A comprehensive master plan for the re-use of a reclaimed sand and gravel quarry including the development of a utility scale battery energy storage would not be a part of this alternative (Objective No. 1). Lastly, as the warehousing square footage is limited to one 40,726 SF building (which includes 4,000 SF office), it would not provide state-of-the-art buildings that can accommodate various industrial and manufacturing uses, including warehouse distribution, logistics, and fulfillment centers with proximate access to Interstate 605 on- and off-ramps (Objective No. 2).

Finding:

This alternative is rejected because it would not reduce significant and unavoidable impacts to air quality and greenhouse gases and would increase impacts to aesthetics and land use and planning. Furthermore, this alternative would only meet two (2) out of the five (5) project objectives, therefore lacking a Specific Plan with guidelines and standards to develop the site, an option for BESS development, and the development of state-of-the-art buildings for industrial and manufacturing uses. As a result, specific

economic, legal, social, technological, or other considerations, including provision of employment opportunities, make infeasible this project alternative for the reasons identified in the EIR.

C. ENVIRONMENTALLY SUPERIOR ALTERNATIVE

CEQA requires a lead agency to identify the "environmentally superior alternative," and in cases where the "No Project" Alternative is environmentally superior to the proposed project, the environmentally superior development alternative must be identified. In this case, the No Project alternative would be considered the environmentally superior alternative. As summarized in Table 7-6, *Summary of Project and Alternative Impacts*, in the Draft EIR, the No Project alternative would reduce 12 impacts and eliminate both of the significant, unavoidable impacts of the proposed project (air quality and greenhouse gases). The Reduced Intensity alternative is identified as "environmentally superior" to the proposed project. This alternative reduces nine (9) of the impacts of the proposed project and only increases two (2) impacts (aesthetics and land use and planning). It eliminates the significant greenhouse gas impact of the proposed project.

VII. STATEMENT OF OVERRIDING CONSIDERATIONS

A. INTRODUCTION

The City of Irwindale is the Lead Agency under CEQA for preparation, review and certification of the EIR for the proposed project. As the Lead Agency, the City is also responsible for determining the potential environmental impacts of the proposed action and which of those impacts are significant, and which can be mitigated through imposition of mitigation measures to avoid or minimize those impacts to a level of less than significant. CEQA then requires the Lead Agency to balance the benefits of a proposed action against its significant unavoidable adverse environmental impacts in determining whether or not to approve the proposed project. In making this determination the City is guided by CEQA Guidelines Section 15093, Statement of Overriding Considerations, which states:

> a. CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."
>
> b. When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.
>
> c. If an agency makes a Statement of Overriding Considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

In addition, Public Resources Code Section 21081(b) requires that where a public agency finds that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in an EIR and thereby leave significant unavoidable effects, the public agency must also find that overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects of the project.

Pursuant to Public Resources Code Section 21081(b) and the State CEQA Guidelines Section 15093, the City has balanced the benefits of the proposed project against the unavoidable adverse impacts associated with the project and has adopted all feasible mitigation measures with respect to these impacts. The City also has examined alternatives to the proposed project, none of which both meets the project objectives and is environmentally preferable to the proposed project, for the reasons discussed in the Findings and Facts in Support of Findings.

The City of Irwindale, as the Lead Agency for this project, and having reviewed the EIR for the proposed project, and reviewed all written materials within the City's public record and heard all oral testimony presented at public hearings, adopts this Statement of Overriding Considerations, which has balanced the benefits of the project against its significant unavoidable adverse environmental impacts in reaching its decision to approve the project.

B. PROJECT BENEFITS IN SUPPORT OF THE STATEMENT OF OVERRIDING CONSIDERATIONS

The City, after balancing the specific economic, legal, social, technological, and other benefits of the project, has determined that the unavoidable adverse environmental impacts identified above may be considered acceptable due to the following specific considerations, which outweigh the unavoidable, adverse environmental impacts of the project, and each of which, standing alone, is sufficient to support approval of the project, in accordance with CEQA Section 21081(b) and CEQA Guidelines Section 15093. The specific economic, legal, social, technological, or other benefits of the project are as follows:

1. **Implements the Objectives Established for the Proposed Project**

   The proposed project is a Specific Plan that provides guidelines and standards for the development of the project site as an industrial and manufacturing hub, including plans that specifically address utility infrastructure requirements and circulation within and around the site. The Specific Plan also addresses the re-use of the project site for both the industrial/manufacturing uses in addition to BESS. Therefore, the proposed project would implement each objectives of the proposed project, as listed in Section II.D, *Statement of Project Objectives*.

2. **Develops a Currently Under-Utilized Brownfield Site**

   The project site has formerly hosted a quarry, the Nu-Way Live Oak Inert Landfill, and a street-sweeping business, but since the closing of operations for each of these uses, undergone remedial grading and largely remained vacant. The proposed Specific Plan envisions the long-term development of the project site as hub for industrial businesses to thrive and encourage further economic investment in the City of Irwindale. The proposed uses would maximize the location the project site which is

proximate to the on- and off-ramps of Interstate 605, thereby allowing easy access for heavy-duty trucks to a major transport route, by-passing local streets. The contemporary design for the industrial and business park uses would also enhance the visual quality of the currently vacant site. Due to the former and surrounding uses of the site, its development with industrial, manufacturing, and potentially BESS uses are consistent with other land uses and the visual character of the area. This would also assist the City in the concentrating non-residential uses away from residential uses in the City. These two (2) land uses can often be incompatible due to the operational characteristics of non-residential uses, which by their nature, can result in traffic congestion, air emissions, and industrial light and noise. Overall, the Specific Plan provides an opportunity to develop an underutilized site with uses that are both are appropriate for the site and that would increase the economic output of the City.

3. **Provides Consistency with the General Plan**

   As described in Section 3.1 of the Specific Plan, the proposed project provides a framework for the development of the project site that is consistent with the City's General Plan goals. For example, the Specific Plan serves as a plan to transition a former quarry site into a productive and beneficial use for the City, consistent with Policy CDE 2 in the Community Development Element. The Specific Plan would also implement a comprehensive plan for the site that is consistent with its designation, per Policies CDE 3 and 5. The Specific Plan also provides high quality design, a plan for property maintenance, and entry treatments, consistent with Policies CDE 12, 14, and 15, respectively. The Specific Plan also outlines its consistency with Policies in the Infrastructure Element, Resource Management Element, and Public Safety Element.

4. **Creates Jobs, Provides Economic Benefits, and Meets Demands for Industrial Space**

   The Specific Plan allows for up to 997,796 square feet of industrial and business park uses on a former quarry site. Revenue benefits to the City of Irwindale may include but not be limited to increased property tax revenue and point-of-sale tax revenue. In addition, the Specific Plan will allow for development of uses leading to creation of jobs that can be filled by residents of the City and surrounding communities. The analysis in the Draft EIR assumes that up to 580 long-term new jobs would be created by the proposed project.

   The proposed project would provide much-needed flexible industrial space to fulfill the needs of the growing industrial sector. The greater Southern California region is expected to continue to see strong demand for industrial facilities driven by the needs of retail and e-commerce users for facilities with modern amenities to maximize distribution efficiency, as well by as the scarcity of available facilities and land to develop such facilities in the more expensive and constrained Los Angeles, Orange County, San Bernardino and Riverside area industrial markets. Both options under the Specific Plan envision industrial/manufacturing uses, with the design focusing on the

expectation that some of the proposed space would be used for warehousing, logistics, and fulfillment uses. The Specific Plan would result in the benefit of supporting the goods movement industry in decreasing lead times for delivery of consumer products and increasing the local supply of goods for regional consumers.

5. **Provides Enhanced Utility Infrastructure for the Project Site**

   The proposed project would construct utility improvements throughout the project site to accommodate the proposed development. This includes the construction of water lines that would connect to the existing 12-inch main line on Live Oak Lane, a new 6-inch force main sewer line that would drain south and east on Live Oak Avenue to the existing 10-inch sewer line on Live Oak Avenue and Rivergrade Road, and a new 24-inch gravity storm drain that connects to the existing storm drain on Live Oak Avenue. Dry utilities, including electricity and natural gas service, would also be installed.

6. **Improves the Circulation System of the Project Site and Surrounding Area**

   The proposed circulation system under the proposed project is described in detail within Chapter 3, *Project Description*, of the Draft EIR and in the proposed Specific Plan. In addition to internal drive aisles and a sidewalk network within the project site, the proposed project would include off-site improvements that while also accommodating the uses of the proposed project, would provide benefits to other users of the City's circulation system in the project area. Such improvements include:

   - A 750 feet of a five-foot-wide, meandering public sidewalk and minimum 20-foot-wide landscaped parkway on the north side of the portion of Live Oak Avenue that abuts the project site.
   - Expansion of Live Oak Lane to improve it to the City's standard of 60 feet.
   - Construction of minimum five-foot-wide sidewalks along both sides of Live Oak Lane and ten-foot-wide landscaped setbacks along the portion of Live Oak Lane that abuts the project site.
   - Installation of a new traffic signal at the Live Oak Lane and Live Oak Avenue intersection.
   - Installation of five (5) new public streetlights along the north side of Live Oak Lane abutting the project site and eight (8) new public streetlights along the east side of Live Oak Lane abutting the project site.
   - Construction of a meandering sidewalk and parkway along the south side of Arrow Highway.
   - Modification of the public sidewalk and landscaping along the north side of the portion of Live Oak Avenue that abuts the project site to accommodate

a Class IV trail consistent with the City of Irwindale Active Transportation Plan to create a portion of the connection to the Class IV San Gabriel River Trail.

7. **Improves the Aesthetic Character of the Project Site**

The proposed Specific Plan includes development standards and design guidelines that direct the design of the proposed project within specific parameters. These standards and guidelines include a variety of features that aim to increase the visual appeal of the development. This includes requirements to screen the BESS equipment through walls or landscaping when in proximity to the surrounding streets and using screening materials compatible with the design and architecture of the building. The Specific Plan encourages diverse building designs while promoting consistency among all buildings to maintain visual cohesiveness. It also has standards for the design of building façades that face view corridors of the surrounding streets that would offer an inviting design to passing pedestrians and motorists. The project site would also be fully landscaped as shown in Figures 3-12, *Preliminary Landscape Plan for Option 1*, and 3-13, *Preliminary Landscape Plan for Option 2*, of the Draft EIR. The proposed project's landscaping and green-space plan is thus focused on ornamental landscaping. Entry treatments at the project site's prominent intersections would include monument signage, water features, flowering accent and palm trees, groundcover, and shrub masses.

C. CONCLUSION

The City Council of Irwindale has balanced the project's benefits against the significant unavoidable impacts. The City Council finds that the proposed project's benefits, outweigh the proposed project's significant unavoidable impacts, and these impacts, therefore, are considered acceptable in the light of the proposed project's benefits. The City Council finds that each of the benefits described above is an overriding consideration, independent of the other benefits, that warrants approval of the proposed project notwithstanding the proposed project's significant unavoidable impacts.

EXHIBIT “C”

MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

https://www.irwindaleca.gov/DocumentCenter/View/9605

October 2024 | Mitigation Monitoring and Reporting Program
State Clearinghouse No. 2023020290

IRWINDALE GATEWAY SPECIFIC PLAN MITIGATION MONITORING AND REPORTING PROGRAM

City of Irwindale

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PLACEWORKS

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1. Introduction

1.1 PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) has been developed to provide a vehicle by which to monitor mitigation measures and conditions of approval outlined in the Irwindale Gateway Specific Plan Draft Environmental Impact Report (Draft EIR), State Clearinghouse No. 2023020290. The MMRP has been prepared in conformance with Section 21081.6 of the Public Resources Code and City of Irwindale Monitoring Requirements. Section 21081.6 states:

> (a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:
>
> (1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.
>
> (2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

The State CEQA Guidelines Section 15097 provides clarification of mitigation monitoring and reporting requirements and guidance to local lead agencies on implementing strategies. The reporting or monitoring program must be designed to ensure compliance during project implementation. The City of Irwindale is the lead agency for the proposed project and is therefore responsible for implementing the MMRP. The MMRP has been drafted to meet the requirements of Public Resources Code Section 21081.6 as a fully enforceable monitoring program.

The MMRP consists of the mitigation program and the measures to implement and monitor the mitigation program. The MMRP defines the following for the mitigation measure outlined in Table 1, *Mitigation Monitoring Requirements*:

- **Definition of Mitigation.** The mitigation measure contains the criteria for mitigation, either in the form of adherence to certain adopted regulations or identification of the steps to be taken in mitigation.

- **Responsible Party or Designated Representative.** Unless otherwise indicated, the project applicant is the responsible party for implementing the mitigation, and the City of Irwindale or a designated representative is responsible for monitoring the performance and implementation of the mitigation measures. To guarantee that the mitigation measure will not be inadvertently overlooked, a supervising public official acting as the Designated Representative is the official who grants the permit or authorization called for in the performance. Where more than one official is identified, permits or authorization from all officials shall be required.

- **Time Frame.** In each case, a time frame is provided for performance of the mitigation measure or review of evidence that mitigation has taken place. The performance points selected are designed to ensure that impact-related components of project implementation do not proceed without establishing that the mitigation is implemented or ensured. All activities are subject to the approval of all required permits from local, state, and federal agencies with permitting authority over the specific activity.

The numbering system in Table 1 corresponds with the numbering system used in the Draft EIR. The last column of the MMRP table will be used by the parties responsible for documenting when implementation of the mitigation measure has been completed. The ongoing documentation and monitoring of mitigation compliance will be completed by the City of Irwindale. The completed MMRP and supplemental documents will be kept on file at the City of Irwindale Community Development Department.

1.2 PROJECT LOCATION

The Irwindale Gateway Specific Plan (Specific Plan) site is at 13620 Live Oak Lane in the central portion of the City of Irwindale in Los Angeles County. The project site is bordered by Interstate 605 (I-605) to the west, Live Oak Lane to the north and east, and Live Oak Avenue to the south. The Assessor's Parcel Numbers (APNs) for the project site are 8532-002-046 and 8532-002-047. There is also a 9.61-acre Southern California Edison (SCE) easement on the project site. The project site encompasses a former sand and gravel quarry, the NuWay Live Oak Inert Landfill (NuWay Landfill), and a former street-cleaning business. A majority of the project site is currently undergoing an active reclamation. The Nu-Way Live Oak Reclamation Operations Plan was approved by the Regional Water Quality Control Board in 2022 and is to be completed prior to implementation of the Specific Plan. The rough graded site per the Operations Plan serves as the baseline conditions for implementation of the Specific Plan.

The site does not include the industrial uses (APNs 8532-002-036, 8532-002-040, and 8532-002-043) that are between the northeast part of the project site and Live Oak Lane, nor does the site boundary include the parcel owned by the Valley County Water District (APN 8532-002-904) at the southeastern corner of the project site.

1.3 PROJECT SUMMARY

The Specific Plan outlines two options for the development of the project site. A land use comparison is shown in Table 1-1, *Proposed Land Use, Option 1 and Option 2*. One of these two options would be the end use for the project site after reclaiming the property. The project would also include the dedication of Live Oak Lane along the proposed project's frontage to improve the street to the City's standard of 60 feet; installation of a new

traffic signal at the Live Oak Lane/Live Oak Avenue intersection; 2,100 feet of new public water main; and 750 feet of new public sidewalk.

Table 1-1 Proposed Land Use, Option 1 and Option 2

Development Option	Land Use	Acres	Permitted Building/Structure Use	Square Feet/Other Details
Option 1	Industrial/Business Park	52.65 ac	General light industrial, manufacturing, warehouse/distribution, e-commerce fulfillment center	• Up to 1,000,000 sf of building space • Conceptual plan: 954,796 sf of warehouse space and 43,000 sf of office space
Option 2	Industrial/Business Park	36.71 ac	General light industrial, manufacturing, warehouse/distribution, e-commerce fulfillment center	• Up to 705,000 sf of building space • Conceptual plan: 668,070 sf of warehouse space and 36,000 sf of office space
	Battery Energy Storage System (BESS)	15.94 ac	Electric energy storage, transmission, and AC/DC and voltage conversion	• Battery/Inverter/medium voltage transformer array area: Appx. 353,000 sf • Roads and parking: Appx. 91,000 sf • Collector Substation: Appx. 87,000 sf • Aux. Transformer Pads: Appx. 2,000 sf

1.3.1 Option 1

Option 1 would include a 52.65-acre parcel developed as an industrial logistics and distribution center with three buildings and associated parking and loading docks. The remaining 13.99 acres of the site would be used for public rights-of-way and the SCE easement that runs from north to south along the western portion of the site. The three buildings would allow a maximum of 997,796 square feet of building space—954,796 square feet of warehouse space and 43,000 square feet of office space (see Table 1-2, *Building Square Footage, Option 1*). Trailer, truck, and/or car parking would be included throughout the project site.

Table 1-2 Building Square Footage, Option 1

	Building Square Feet		
Buildings	Warehouse	Office	Total
Building 1	222,910	10,000	232,910
Building 2	660,776	30,000	690,776
Building 3	71,110	3,000	74,110
Total	**954,796**	**43,000**	**997,796**

Option 2

Option 2 would include a 36.71-acre parcel developed as an industrial logistics and distribution center with two warehousing/office buildings and a 15.94-acre parcel for the 400-megawatt BESS (electric energy storage, transmission and AC/DC and voltage conversion). The two buildings would allow a maximum of 704,070 square feet—668,070 square feet of warehouse space and 36,000 square feet of office space (see Table 1-3, *Building Square Footage, Option 2*). The preliminary design for the BESS has 353,000 square feet of battery arrays, within which battery enclosures, inverter enclosures, and medium voltage transformers would be arranged. The BESS would be served by an undergrounded electrical tie-line unless applicable agencies (Southern California Edison or California Independent System Operator (CALISO)) require an overhead line. If required, an overhead electric tie-line consisting of three 220-kilovolt conductor cables below an optical ground wire that serves dual purposes of grounding and fiber optic communications. An overhead line would be subject to a Zone Variance application per IMC Chapter 17.32.

Table 1-3 Building Square Footage, Option 2

Buildings	Building Square Feet		
	Warehouse	Office	Total
Building 1	599,960	30,000	626,960
Building 2	71,110	6,000	77,110
Total	668,070	36,000	704,070

2. Mitigation Monitoring and Reporting Requirements

Project-specific mitigation measures have been categorized in matrix format, as shown in Table 1. The matrix identifies the environmental factor, specific mitigation measures, schedule, and responsible monitor. The mitigation matrix will serve as the basis for scheduling the implementation of, and compliance with, all mitigation measures.

2. Mitigation Monitoring and Reporting Requirements

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Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
AIR QUALITY					
AQ-1	The construction contractor shall specify in the construction bid that the construction contractor(s) shall only use interior and exterior paints with a low VOC (volatile organic compound) content with a maximum concentration of 0 grams per liter (g/L) for building architectural coating during construction and for future coating to reduce VOC emissions. All building and site plans shall note use of paints with a maximum VOC concentration of 0 g/L. Prior to construction, the construction contractor(s) shall ensure that all construction plans submitted to the City of Irwindale Building and Safety Department and the Community Development Department clearly show this requirement.	Future Project Applicants, Construction Contractor	Prior to construction	City of Irwindale Building and Safety Department City of Irwindale Community Development Department	
AQ-2	Prior to future discretionary approval, if it is determined that a project has the potential to emit nuisance odors beyond the property line, an odor management plan shall be prepared by the project applicant, subject to review and approval by the City of Irwindale Community Development Department. Facilities that have the potential to generate nuisance odors include but are not limited to: • Wastewater treatment plants • Composting, green waste, or recycling facilities • Fiberglass manufacturing facilities • Painting/coating operations • Large-capacity coffee roasters • Food-processing facilities The odor management plan shall show compliance with the South Coast Air Quality Management District's Rule 402 for nuisance odors. The odor management plan shall identify the best available control technologies for toxics (T-BACTs) that will be utilized to reduce potential odors to acceptable levels,	Future Project Applicants	Prior to issuance of an Occupancy Permit for a new tenant/business entity	City of Irwindale Community Development Department City of Irwindale Code Enforcement Division	

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	including appropriate enforcement mechanisms. T-BACTs may include, but are not limited to scrubbers (i.e., air pollution control devices) at the industrial facility. T-BACTs identified in the odor management plan shall be identified as mitigation measures in the environmental document and/or incorporated into the site plan.				
CULTURAL RESOURCES					
CUL-1	Prior to the issuance of any permits allowing ground-disturbing activities, the project proponent/operator shall retain a Qualified Archaeologist, defined as an archaeologist meeting the Secretary of the Interior's Standards for professional archaeology (U.S. Department of the Interior, 2011), to carry out all mitigation measures related to archaeological resources. The contact information for this Qualified Archaeologist shall be provided to the City of Irwindale Planning Department prior to the commencement of any construction activities on-site.	Future Project Applicant's Qualified Archaeologist	Prior to grading permits	City of Irwindale Community Development Department	
CUL-2	In the event that unanticipated cultural resources are encountered during any phase of project construction, all construction work within 50 feet of the find shall cease, and the Qualified Archaeologist and designated Native American representative, as defined in Mitigation Measure TCR-2, shall assess the find for importance. Construction activities may continue in other areas. If the discovery is determined to not be significant by the Qualified Archaeologist and designated Native American representative, work will be permitted to continue in the area. If a find is determined to be important by the Qualified Archaeologist and designated Native American representative, he or she shall immediately notify the City. The City shall consult on a finding of eligibility and implement appropriate treatment measures if the find is determined to be eligible for inclusion in the California Register of Historical	Future Project Applicant's Qualified Archaeologist/Native American Representative	During construction	City of Irwindale Community Development Department	

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	Resources (CRHR). Work may not resume within the no-work radius until the lead agency, through consultation as appropriate, determines that the site either: (1) is not eligible for the CRHR; or (2) treatment measures have been completed to its satisfaction.				
GREENHOUSE GAS EMISSIONS					
GHG-1	Prior to the issuance of building permits, the Project Applicant shall provide documentation to the City demonstrating that the project shall install measures listed below. Implementation of these measures shall be verified by the City prior to the issuance of final Certificate of Occupancy. • All-electric energy systems. • Enhanced window insulation (0.4 U-factor, 0.32 SHGC). • Duct insulation (R-6). • High efficiency HVAC (EER 15/80 percent AFUE or 8 HSPF). • Weather-based irrigation control systems combined with drip irrigation. • Low flow toilets, urinals, and bathroom faucets to reduce water usage.	Future Project Applicants	Prior to the issuance of building permits (documentation provisions) and prior to final Certificate of Occupancy (verification)	City of Irwindale Building and Safety Department City of Irwindale Community Development Department	
GHG-2	Prior to issuance of an Occupancy Permit for a new tenant/business entity, the new tenant/business entity shall provide documentation to the City demonstrating enrollment in a 100 percent carbon-free electricity energy plan such as Southern California Edison's Green Rate program. If a 100 percent carbon-free electricity plan is not available, the responsible party shall enroll in an energy plan with the next highest carbon-free electricity until a 100 percent carbon-free electricity energy plan becomes available. Measures to achieve 100 percent carbon-free electricity use for the	Tenants/Business Entities	Prior to issuance of an Occupancy Permit	City of Irwindale Building and Safety Department	

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	proposed project's building may include but are not limited to 100 percent renewable electricity. If such caron-free electricity energy plans are waitlisted, the responsible party shall sign up on the waiting list until such time a plan is available.				
GHG-3	Prior to issuance of an Occupancy Permit for a new tenant/business entity, the project developer/facility owner and tenant/business entity shall provide to the City of Irwindale Community Development Department a signed document (verification document) noting that the project development/facility owner has disclosed to the tenant/business entity the requirement to implement the following measures. With the exception of the landscape equipment requirement (4th bullet), this measure shall not apply to the BESS: • A solar photovoltaic (PV) system associated with proposed project buildings. The PV system shall be designed to comply with Section 140.10, *Prescriptive Requirements for Photovoltaic and Battery Storage Systems*, of the 2022 Building Energy Efficiency Standards. For purposes of this mitigation measure, battery storage modules are not considered buildings. • High-efficiency lights (>50 percent of fixtures) to reduce energy usage. • All major end-user appliances (e.g., dishwashers and refrigerators) installed are Energy Star certified or of equivalent energy efficiency where applicable. • All landscape equipment (e.g., leaf blower) used for property management shall be electric powered only. The property manager/facility owner shall provide documentation (e.g., purchase, rental, and/or services agreement) to the Planning Department to verify, to the City's satisfaction, that	Project Developer/Facility Owners & Tenant/Business Entities	Prior to issuance of an Occupancy Permit for a new tenant/business entity	City of Irwindale Building and Safety Department City of Irwindale Community Development Department	

Table 2-1 Mitigation Monitoring and Reporting Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
all landscaping equipment utilized will be electric powered, as allowed. • Truck check-in points shall be inside the project site to ensure no trucks are queuing on local roadway(s). • All on-site outdoor cargo-handling equipment (including yard trucks, hostlers, yard goats, pallet jacks, forklifts, generators, pumps, and other on-site equipment) shall be electric or non-diesel fueled. All on-site indoor forklifts shall be powered by electricity. • All truck/dock bays that serve cold storage facilities within the proposed buildings shall be electrified to facilitate plug-in capabilities and support use of electric standby and/or hybrid electric transport refrigeration units. • Prior to the issuance of a building permit, the site plan shall include the minimum number of automobile electric vehicle charging stations in accordance with the requirements of the Tier 2 Nonresidential Voluntary Measures of CALGreen Section A5.106.5.3, Electric vehicle (EV) charging. required by the California Code of Regulations Title 24. In addition, the project developer/facility owner has provided the following: • Occupants/tenants shall be provided documentation on the United States Environmental Protection Agency's SmartWay program. • Occupants/tenants shall be provided documentation on funding opportunities, such as the Carl Moyer Program, that provide incentives for using cleaner-than—required engines and equipment. This verification document shall be signed by authorized agents for the project developer/facility owner and tenant/business entities. In addition, if applicable, the tenant/business entity shall provide documentation (e.g.,				

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	purchase or rental agreement) to the City of Irwindale Community Development Department to verify, to the City's satisfaction, compliance with these measures.				
GHG-4	Prior to the issuance of a building permit, the Project Applicant shall provide documentation to the City demonstrating that the project buildings' electrical room is sufficiently sized to hold additional panels that may be needed to supply power for future installation of electric charging systems for electric trucks and power transport refrigeration units (TRUs). Conduit shall be installed from the electrical room to tractor-trailer parking spaces in logical locations on-site to facilitate future electric truck charging. Conduit shall be installed between the electrical room and the loading docks to facilitate the use of electric plug-in TRUs. This mitigation measure shall not apply to the BESS.	Future Project Applicants	Prior to issuance of building permits	City of Irwindale Building and Safety Department	
GHG-5	In accordance with the City of Irwindale's Municipal Code Chapter 17.66, *Trip Reduction and Travel Demand Measures,* the project shall make provision for each of the TDM measures outlined in Subsection 17.66.030(B), *Development Standards* and shall comply with the *Monitoring* requirements in Section 17.66.040. The project applicant shall demonstrate compliance with each measure in a written report submitted to the city prior to the issuance of a building permit and show compliance prior to the issuance of Certificate of Occupancy. The Transportation Demand Management (TDM) Program shall include detailed strategies for reducing the use of single occupant vehicles by employees by increasing carpool/vanpool participation and transit use. Additionally, the TDM program may provide for alternative work or compressed work schedules to reduce the number of days an employee commutes to work. This mitigation measure shall not apply to the BESS.	Project Applicant/Tenant/Business Entities	Prior to issuance of building permits (submit written report) and prior to Certificate of Occupancy (verify compliance)	City of Irwindale Community Development Department City of Irwindale Public Works/Engineering Department	

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
GHG-6	Prior to the issuance of a building permit, the site plan shall include surface parking lots to provide parking for low-emitting, fuel-efficient, and carpool/van vehicles associated with trips to the proposed project's buildings. At minimum, the number of preferential parking spaces shall equal to the Tier 2 Nonresidential Voluntary Measures of CALGreen Section A5.106.5.1.2. In addition, the site plan shall also include automobile electric vehicle charging stations equal to the Tier 2 Nonresidential Voluntary Measures of CALGreen. This measure shall not apply to the BESS.	Future Project Applicants	Prior to issuance of building permits	City of Irwindale Building and Safety Department	
GHG-7	Prior to issuance of an Occupancy Permit, a new tenant/business entity shall place legible, durable, weather-proof signs at truck access gates, loading docks, and truck parking areas that identify applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum, each sign shall include: 1) instructions for truck drivers to shut off engines when not in use; 2) instructions for drivers of diesel trucks to restrict idling to no more than three minutes once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged; and 3) directional text on the sign shall read "To Truck Route" with a directional arrow, and 4) telephone numbers of the building facilities manager and CARB to report violations. The City shall conduct a site inspection to ensure that the signs are in place. This measure shall not apply to the BESS.	Tenant/Business Entities	Prior to issuance of Occupancy Permits	City of Irwindale Community Development Department	
TRANSPORTATION					
T-1	The Applicant shall coordinate with Foothill Transit and the City of Irwindale to install a bus stop at Live Oak Avenue and Live Oak Lane for the Foothill Transit Line 492. The design and installation of the bus stop shall be coordinated with Foothill Transit and shall be paid for by the project applicant. The bus stop shall be constructed prior to the issuance of a	Future Project Applicants	Prior to issuance of Certificate of Occupancy for the first development at the project site	City of Irwindale Public Works/Engineering Department	

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	Certificate of Occupancy for the first development project on the project site.				
T-2	The Applicant shall modify the public sidewalk and landscaping along the north side of the portion of Live Oak Avenue that abuts the project site to include accommodation of a Class IV trail consistent with the City of Irwindale Active Transportation Plan to create a portion of the connection to the San Gabriel River Trail. Prior to the issuance of grading plans, the Applicant shall submit the required improvement plans for the Class IV trail to the City of Irwindale's Public Works Department for review and approval.	Future Project Applicants	Prior to the Issuance of grading permits	City of Irwindale Community Development Department City of Irwindale Public Works/Engineering Department	
TRIBAL CULTURAL RESOURCES					
TCR-1	The project applicant shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any ground-disturbing activity for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). Ground-disturbing activity shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. The monitor shall complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-	Future Project Applicants/Native American Monitor	Prior to ground-disturbing activities/during construction	City of Irwindale Building and Safety Department City of Irwindale Community Development Department	

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered Tribal Cultural Resources (TCRs), including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs shall be provided to the project applicant/lead agency upon written request to the Tribe. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.				
TCR-2	Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh shall recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.	Future Project Applicants, Construction Contractors, & Kizh monitor and/or Kizh archaeologist.	During construction upon discovery of TCRs	City of Irwindale Building and Safety Department City of Irwindale Community Development Department	

2. Mitigation Monitoring and Reporting Requirements

Table 2-1 Mitigation Monitoring and Reporting Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
TCR-3	Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.	Future Project Applicants	During construction	City of Irwindale Building and Safety Department City of Irwindale Community Development Department	

ATTACHMENT "F"

RESOLUTION NO. 2025-02-3590

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE COMMUNITY DEVELOPMENT ELEMENT AND LAND USE PLAN MAP OF THE CITY'S GENERAL PLAN (GPA NO. 02-2022) FROM REGIONAL COMMERCIAL TO SPECIFIC PLAN FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-047) AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i) Jeff Dritley, on behalf of KP Irwindale Owner, LLC 1875 Century Park East, Suite 380, Los Angeles, CA 90067, the Applicant, has made the following request: 1) General Plan Amendment (GPA) No. 02-2022 to change the Land Use Designation from Regional Commercial to Specific Plan for property located at 13620 Live Oak Lane – APNs: 8532-002-046 and 8532-002-047 ("Property"). (This GPA is being processed concurrently with FEIR State Clearinghouse No. 2023020290, ZOA No. 02-2023, ZC No. 02-2022 and TPM No. 83854); and

(ii) The proposed Irwindale Gateway Specific Plan, provides for the planned use and long-term development of the Property over the next several years; and

(iii) The Planning Commission, in connection with the implementing actions necessary for the adoption of the Specific Plan, has considered proposed General Plan Amendment No. 02-2022, an amendment to the Community Development Element and Land Use Plan Map from Regional Commercial to Irwindale Gateway Specific Plan Land Use Designation; and

(iv) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has prepared an Environmental Impact Report ("EIR"). The EIR was circulated for public review for 45 days from May 13, 2024 through June 27, 2024. A copy of the EIR was circulated through the State Clearinghouse (SCH# 2023020290), posted on the City's website, and was available at the Irwindale Public Library, City Clerk's Office, and Community Development Department. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-; and

(v) The public review period for the Draft EIR ended on June 27, 2024; and

(vi) A Final Environmental Impact Report (SCH# 2023020290) was prepared for the proposed project, including the Draft EIR, comments received on the Draft EIR and responses to those comments, and revisions and corrections to the Draft EIR made in response to comments received; and

(vii) On October 28, 2024, the Irwindale Planning Commission continued the hearing on this item to a date certain (November 26, 2024); and

(viii) The Special Planning Commission meeting of November 26, 2024 was later rescheduled to November 14, 2024, and

(ix) Revised notices of public hearing were published, posted, and mailed in accordance with the laws, including CEQA, Government Code, and policies of the City of Irwindale; and

(x) On November 14, 2024, the Planning Commission conducted a duly noticed Special public hearing on the Irwindale Gateway Specific Plan and corresponding General Plan Amendment No. 02-2022, at which time, the Planning Commission opened the public hearing, took testimony on the Application, at which time they received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, discussed the Proposed Project; and closed the public hearing; and

(xi) On December 16, 2024, notice of a public hearing before the City Council on the proposed project adoption, was given in accordance with applicable law; and

(xii) On January 8, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the proposed Application at which time oral and documentary evidence was introduced along with the written recommendation of the City of Irwindale City Council, received public testimony; and

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

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

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

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to this Application, including written staff reports

and verbal testimony, and evidence in the City's record for the project, this City Council hereby specifically finds as follows:

a. The Property was previously contemplated in the City's General Plan as a landfill in the stage of reclamation. The Nu-Way Live Oak Reclamation Operations Plan is currently active and expected to be completed in approximately 2026. Upon completion of reclamation, the property will be graded to match the adjacent grade. The final reclaimed and rough graded site, consistent with the previous General Plan designation, serves as the baseline for the Irwindale Gateway Specific Plan.

   The proposed change in land use designation from Regional Commercial to Irwindale Gateway Specific Plan is intended to encourage the highest and best use for the subject property to guide the development of a former landfill and sand and gravel quarry into a productive site based on its unique characteristics and will be in the best interests and welfare of the City and its residents. Therefore, the proposed General Plan Amendment is consistent with Section California Government Code Section 65358(a) (Amendments), "If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan."

b. The proposed General Plan Amendment is internally consistent with all other provisions of the General Plan. The Community Development Element of the General Plan promotes several policies that support the adoption of the Specific Plan and associated entitlements. Community Development Element Policy 1 strives to preserve the overall mix of land uses and development in the community. Community Development Element Policy 3 seeks to ensure that the type, location, and intensity of all new development and intensified developments adhere to the requirements specified in its particular land use category. Community Development Element Policy 5 promotes the comprehensive development consistent with the General Plan as opposed to piecemeal and incremental planning. If adopted, the proposed General Plan Amendment would implement the proposed Irwindale Gateway Specific Plan, which implements policies set forth in the General Plan, to provide direction for the long-term development of the Irwindale Gateway Specific Plan, addresses sustainable practices, and promotes compatibility with surrounding areas.

c. The proposed General Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The purpose of the proposed General Plan Amendment is to implement the Specific Plan, which provides a comprehensive framework for the long-term development of the Irwindale Gateway Specific Plan and provides clarity in processes and in the coordination between the Applicant and the City of Irwindale. If adopted, the proposed Specific Plan would define permitted uses, regulate the sizes and locations of buildings, specify design guidelines and

development standards, address mobility and connectivity issues, identify project infrastructure and services, and provide administrative and implementation language for the entire 66.64-acre property.

d. The affected properties are physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. Irwindale Gateway Specific Plan and adjacent environs were studied for physical suitability as part of the preparation for the Specific Plan and associated Final Environmental Impact Report.

3. 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 Council finds that the Environmental Impact Report (EIR) for The Irwindale Gateway Specific Plan (State Clearinghouse (SCH) No. 2023020290), including the Mitigation Monitoring and Reporting Program and Findings of Fact and Statement of Overriding Considerations adequately describes the Project and its potential impacts, as well as the impacts potentially resulting from the approval of the Irwindale Gateway Specific Plan for the purposes of CEQA review, and the proposed General Plan Amendment No. 02-2022 is consistent with the analysis of the Project within the Final Environmental Impact Report, Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations.

4. Based upon the substantial evidence and conclusions set forth herein above and upon other oral evidence presented at the public hearing, and subject to the City Council considering and adopting the FEIR, certified by the City of Irwindale as the Lead Agency, this City Council hereby recommends that the City Council adopt General Plan Amendment No. 02-2022, which amends the Community Development Element and Land Use Plan Map (attached Exhibit “A”) from Regional Commercial to Irwindale Gateway Specific Plan.

BE IT FURTHER RESOLVED THAT a copy of this resolution be transmitted to the City Council and to the Applicant.

The Secretary shall:

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

PASSED, APPROVED AND ADOPTED this 8th day of January 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-01-3589 was adopted at a regular meeting of the Irwindale City Council held on the 8th day of January 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

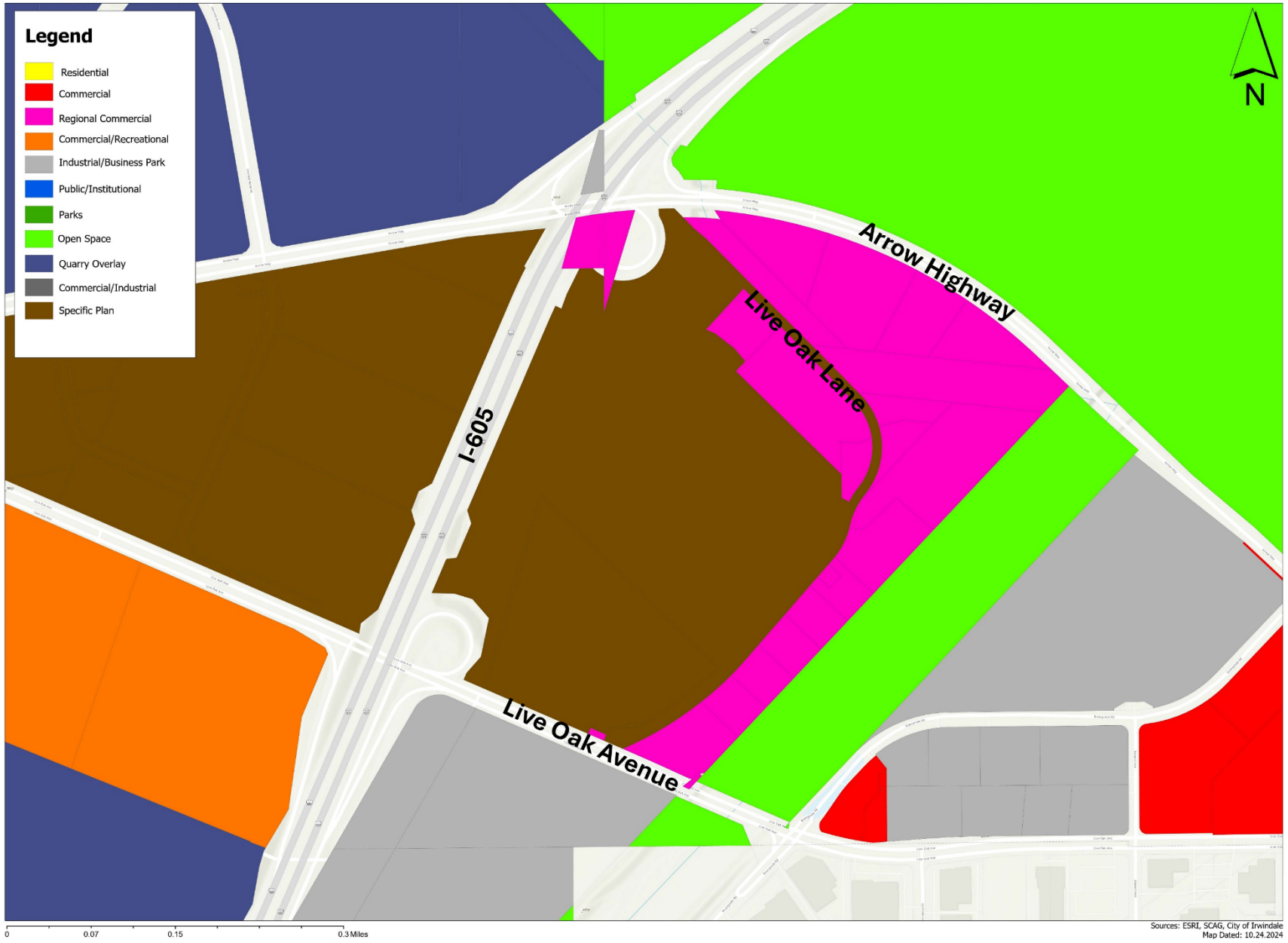
ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit:
A. Proposed General Plan Land Use Map

City of Irwindale - General Plan Map



ATTACHMENT "G"

ORDINANCE NO. 787

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING ZONE ORDINANCE AMENDMENT NO. 02-2023 TO ADD IRWINDALE GATEWAY SPECIFIC PLAN TO TITLE 17 OF THE IRWINDALE MUNICIPAL CODE (IMC), DEFINING PERMITTED USES, REGULATING THE SIZES AND LOCATIONS OF BUILDINGS, SPECIFYING DESIGN GUIDELINES AND DEVELOPMENT STANDARDS, ADDRESSING MOBILITY AND CONNECTIVITY TOPICS, IDENTIFYING PROJECT INFRASTRUCTURE AND SERVICES, AND PROVIDING ADMINISTRATIVE AND IMPLEMENTATION LANGUAGE FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)

WHEREAS, Jeff Dritley, on behalf of KP Irwindale Owner, LLC 1875 Century Park East, Suite 380, Los Angeles, CA 90067, the Applicant, has made the following request: 1) Zone Ordinance Amendment (ZOA) No. 02-2023 to add Irwindale Gateway Specific Plan to Title 17 of the Irwindale Municipal Code for property located at 13620 Live Oak Lane – APNs: 8532-002-046 and 8532-002-047. (This ZOA is being processed concurrently with FEIR State Clearinghouse No. 2023020290, GPA No. 02-2022, ZC No. 02-2022, and TPM No. 83854); and

WHEREAS, Government Code Section 65450 allows for the adoption of a specific plan after the legislative body has adopted a General Plan, and the planning agency may, or if so directed by the legislative body, shall, prepare specific plans for the systematic implementation of the General Plan for all or part of the area covered by the General Plan. A specific plan may be adopted/amended per Government Code Section 65453; and

WHEREAS, the proposed project will allow for the establishment of the Irwindale Gateway Specific Plan. The Specific Plan area within the City is currently located at 1360 Live Oak Lane (APNS: 8532-002-046 and 8532-002-047); and

WHEREAS, an electronic copy of the proposed Specific Plan is available on the City's website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-, printed copies are available at the Irwindale Public Library, City Clerk's Office, and the Community Development Department; and

WHEREAS, the proposed Specific Plan, provides for the planned use and long-term development of the business park and;

WHEREAS, 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 prepared an Environmental Impact Report ("EIR"). The EIR was circulated for public

review for 45 days from May 13, 2024 through June 27, 2024. A copy of the EIR was circulated through the State Clearinghouse (SCH# 2023020290), posted on the City's website, and was available at the Irwindale Public Library, City Clerk's Office, and Community Development Department. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-; and

WHEREAS, the public review period for the Draft EIR ended on June 27, 2024; and

WHEREAS, a Final Environmental Impact Report (SCH# 2023020290) was prepared for the proposed project, including the Draft EIR, comments received on the Draft EIR and responses to those comments, and revisions and corrections to the Draft EIR made in response to comments received; and

WHEREAS, on October 28, 2024, the Irwindale Planning Commission continued its hearing on this item to a date certain (November 26, 2024); and

WHEREAS, the Special Planning Commission meeting of November 26, 2024 was later rescheduled to November 14, 2024, and

WHEREAS, revised notices of public hearing were published, posted, and mailed in accordance with the laws, including CEQA, the Government Code, and policies of the City of Irwindale; and

WHEREAS, on November 14, 2024, the Planning Commission conducted a duly noticed Special public hearing on the Irwindale Gateway Specific Plan and corresponding Zone Ordinance Amendment No. 02-2023, and adopted PC Resolution No. 836(24), recommending that the City Council adopt an ordinance adopting the Irwindale Gateway Specific Plan; and

WHEREAS, notice of a public hearing before the City Council on the proposed Specific Plan adoption, was given in accordance with applicable law; and

WHEREAS, On January 8, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the proposed Application at which time oral and documentary evidence was introduced along with the written recommendation of the City of Irwindale City Council, received public testimony; and

WHEREAS, a copy of the proposed Specific Plan as presented to the City Council is on file with the Community Development Department, City Clerk's Office, and additional printed copies are also posted at the Irwindale Public Library, and an electronic copy is provided on the project's dedicated webpage; and

WHEREAS, the City Council has considered the staff report and all of the information, evidence, and testimony received at the public hearing, including the

recommendation of the Planning Commission; 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. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, all of which shall constitute the entire record of this matter, the City Council hereby finds and determines:

a. The Irwindale Gateway Specific Plan is consistent with the Irwindale General Plan, as amended through General Plan Amendment No. 02-2022. The Property was previously contemplated in the City's General Plan as a landfill in the stage of reclamation. The Nu-Way Live Oak Reclamation Operations Plan is currently active and expected to be completed in approximately 2026. Upon completion of reclamation, the property will be graded to match the adjacent grade. The final reclaimed and rough graded site, consistent with the previous General Plan designation, serves as the baseline for the Irwindale Gateway Specific Plan.

General Plan Amendment No. 02-2022 processed concurrently designates the site as the Irwindale Gateway Specific Plan. The Irwindale Gateway Specific Plan is intended to encourage the highest and best use for the subject property to guide the development of a former landfill and sand and gravel quarry into a productive site based on its unique characteristics and will be in the best interests and welfare of the City and its residents. The Specific Plan is therefore consistent with the City's General Plan Land Use Designations and the Zoning Designation, as amended.

Furthermore, the Community Development Element of the General Plan promotes several policies that support the adoption of the Specific Plan and associated entitlements. Community Development Element Policy 1 strives to preserve the overall mix of land uses and development in the community. Community Development Element Policy 3 seeks to ensure that the type, location, and intensity of all new development and intensified developments adhere to the requirements specified in its particular land use category. Community Development Element Policy 5 promotes the comprehensive development consistent with the General Plan as opposed to piecemeal and incremental planning. The Irwindale Gateway Specific Plan implements policies set forth in the General Plan, to provide direction for the development of the business park over several years, addresses sustainable practices on and off-site, promotes

compatibility with surrounding areas, and provides a unique and flexible policy document that facilitates orderly development of the site.

b. Based on the above findings, the Irwindale Gateway Specific Plan and the City Council's adoption thereof complies with Government Code Section 65450 *et seq*.

SECTION 3. Based upon the substantial evidence and testimony received at the public hearing and the findings and conclusions set forth hereinabove, the City Council hereby accepts the recommendation of the Planning Commission and hereby adopts the Irwindale Gateway Specific Plan, on file with the Community Development Department and as presented to the City Council at the time of the adoption of this Ordinance.

SECTION 4. 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 Council finds that the Environmental Impact Report (EIR) for The Irwindale Gateway Specific Plan (State Clearinghouse (SCH) No. 2023020290), including the Mitigation Monitoring and Reporting Program and Findings of Fact and Statement of Overriding Considerations adequately describes the Project and its potential impacts, as well as the impacts potentially resulting from the approval of the Irwindale Gateway Specific Plan for the purposes of CEQA review, and it is consistent with the analysis of the Project within the City Council certified Final Environmental Impact Report, adopted Mitigation Monitoring and Reporting Program, adopted Findings of Fact, and adopted Statement of Overriding Considerations.

SECTION 5. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction , such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council herby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph , sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared severable.

SECTION 6. This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby authorizes and directs the Mayor and the Chief Deputy City Clerk to execute this Ordinance on behalf of the City of Irwindale forthwith upon its adoption.

SECTION 7. The Chief Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

PASSED, APPROVED AND ADOPTED this 8th day of January 2025.

Larry G. Burrola, 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. 787 was duly introduced at a regular meeting of the Irwindale City Council held on the 8th day of January 2025, and was duly approved and adopted on second reading at its regular meeting held on the 22nd day of January 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT "H"

ORDINANCE NO. 788

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE MODIFYING THE CITY OF IRWINDALE ZONING MAP (ZONE CHANGE NO. 02-2022) FROM M-2 (HEAVY MANUFACTURING) TO IRWINDALE GATEWAY SPECIFIC PLAN FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)

WHEREAS, Jeff Dritley, on behalf of KP Irwindale Owner, LLC 1875 Century Park East, Suite 380, Los Angeles, CA 90067, the Applicant, has made the following request: 1) Zone Change (ZC) No. 02-2022 to change the City of Irwindale Zoning Map from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan for property located at 13620 Live Oak Lane – APNs: 8532-002-046 and 8532-002-047. (This ZC is being processed concurrently with FEIR State Clearinghouse No. 2023020290, GPA No. 02-2022, ZOA No. 02-2023, and TPM No. 83854); and

WHEREAS, Section 17.84.010 of the Irwindale Municipal Code allows for changes to the zoning and the classification of property "whenever the public interest and necessity so require"; and

WHEREAS, the proposed Irwindale Gateway Specific Plan, provides for the planned use and long-term development of the business park for the next several years; and

WHEREAS, the City Council, in connection with the implementing actions necessary for the adoption of the Irwindale Gateway Specific Plan, has considered the proposed Zone Change No. 02-2022, an amendment to the Zoning Code and the Zoning Map designation for two (2) parcels (APNs: 8532-002-046 and 8532-002-047) to the Irwindale Gateway Specific Plan; and

WHEREAS, 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 prepared an Environmental Impact Report ("EIR"). The EIR was circulated for public review for 45 days from May 13, 2024 through June 27, 2024. A copy of the EIR was circulated through the State Clearinghouse (SCH# 2023020290), posted on the City's website, and was available at the Irwindale Public Library, City Clerk's Office, and Community Development Department. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-; and

WHEREAS, the public review period for the Draft EIR ended on June 27, 2024; and

WHEREAS, a Final Environmental Impact Report (SCH# 2023020290) was prepared for the proposed project, including the Draft EIR, comments received on the Draft EIR and responses to those comments, and revisions and corrections to the Draft EIR made in response to comments received; and

WHEREAS, On October 28, 2024, the Irwindale Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and requested that the item be continued until the entire Planning Commission was present. The item was continued the meeting to a date certain (November 26, 2024); and

WHEREAS, the Special Planning Commission meeting of November 26, 2024 was later rescheduled to November 14, 2024; and

WHEREAS, revised notices of public hearing were published, posted, and mailed in accordance with the laws, including CEQA, Government Code, and policies of the City of Irwindale; and

WHEREAS, on November 14, 2024, the Planning Commission conducted a duly noticed public hearing on the Irwindale Gateway Specific Plan and corresponding Zone Change No. 02-2022, and adopted PC Resolution No. 837(24) recommending that the City Council of the City of Irwindale adopt Zone Change No. 02-2022 to modify the City of Irwindale Zoning Map from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan; and

WHEREAS, notice of a public hearing before the City Council on the proposed Zone Change for the Specific Plan project, was given in accordance with applicable law; and

WHEREAS, On January 8, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the proposed Application at which time oral and documentary evidence was introduced along with the written recommendation of the City of Irwindale City Council, received public testimony; and

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

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

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

SECTION 2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff

reports, verbal testimony, and evidence in the City's record for the project, this City Council hereby specifically finds as follows:

a. The proposed Zone Change from M-2 [Heavy Manufacturing) to Irwindale Gateway Specific Plan is intended to encourage the highest and best use for the subject property and is in the best interests and welfare of the City and its residents.

b. The proposed Zone Change is internally consistent with all other provisions of the General Plan. The Community Development Element of the General Plan promotes several policies that support the adoption of the SP and associated entitlements. Community Development Element Policy 1 strives to preserve the overall mix of land uses and development in the community. Community Development Element Policy 3 seeks to ensure that the type, location, and intensity of all new development and intensified developments adhere to the requirements specified in its particular land use category. Community Development Element Policy 5 promotes the comprehensive development consistent with the General Plan as opposed to piecemeal and incremental planning. If adopted, the proposed Zone Change would implement the proposed Irwindale Gateway Specific Plan, which implements policies set forth in the General Plan, to provide direction for the development of the business park over several years, addresses sustainable practices on and off-site, promotes compatibility with surrounding areas, and provides a unique and flexible policy document that facilitates orderly development of the site.

c. The proposed Zone Change will not be detrimental to the public interest, health safety, convenience, or welfare of the City. The purpose of the proposed Zone Change is to implement the Specific Plan, which provides a comprehensive framework for the long-term growth and development of the entire business park, provides clarity in processes and in the coordination between the applicant, developers, and City. If adopted, the proposed Specific Plan would define permitted uses, regulate the sizes and locations of buildings, specify design guidelines and development standards, address mobility and connectivity issues, identify project infrastructure and services, and provide administrative and implementation language for the entire 66.64-acre property.

d. The affected properties are physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the

proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. The site and adjacent environs were studied for physical suitability as part of the preparation for the Specific Plan and associated Final Environmental Impact Report.

SECTION 3. 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 Council finds that the Environmental Impact Report (EIR) for The Irwindale Gateway Specific Plan (State Clearinghouse (SCH) No. 2023020290), including the Mitigation Monitoring and Reporting Program and Findings of Fact and Statement of Overriding Considerations adequately describes the Project and its potential impacts, as well as the impacts potentially resulting from the approval of the Irwindale Gateway Specific Plan for the purposes of CEQA review, and it is consistent with the analysis of the Project within the City Council certified Final Environmental Impact Report, adopted Mitigation Monitoring and Reporting Program, adopted Findings of Fact, and adopted Statement of Overriding Considerations.

SECTION 4. Based upon substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the City Council adopts and approves proposed Zone Change No. 02-2022 to change the Zoning Map as shown in attached Exhibit “A” to this Ordinance.

SECTION 5. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction , such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council herby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared severable.

SECTION 6. This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby authorizes and directs the Mayor and the Chief Deputy City Clerk to execute this Ordinance on behalf of the City of Irwindale forthwith upon its adoption.

SECTION 7. The Chief Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale

PASSED, APPROVED AND ADOPTED this 8th day of January 2025.

Larry G. Burrola, 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. 788 was duly introduced at a regular meeting of the Irwindale City Council held on the 8th day of January 2025, and was duly approved and adopted on second reading at its regular meeting held on the 22nd day of January 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit:
A. Proposed Zoning Map

City of Irwindale - Zoning Map
Legend
Zoning Code
A1 - Agricultural
C1 - Neighborhood Commercial
C2 - Heavy Commercial
C3 - Heavy Commercial-Residential
CM - Commercial Manufacturing
COH - City of Hope Specific Plan
M1 - Light Manufacturing
M2 - Heavy Manufacturing
M2/AO - Auto Dismantling Overlay
OS - Open Space
PLO - Park at Live Oak Specific Plan
Q - Quarry
R1 - Single Family Residential
R2 - Light-Multiple Residential
R3 - Heavy-Multiple Residential
RII - Reliance II Specific Plan
IG - Irwindale Gateway Specific Plan
I-605
Live Oak Avenue
Live Oak Lane
Arrow Highway
N
0
0.07
0.15
0.3 Miles
Sources: ESRI, SCAG, City of Irwindale
Map Dated: 10.24.2024

ATTACHMENT "I"

RESOLUTION NO. 2025-05-3593

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING TENTATIVE PARCEL MAP NO. 83854 TO CREATE SEVEN (7) PARCELS FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-04) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i) Jeff Dritley, on behalf of KP Irwindale Owner, LLC 1875 Century Park East, Suite 380, Los Angeles, CA 90067, the Applicant, has made the following request: 1) Tentative Parcel Map (TPM) No. 83854 to create seven (7) parcels for property located at 13620 Live Oak Lane – APNs: 8532-002-046 and 8532-002-047. (This TPM is being processed concurrently with FEIR State Clearinghouse No. 2023020290, GPA No. 02-2022, ZOA No. 02-2023, and ZC No. 02-2022); and

(ii) The proposed application will allow for the creation of seven (7) individual parcels for future industrial development in accordance with the proposed Specific Plan and the Subdivision Map Act.

(iii) 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 prepared an Environmental Impact Report ("EIR"). The EIR was circulated for public review for 45 days from May 13, 2024 through June 27, 2024. A copy of the EIR was circulated through the State Clearinghouse (SCH# 2023020290), posted on the City's website, and was available at the Irwindale Public Library, City Clerk's Office, and Community Development Department. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-; and

(iv) The public review period for the Draft EIR ended on June 27, 2024; and

(v) A Final Environmental Impact Report (SCH# 2023020290) was prepared for the proposed project, including the Draft EIR, comments received on the Draft EIR and responses to those comments, and revisions and corrections to the Draft EIR made in response to comments received; and

(vi) On October 28, 2024, the Irwindale Planning Commission continued the hearing on this item to a date certain (November 26, 2024); and

(vii) The Special Planning Commission meeting of November 26, 2024 was later rescheduled to November 14, 2024; and

(viii) Revised notices of public hearing were published, posted, and mailed in accordance with the laws, including CEQA, the Government Code, and policies of the City of Irwindale; and

(ix) On November 14, 2024, the Planning Commission conducted a duly noticed Special public hearing on the Irwindale Gateway Specific Plan and corresponding Zone Ordinance Amendment No. 02-2023, at which time, the Planning Commission opened the public hearing, took testimony on the Application, at which time they received input from staff, the Assistant City Attorney, and the Applicant, heard public testimony, discussed the Proposed Project; and closed the public hearing; and

(x) On December 16, 2024, notice of a public hearing before the City Council on the proposed project adoption, was given in accordance with applicable law; and

(xi) On January 8, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the proposed Application at which time oral and documentary evidence was introduced along with the written recommendation of the City of Irwindale City Council, received public testimony; and

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

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

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

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

Tentative Parcel Map 83854

a. The proposed map is consistent with the General Plan, applicable specific plans, and the Zoning Code.

The proposed map is for the subdivision of a property for development of industrial and commercial uses. The subject property has a General Plan land use designation of Regional Commercial and is zoned M-2 (Heavy Manufacturing). The proposed map is being processed concurrently with General Plan Amendment (GPA) No. 02-2022 to amend the Community Development Element and Land Use Plan Map to designate the property as Irwindale Gateway Specific Plan, ZOA 02-2023 to adopt the Irwindale Gateway Specific Plan, and ZC 02-2022 to change the Zoning Map designation from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan. The Specific Plan proposes an industrial business park to include development standards concerning a) facilities and improvements; b) pedestrian and vehicular ingress, egress, and internal circulation; c) setbacks; d) height of buildings; e) mechanical and utility service equipment; f) landscaping; g) grading; h) lighting; i) parking; j) drainage; and k) intensity of land use so as to avoid traffic congestion, to ensure the public health, safety, and welfare, and to prevent adverse effects on surrounding properties. The proposed project involves redevelopment of a site that is a former landfill, and sand and gravel quarry. Therefore, the proposed map is consistent with the General Plan, as amended, the Irwindale Gateway Specific Plan, and the Zoning Code.

b. *The design or improvement of the proposed subdivision is consistent with the General Plan, applicable specific plans, and the Zoning Code.*

The proposed project is for development of an industrial business park. The proposed map is being processed concurrently with General Plan Amendment (GPA) No. 02-2022 to amend the Community Development Element and Land Use Plan Map to designate the property as Irwindale Gateway Specific Plan, ZOA 02-2023 to adopt the Irwindale Gateway Specific Plan, and ZC 02-2022 to change the Zoning Map designation from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan. The Specific Plan proposes an industrial business park to include development. The design and improvement of the proposed subdivision is consistent with development standards established in the Specific Plan document with respect to land use, building height, parking, and landscaping.

c. *The site is physically suitable for the type of development proposed.*

The 66.64-acre site is suitable for the proposed Specific Plan industrial business park development, which provides for a maximum of 997,796 feet of building space, with private driveways and drive aisles, landscaping, and parking areas. The site is ±66.64-acres site currently served by an existing private street, Live Oak Lane. Live Oak Lane in its entirety, is a part of the subject property. As part of the improvements, a total of 2,160 feet of Live Oak Lane will be dedicated to the City and improved to the City's standard of 60'-0". The remaining areas are already paved and will be converted to a public alley to connect the northern and southern sections of Live Oak Lane. In

addition to the improved roadways, there will also be new sidewalk and landscaped setbacks.

d. The site is physically suitable for the proposed density or intensity of development.

The 66.64-acre site is likewise suitable for the proposed intensity of the Specific Plan industrial business park, which provides for a maximum of 997,796 feet of building space, with private driveways and drive aisles, landscaping, and parking areas. The site is ±66.64-acres site currently served by an existing private street, Live Oak Lane. Live Oak Lane in its entirety, is a part of the subject property. As part of the improvements, a total of 2,160 feet of Live Oak Lane will be dedicated to the City and improved to the City's standard of 60'-0". The remaining areas are already paved and will be converted to a public alley to connect the northern and southern sections of Live Oak Lane. In addition to the improved roadways, there will also be new sidewalk and landscaped setbacks.

e. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat.

The design or proposed improvements of the subdivision will not cause any substantial environmental damage or substantially injure fish, wildlife, or their habitats, or cause serious public health problems in that the Application will create seven (7) parcels from two (2) parcels in an area that has been planned for industrial and commercial uses. The subdivision is located on a former landfill and sand and gravel quarry within an urbanized area and is not the habitat of fish or wildlife. 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 prepared an Environmental Impact Report ("EIR"), for The Irwindale Gateway Specific Plan (State Clearinghouse (SCH) No. 2023020290), including the Mitigation Monitoring and Reporting Program and Findings of Fact and Statement of Overriding Considerations which adequately describes the Project and its potential impacts, as well as the impacts potentially resulting from the approval of the Irwindale Gateway Specific Plan for the purposes of CEQA review, and the proposed Tentative Parcel Map is consistent with the analysis of the Project.

f. The design of the subdivision or type of improvements will not pose a threat to the public health, safety, and welfare.

The design of the subdivision and improvements will not pose a threat to the public health, safety, and welfare. Adequate fire and police protection is available to serve the project. Uses permitted and conditionally permitted

within the proposed project are required to meet all Federal, State and local health and safety codes and regulations.

g. *The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.*

There is an existing, 9.61-acre Southern California Edison (SCE) easement on the western portion of the site. Part of the Specific Plan's infrastructure plan includes the development of a new detention basin within this easement for the collection of project storm water flows. However, this will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision.

h. *Any discharge of waste from the proposed subdivision into an existing sewer system would not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board.*

The proposed subdivision is served by an existing City sewer system and is required to comply with all requirements of the California Regional Water Quality Control Board.

i. *The requirements of CEQA have been satisfied.*

Pursuant to 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 prepared an Environmental Impact Report ("EIR"), SCH# 2023020290. Even after the adoption of all feasible Mitigation Measures as identified in the Mitigation Monitoring and Reporting Program (MMRP), certain significant or potentially significant environmental effects caused by the Project directly, or cumulatively, will remain and a Statement of Overriding Considerations is recommended to be adopted as part of the project.

3. 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 prepared an Environmental Impact Report ("EIR"). The EIR was circulated for public review for 45 days from May 13, 2024 through June 27, 2024. A copy of the EIR was circulated through the State Clearinghouse (SCH# 2023020290), posted on the City's website, and was available at the Irwindale Public Library, City Clerk's Office, and Community Development Department. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the project's dedicated website https://www.irwindaleca.gov/590/13620-Live-Oak-Lane---Irwindale-Gateway-. The EIR for The Irwindale Gateway Specific Plan (State Clearinghouse (SCH) No. 2023020290), including the Mitigation Monitoring and Reporting Program and Findings of Fact and

Statement of Overriding Considerations adequately describe the Project and its potential impacts, as well as the impacts potentially resulting from the approval of the Irwindale Gateway Specific Plan for the purposes of CEQA review, and the proposed Tentative Parcel Map is consistent with the analysis of the Project.

4. Based upon the substantial evidence and conclusions set forth herein above, this City Council hereby approves the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 16 and Title 17 of the Irwindale Municipal Code.

5. The Secretary shall:

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

ADOPTED AND APPROVED this 14th day of November 2024.

Maricela Frymark, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, AICP, Secretary

I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 14th day of November 2024, by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson, AICP, Secretary

Exhibits:
A: Conditions of Approval

EXHIBIT "A"

CITY COUNCIL RESOLUTION NO. 2025-05-3593

Tentative Parcel Map No. 83854
KP Irwindale Owner, LLC
13620 Live Oak Lane – The Irwindale Gateway Specific Plan

A. GENERAL

1. Tentative Parcel Map No. 83854, a true and correct copy attached hereto, allows for the subdivision of the property, which will result in the creation seven (7) lettered parcels as described on the plans dated **November 26, 2024**.

2. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Tentative Parcel Map 83854. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

3. The use and improvements authorized by this Tentative Parcel Map shall conform to the plans as finally approved by the City as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the City Engineer/Building Official and Community Development Manager/City Planner, shall require the prior approval of the City Council pursuant to the amendment of the Tentative Parcel Map.

4. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

5. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

6. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.

7. To the extent that lighting is governed by the Specific Plan, any inconsistencies shall be subject to the requirements of the IMC. Illumination intensity during hours of darkness shall be as follows:

   - To illuminate parking lots or parking structures and their pedestrian links that provide more than five parking spaces for use by the general public, shall provide a minimum coverage of one foot-candle of light with a maximum of eight foot-candles on the parking or walkway surface, unless otherwise approved by the City of Irwindale for visibility and security.

   - To illuminate aisles and passageways within a Building complex, provide a maximum of one-half to one foot-candle of maintained lighting.

8. The premises will be secured with appropriate security lighting, and shall comply with the Specific Plan. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

9. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.

10. Property owner and/or their designee shall require tenants to provide information regarding their employees' transportation to and from work, within one (1) year but no earlier than nine (9) months of the issuance of the tenant's Occupancy Permit or when building occupancy reaches 85%, whichever occurs first. Each property tenant shall be required to provide the information to the Public Works/Engineering and Community Development Departments. Employee data may be collected by a survey, employee interview or other selected method and shall include the following information: 1) transportation mode(s) used to commute to work, 2) number of days mode used per week, 3) distance of round trip, and 4) city of origin. The results of the data collection shall be tabulated in a clear format. The results shall be submitted to the Public Works/Engineering and Community Development Departments within thirty (30) days of data tabulation. Non-compliance may be subject to enforcement action, including but not limited to penalties.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The following conditions shall apply unless the item is addressed in the Specific Plan; in which case the Specific Plan shall govern.

2. All landscaping for the project shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible.

3. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Director and the City Engineer. Landscape plans shall be consistent with the Commercial and Industrial Design Guidelines. Landscape plans shall be consistent with the Specific Plan. Vision clearance shall be maintained at all vehicle entrances and exits. Landscape planters throughout the site shall incorporate river rock.

4. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."

5. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.

6. All landscaped planters shall be surrounded by a six (6) inch horizontal concrete curb.

7. The following invasive plants shall not be used in landscaping:

   - *Carpobrotus edulis* (ice plant)
   - *Hedera helix, H. Hibernica, H. caneriensis* (English ivy, Irish ivy, Algerian ivy
   - *Vinca Major* (periwinkle)
   - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
   - *Cortaderia selloana, C. jubata* and all cultivars and varieties (pampas grass)
   - *Retama monosperma, Genista monspessulana, Cytisus striatus,Cytisus scoparius,* and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
   - *Acacia Cyclops* (acacia or western coastal wattle)
   - *Myoporum laetum* (myoporum)
   - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
   - *Schinus terevinthifolius* (Brazilian pepper)
   - *Eucalyptus globules, E. camaldulensis* (eucalyptus, blue gum, and red gum)

8. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.

9. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.

10. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs as allowed.

11. BESS shall be screened with an 8’-0” high wall where in sight of proximal portions of Live Oak Avenue or Live Oak Lane at Specific Plan build-out.

12. Any masonry walls and gates shall be decorative consistent with the design criteria set forth in the Specific Plan. The design of the walls and gates shall be subject to the review and approval of the Community Development Department.

13. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the design criteria set forth in the Specific Plan.

14. Trash enclosures (6’-0” high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be covered and built with decorative materials to match the type, texture, and color of the materials used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.

15. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings[1]. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.

16. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and shall be a minimum five (5) feet in length painted with minimum one (1) foot wide brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.

17. A lighting plan shall be submitted for approval by the Community Development Manager/City Planner describing lighting fixtures for parking lot and building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas.

18. Applicant shall obtain approval from the Community Development Director or their designee for a comprehensive sign program for all project signs prior to construction or installation of any signs on the project site.

19. The Applicant shall comply with the provisions of Irwindale Municipal Code Chapter 17.66, “Trip Reduction and Travel Demand Measures.” All required trip

[1] **Photovoltaic equipment is exempt from this requirement.**

reduction and travel demand measures applicable to the project pursuant to Chapter 17.66 shall be indicated on plans at the time of plan check.

20. A chain link fence with green screening shall be installed and maintained around the perimeter of the site at all times during construction.

21. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

22. To the extent feasible, Applicant shall participate in Southern California Edison's "Savings by Design" program.

23. Development shall adhere to all Mitigation Measures identified in the adopted Mitigation Monitoring and Reporting Program (MMRP), made a part of the Final Environmental Impact Report (SCH# 2023020290) associated with the project in compliance with the California Environmental Quality Act (CEQA).

24. The Applicant shall prepare Covenants, Conditions and Restrictions (CC&Rs) for the development, subject to the review and approval of the City Engineer, Community Development Department, and the City Attorney.

25. Cultural Resources. If a potential Native American resource is uncovered during ground disturbance activities, the Applicant shall halt work in the immediate area of the find, promptly inform the Community Development Department of the suspected presence of that Native American resource, cease earth-disturbing activities in proximity thereto, and retain a qualified professional archaeologist and a culturally-affiliated Native American monitor acceptable to the City for the purpose of examining the potential Native American resource in order to determine whether it is a "tribal cultural resource" as defined in Section 21074(a) of the Public Resources Code (PRC) and/or a "unique cultural resource" as defined in Section 21083.2(g) of the PRC. No additional ground disturbance activities shall occur in the immediate location of the potential Native American resource until all information recovery has been completed, a report filed with the City, and that report made available to interested representatives of Native American tribes that are traditionally and culturally affiliated with the project area.

26. Any future private street/drive shall be subject to City review and approval. Applicant shall be responsible for the design and installation of all required off-site signage related to Irwindale Gateway Specific Plan development.

27. This project shall be subject to Development Impact Fees.

C. FIRE DEPARTMENT

FINAL MAP REQUIREMENTS

FAILURE TO COMPLY WITH THE FINAL MAP REVIEW PRIOR TO RECORDATION, MAY RESULT IN THE BUILDING PLANS NOT BEING APPROVED DURING THE FIRE DEPARTMENT FIRE PREVENTION ENGINEERING SECTION BUILDING PLAN REVIEW.

1. The Final Map shall be submitted to our office for review and approval prior recordation. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires an all-weather access surface to be clear to sky.

2. The Private Driveways proposed as private streets for access throughout the development shall be labeled as "Private Driveway" on the Final Map. The portion of the private driveway intended for fire apparatus access shall be identified as "Fire Lane" on the Final Map. All widths and dimensions shall be clearly delineated with a reciprocal access agreement is required for all private driveways. Compliance required prior to Final Map clearance.

3. A common access agreement shall be required for the private driveway since multiple units are sharing the same access. Such language shall be included in the Covenant, Conditions and Restrictions (CC&R) document and shall be submitted to the Fire Department for review prior to Final Map clearance.

4. Fire hydrant improvement plans shall be submitted for review and approval prior final map clearance.

WATER SYSTEM REQUIREMENTS

5. All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal and shall be installed in accordance with the County of Los Angeles Fire Code.

6. The required fire flow for the public fire hydrants for this project is 4,000 GPM at 20 psi residual pressure for four (4) hours.

7. All required PUBLIC fire hydrants shall be installed, tested, and accepted prior to beginning construction. Fire Code 501.4.

8. Install 13 new public fire hydrants as Indicated on the Tentative Map.

9. Additional private on-site fire hydrants will be required during the building plan check phase. All required private on-site fire hydrants shall be installed, tested, and approved prior to building occupancy. Fire Code 901.5.1.

10. All on-site fire hydrants shall be installed a minimum of 25' feet from a structure or protected by a two (2) hour rated firewall. Exception: For fully sprinkled multi-family structures, on-site hydrants may be installed a minimum of 10 feet from the structure. Indicate compliance prior to project proceeding to the public hearing process. Fire Code Appendix C106.1.

11. The required fire flow for the on-site fire hydrants is 2,500 GPM at 20 psi residual pressure for two (2) hours.

12. Vehicular access must be provided and maintained serviceable throughout construction to all required fire hydrants. All required fire hydrants shall be installed, tested, and accepted prior to construction.

D. PUBLIC WORKS/ENGINEERING

STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the City Engineer. Construction plans shall be reviewed and approved by the City Engineer.

2. The owner/developer shall dedicate and construct full width improvements (60 foot right of way, 40’ curb to curb) on Live Oak Lane and bear the full cost of design, engineering, installation, construction management and inspection. All improvements shall be constructed in accordance with the City standards to the satisfaction of the City Engineer. Construction plans shall be reviewed and approved by the City Engineer.

3. Adequate “on-site” parking shall be provided per City requirements.

4. The owner/developer shall reimburse the City for the actual cost for the installation, replacement or modification of traffic control signs, striping and pavement markings required in conjunction with the development.

5. The owner/developer shall design and construct ADA accessible driveway approaches, sidewalks, and curb ramps and remove all existing driveways and parkway drains along Live Oak Lane and frontage of Live Oak Avenue. All improvements shall be constructed in accordance with the City standards to the satisfaction of the City Engineer.

6. The owner and/or developer shall remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter as directed by the City Engineer.

7. The owner/developer shall be responsible for the repair of all damage to public improvements in the public right-of-way resulting from construction-related

activities, including, but not limited to, the movement and/or delivery of equipment, materials and soil to and/or from the site.

8. The owner/developer shall bear the full cost of installing streetlights and/or upgrading the existing streetlights along Live Oak Avenue frontage and Live Oak Lane to more energy-efficient fixtures (LED). Street lighting upgrade shall meet the City of Irwindale and County of Los Angeles Street Lighting Design Standards.

9. Street right-of-way shall be dedicated to the City of Irwindale as follows:

    a. Two-foot right-of-way along Live Oak Avenue at the project frontage for public sidewalk.

    b. Right-of-way as required at the intersections of Live Oak Lane and Arrow Highway and Live Oak Lane and Live Oak Avenue sidewalk, intersection and roadway improvements and traffic signals.

    c. Right-of-way along Live Oak Lane for a public alley fronting APN's 8532-002-020, 8532-002-040, 8532-002-043, 8532-002-036, 8532-002-019, and 8532-002-027.

CITY UTILITIES

10. Storm drains, catch basins, connector pipes, and appurtenances for the site-specific storm drain system shall be designed and constructed in accordance with Los Angeles County standards and the City Engineer's requirements. The owner/developer shall submit grading and drainage plans to the City Engineer for review and approval. The grading and drainage plans shall be prepared by a licensed civil engineer and comply with Los Angeles County grading permit requirements. A hydrology study shall be included with the drainage plan.

11. The owner/developer shall pay for the entire cost for the design, engineering construction and inspection of any upgrade to the water main and connections as required by the serving water company for the proposed development.

12. The owner/developer shall obtain a Storm Drain Connection Permit from the City of Irwindale and/or Los Angeles County Flood Control District for connection(s) to the existing storm drain system.

13. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer and/or Fire Department.

14. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be

approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.

15. Prior to the issuance of building permits, the owner/developer shall provide a will-serve letter from the water utility provider to the City.

TRAFFIC

16. All points of access to the proposed development shall be reviewed and approved by the City Engineer. Project driveways on Live Oak Avenue may be required to allow only right-in and right-out movements. Proper signage shall be installed on the project site.

17. Owner/developer shall bear the full cost to design and install a new traffic signal at the intersection of Live Oak Avenue and Live Oak Lane. The improvements shall consist of all necessary traffic signal equipment, signal timing, lane configuration, vehicle detection and striping. Plans shall be reviewed and approved by the City Engineer.

MAPPING

18. Final parcel map shall be prepared and submitted to the Public Works Engineering Department for review and approval. The applicant shall be responsible for all fees associated with the review and processing of the final map. The developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.

19. The owner/developer, under the direction of a certified land surveyor and at no cost to the City, shall install all required property boundary monuments, centerline ties and City monuments subject to the City Engineer's approval.

20. The owner/developer shall provide, at no cost to the City, one mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works.

21. An Easement Agreement for all easements (e.g., roadway, reciprocal access; surface drainage; utilities, etc.) shall be prepared for each parcel, and shall be executed and recorded in the Office of the Los Angeles County Recorder. Such agreements and any CC&Rs shall be subject to the approval of the City Attorney, City Planner and City Engineer.

MISCELLANEOUS

22. The owner/developer shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.

23. A grading plan shall be submitted for grading/drainage approval to the City Engineer. The owner shall pay grading/drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plans under the current Irwindale adopted Building Codes at the time of submittals.

24. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.

25. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

26. Any changes to the site plan shall be reviewed and approved by the City Engineer.

27. Prior to the approval of the Tract Map the owner/developer shall either construct or post security for all public improvements to be shown on the Tentative Map 83854 and items listed under Public Works/Engineering.

28. Prior to the issuance of a building permit, the project site shall be graded and backfilled to the adjacent street grade elevation, subject to the review and approval of the City Engineer/Building Official.

E. PUBLIC WORKS SERVICES

1. All walls that face the public right-of-way shall implement anti-graffiti management practices (such as planting vines on the walls). Applicant shall be responsible for graffiti removal to all walls that face the public right-of-way in a timely manner.

2. Onsite trash enclosure areas shall have sufficient space for solid waste and organic waste receptacles and shall be covered from the elements with a solid roof

structure per Title 14, Division 7, Section 17313 of the California Code of Regulations and Building Code Manual County of Los Angeles Department of Public Works Building and Safety Division 312 Article 2.

3. Tenants must adhere to the SB 1383 regulations set forth by CalRecycle under California Code of Regulations Title 14, Division 7, Chapter 3 and outlined in the Irwindale Municipal Code Section 08.22 Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste, which includes the diversion of edible food to food recovery organizations and services.

4. The owner and/or applicant shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter as directed by the Director of Engineering and the Public Services Director.

5. The owner and/or applicant shall resurface the entire private road/alley and any roadway that will be dedicated public right-of-way (Live Oak Lane) to its entirety and restripe limit line/STOP.

6. The owner and/or applicant is responsible for obtaining encroachment permit(s) from the City prior to commencing any type of work in the public right-of-way.

7. Any work within easements on the project site shall require proper approval and permits from the easement holder (City of Irwindale, County of Los Angeles, Southern California Edison, etc.).

8. Vehicles shall not block the sidewalk or be parked on the public right-of-way along property frontage.

9. All pedestrian and approach ramps in the public right-of-way shall meet ADA requirements. Pedestrian ramps shall have brick red truncated domes in the public right-of-way.

10. The tenant and owner of the property are responsible for the removal of any accidental or illegal dumping of debris on private property. It is not the responsibility of the City of Irwindale to remove any accidental or illegal dumping of items from private property.

11. All utilities and signs within the public right-of-way shall meet horizontal and vertical ADA clearance requirements.

12. Any landscaping, including an irrigation system, in the public right-of-way or any property that is dedicated to the City of Irwindale for maintenance purposes must be approved by the Public Services Director, or designee, as part of the permitting process. Property owner is required to maintain at its sole expense all landscaping in the public right-of-way, including the parkway.

EXHIBIT “J”

TENTATIVE PARCEL MAP NO. 83854

https://www.irwindaleca.gov/DocumentCenter/View/10699/TPM-83854-11262024

EXHIBIT “K”

SITE PLAN OPTIONS

OPTION 1

https://www.irwindaleca.gov/DocumentCenter/View/9649/Option-1-Site-Plan

OPTION 2

https://www.irwindaleca.gov/DocumentCenter/View/9650/Option-2-Site-Plan

EXHIBIT “L”

PROJECT IMAGES

https://www.irwindaleca.gov/DocumentCenter/View/9648/Planning-Commission-PresentationProject-Images---10212024

EXHIBIT “M”

FISCAL IMPACT REPORT (12/30/2022)

https://www.irwindaleca.gov/DocumentCenter/View/9651/Fiscal-Impact-Summary-Irwindale-Gateway-Project-12-30-22

www.FinanceDTA.com

SUMMARY MEMORANDUM

December 30, 2022

To:	Jeff Dritley and Steven Hillgren, Kearny Real Estate Company
	Sam Holing, Aypa Power
From:	Kuda Wekwete, Jerry Wen, and Jeffrey Wright, DTA
Subject:	Fiscal Impacts Resulting from the Proposed Irwindale Gateway Project

Enclosed for your review is an Executive Summary of a Fiscal Impact Analysis ("FIA") evaluating the Irwindale Gateway project (the "Project") being proposed by Kearny Real Estate Company and Aypa Power (together, the "Project Proponent") in the City of Irwindale (the "City") located in Los Angeles County (the "County"). The intent of this memorandum ("memo") is for DTA to provide a brief summary of the projected fiscal impacts to the City's General Fund that would result from the development of the Project. The specific purpose of this analysis is to determine whether the Project will fully pay for all of the services that it will be receiving from the City.

A Description of the Project Site and Project Use

As depicted in Figure 1 below, the Project site encompasses approximately 50 acres of a gravel quarry mined to 180 feet below grade and filled with inert materials. It is located immediately south of Arrow Freeway, east of Freeway 605, north of Live Oak Avenue, and west of Live Oak Lane. The proposed redevelopment would rehabilitate the site and make it suitable for light industrial uses. As illustrated in the conceptual site plans below, the Project is proposed to consist of a 400-megawatt ("MW") battery energy storage system ("BESS") and two light industrial buildings with 750,510 square feet of warehousing space for local and regional distribution.

Figure 1: Project Site and Conceptual Site Plan

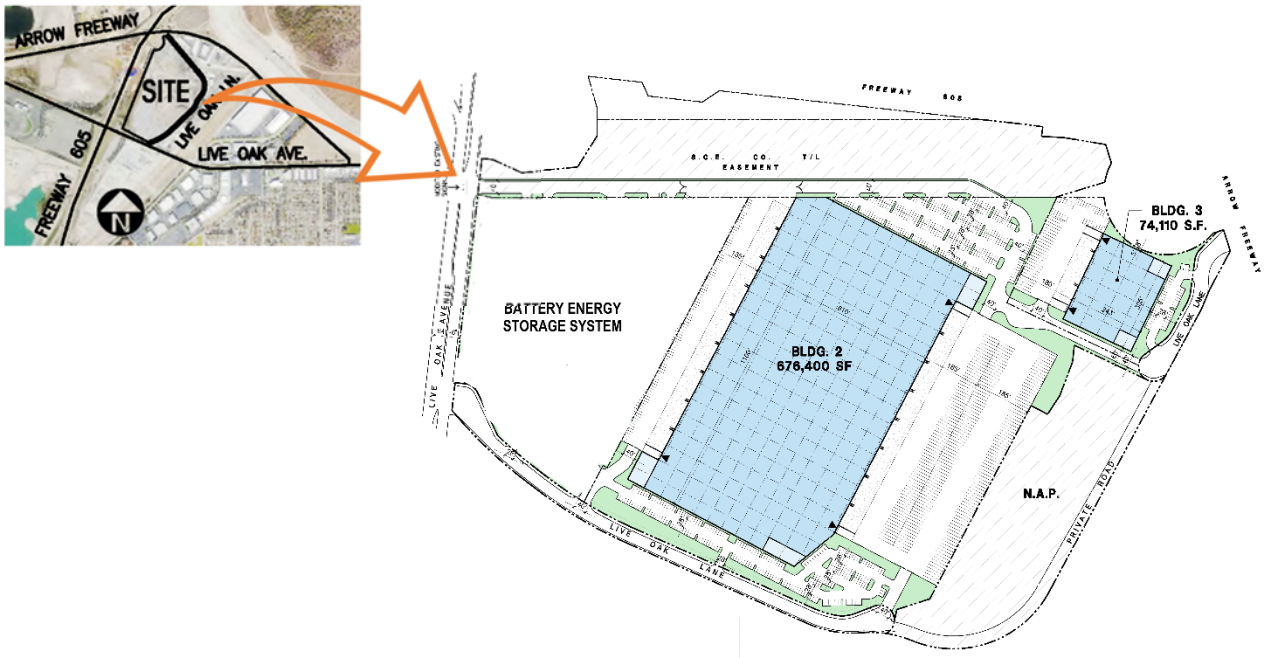
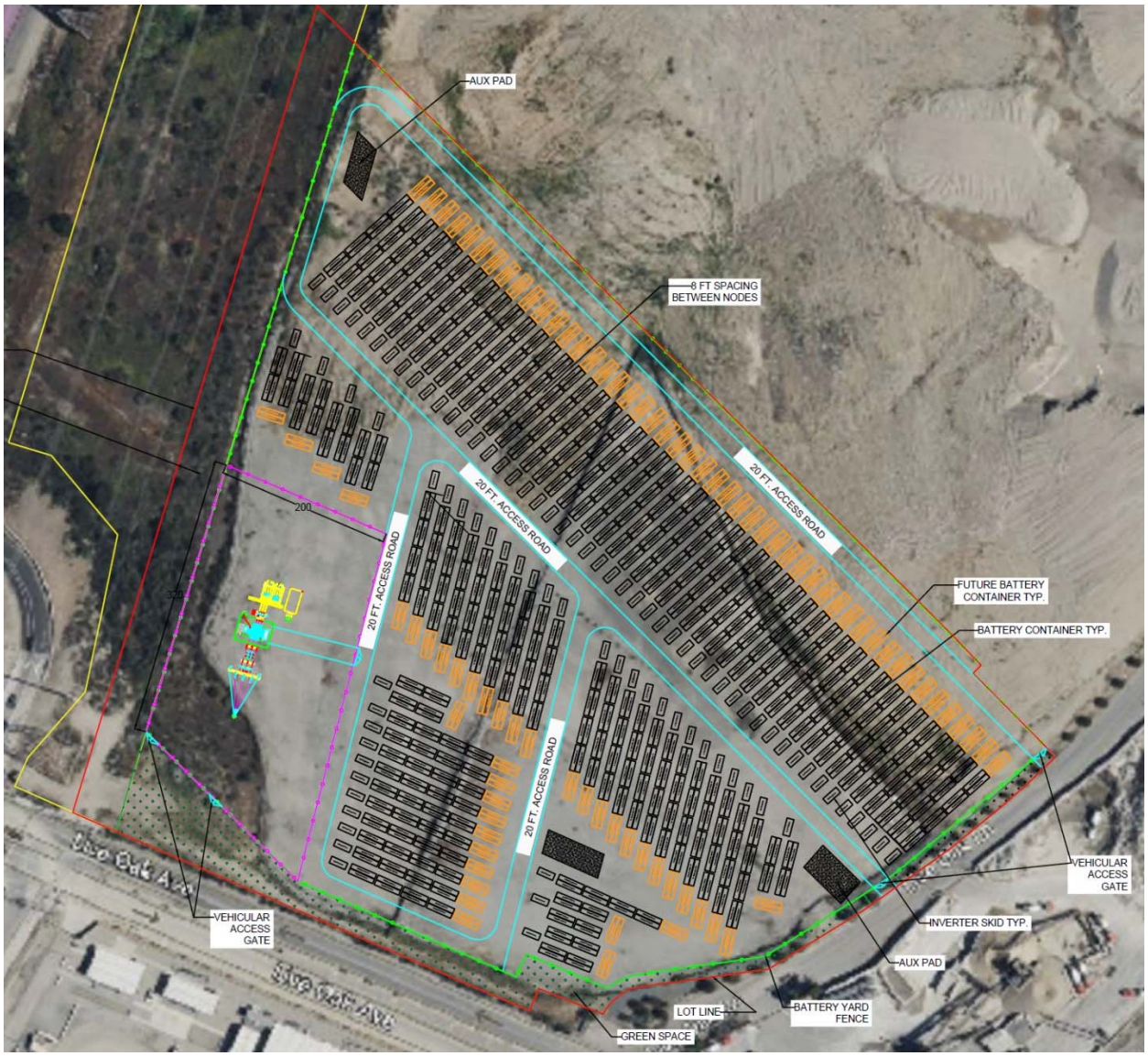


Figure 2: Conceptual Site Plan for BESS Component



B Analytic Methodology and Assumptions

Notably, only recurring revenues and costs are analyzed in the model. Costs that are considered non-recurring, such as capital expenditures, are excluded from the analysis. This is because new development is generally required to construct its own new capital improvements, such as roads or parks, or pay Development Impact Fees ("DIFs") that enable the City or some other developer to construct these improvements. As these are considered to be "one-time" costs that will not recur, there is no expectation that new development will need to pay for these capital expenditures a second time. Likewise, revenues that are considered to be non-recurring, such as DIFs paid by developers, are also excluded from the model. In sum, the model reflects the estimated recurring annual deficit or surplus to the City's General Fund that will result from the development of the Project.

DTA chooses its analytical assumptions in accordance with industry standards and documents those decisions carefully. The list provided below explains how some of these assumptions were derived.

- Discounting Revenues: Certain revenues are not expected to increase one-to-one with new development. Thus, 20%, 25%, and 75% discount rates have been applied to various General Fund revenues to reflect the estimated ratio of fixed revenues (not impacted by future development) to variable revenues. In addition, DTA conservatively applies a 100% discount on the intergovernmental revenues received by the City given that the allotment of such revenues generally involves complex socioeconomic and demographic factors that are difficult to forecast.
- Discounting Expenses: Certain service costs are not expected to increase one-to-one with new development. Thus, 50%, 75%, and 95% discount rates have been applied to various General Fund expenditures to reflect the estimated ratio of fixed expenditures (not impacted by future development) to variable expenditures.
- Square Feet per Employee ("SF/E"): DTA utilizes an approximation of 1,650 SF/E based on the standard estimate for warehouse use by Beacon Economics LLC of the UC Riverside Center for Economic Forecasting.
- Tax Sharing (Secured Property Taxes): Property tax revenue estimates were derived using apportionment factors provided by the County Auditor-Controller as applied to the general 1% *ad valorem* property tax levy. Total secured property tax revenues received by the City from the proposed Project will equal approximately 9.77% of the basic 1% [Proposition ("Prop") 13], net of the projected Education Revenue Augmentation Fund ("ERAF") property tax shifts.
- Property Tax In Lieu of Vehicle License Fees ("VLFs"): Per California Revenue and Taxation Code §97.70, the property tax in lieu of VLF amount now increases in proportion to the growth rate of the Citywide gross assessed valuation of taxable property from the prior fiscal year. Property taxes in lieu of VLF revenues constitute an addition to other property tax apportionments and were calculated for the purposes of this FIA at $0.06 per $1,000 increase in assessed valuation on a Citywide basis.

For additional details regarding the specific assumptions and methodology utilized to calculate the fiscal impacts for the Project, please refer to Attachment 1.

C City General Fund – Net Fiscal Impact Summary

As listed in Table 1, the overall net fiscal impact to the City's General Fund resulting from the revenues anticipated to be generated by the Project's build-out, as compared with the cost of public services associated with the Project's build-out, will be an annual recurring fiscal surplus of $1,084,871. Annual recurring revenues generated by the Project are forecasted to equal approximately 5.51 times the General Fund costs associated with the Project.

Table 1: General Fund Net Fiscal Impact Summary

Fiscal Impact Category	Amount	Percent of Total
Recurring General Fund Revenues [1]		
Secured Property Tax	$904,120	68.2%
Unsecured Property Tax	$90,412	6.8%
Property Tax In-Lieu of Vehicle License Fee	$53,291	4.0%
Indirect Sales Tax	$3,600	0.3%
Utility Users' Tax	$164,457	12.4%
Business Licenses	$35,323	2.7%
Franchise Fees	$29,081	2.2%
Use of Money and Property	$13,916	1.0%
Licenses and Permits	$9,570	0.7%
Fines and Forfeitures	$3,000	0.2%
Miscellaneous	$17,589	1.3%
Investment Income	$1,138	0.1%
Subtotal	**$1,325,497**	**100.0%**
Recurring General Fund Expenditures [2]		
Police	$107,025	44.5%
Public Works - Engineering/Capital Project	$36,496	15.2%
Public Services	$31,781	13.2%
Senior Center	$1,152	0.5%
Recreation	$11,008	4.6%
Library	$4,099	1.7%
General Government	$49,065	20.4%
Subtotal	**$240,626**	**100.0%**
Net Fiscal Impact		
Total Annual Recurring General Fund Surplus/(Deficit)	**$1,084,871**	**NA**
Total Annual Revenue/Expenditure Ratio	**5.51**	**NA**

NOTES:

[1] Please see Appendices A-4 through A-7 for the derivation of these calculations.

[2] Please see Appendices A-8 and A-9 for the derivation of these calculations.

* ***All figures subject to rounding***

As reflected in Figure 2, the largest projected City General Fund revenue sources attributable to the Project at build-out are property taxes (including property tax in lieu of VLFs) (79.1%) and utilities users' tax (12.4%). Conversely, the largest projected City General Fund expenditures will be for the police (44.5%) and general government (20.4%), as depicted in Figure 3.

Figure 3: Recurring General Fund Revenues at Project Build-Out Broken Down by Source

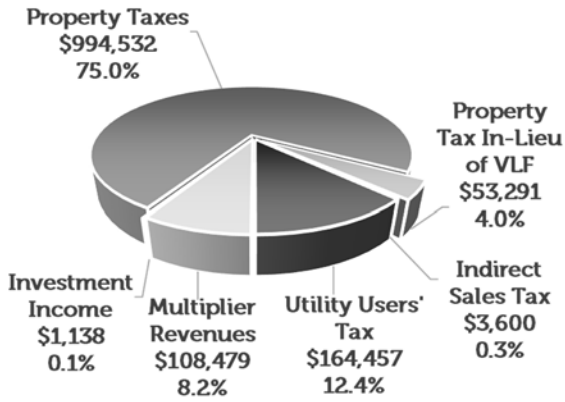
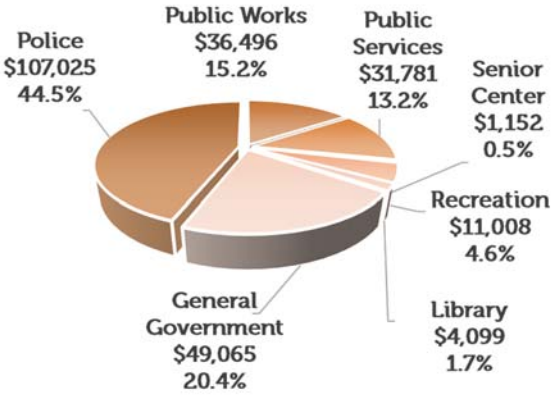


Figure 4: Recurring General Fund Expenditures at Project Build-Out Broken Down by Source



D Possibility of Point-of-Sale Fulfillment Centers ("POS FCs") on the Project Site

POS FCs can be a major generator of sales tax revenues for the municipality in which they are located. There has been considerable discussion surrounding the issue of sales tax collection from online retailers associated with fulfillment centers. A fulfillment center is a physical location from which a logistics provider, who may be a third party, directly fulfills customer orders for e-commerce retailers. These centers exist to distribute online orders directly to retail customers in a timely fashion and generate revenues that are considered POS revenues. California law, culminating with the 2019 Marketplace Facilitators Act, allows operators of fulfillment centers such as Amazon to designate a POS that permits them to direct 100% of their share of sales tax revenues for "taxable sales" to a pre-determined city in which they have a physical presence. However, not all retail sales are considered taxable within California. For example, there is no sales tax paid in California on purchases from fulfillment centers made by residents or businesses located outside of the State, nor are there sales taxes imposed for groceries or pharmaceutical drugs sold inside or outside of the State. In addition, some retailers may request that they retain a share of sales taxes from a local municipality in return for locating their fulfillment centers in a specific community.

Based on studies performed by Prologis Research, distribution facilities used as fulfillment centers by e-commerce retailers support annual sales of up to $1,000 per building square foot. Given that e-commerce retail sales in the United States grew by 102% from 2014 to 2019, even prior to the COVID pandemic, the demand for fulfillment center space has been increasing exponentially. Surveys performed by Coldwell Banker Real Estate and Prologis Research prior to COVID indicated that 30% to 40% of the users of new warehouse space were specifically looking for space for fulfillment center(s).

However, as explained above, the total taxable sales generated by any given fulfillment center is difficult to gauge as each is heavily dependent on the specific tenant and the volume and prices of the taxable goods shipped from that location to California residents or business. For illustrative purposes only, assuming 100% of the warehouse space (750,510 square feet) on the Project site are occupied by marketplace facilitator(s), such as Amazon, QVC, Uline, Staples, etc., and that one-half of the potential sales ($500 per square foot) would ultimately generate sales taxes, the Project would annually generate a significant amount of direct sales taxes ($6.57 million). DTA conservatively assumes that 30% of those sales taxes ($1.97 million) will be apportioned to the City based on a recent Sales Tax Apportionment Agreement entered between the California Department of Tax and Fee Administration and Amazon FC, which owns or leases fulfillment centers located throughout much of the State.

Notably, given that the Project proponent is pursuing the proposed industrial building(s) on a speculative basis and the future occupant(s) of the Project are unknown at this time, the Project proponent cannot promise a POS FC on the Project site.

If you have any further questions regarding this Executive Summary, please feel free to contact DTA at (800) 969-4DTA.

Enclosures:

1. Attachment 1 – FIA

ATTACHMENT 1

Kearny Real Estate Company
Irwindale Gateway Project



FIA

ATTACHMENT 1-A
IRWINDALE, CALIFORNIA: IRWINDALE GATEWAY PROJECT
CITY GENERAL FUND REVENUES (BY TYPE)

I Demographics and Other Data

2022 Estimated City Population [1]	1,490
2022 Estimated City Employees [2]	16,200
2022 Persons Served Population [3]	9,590

Notes:

[1] California Department of Finance, Housing and Population Information, January 1, 2022.

[2] City of Irwindale Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021.

[3] Assumes City population plus 50% of employees.

II City Revenue Sources (by Type)

Revenue Type	Total Revenues	Revenue Type	Fiscal Impact Basis	Discount	Fiscal Impact Revenue Factor
Tax Revenue	**$16,333,923**		**Persons Served**		**$0.00**
Property Tax - Exclude In-Lieu of VLF	$2,029,923	Recurring	Case Study	0%	NA
Sales Tax	$4,497,000	Recurring	Case Study	0%	NA
Measure I	$2,722,000	Recurring	Case Study	0%	NA
Mining Tax	$3,685,000	Recurring	Case Study	0%	NA
Utility Users' Tax	$3,400,000	Recurring	Case Study	0%	NA
Business Licenses	**$1,558,929**	**Recurring**	**Per Employee**	**20%**	**$76.98**
Franchise Fees	**$1,522,261**	**Recurring**	**Persons Served**	**20%**	**$126.99**
Building/Planning/Engineering Fees	**$4,100,000**	**Non-Recurring**	**NA**	**0%**	**NA**
Licenses and Permits	**$534,330**	**Recurring**	**Persons Served**	**25%**	**$41.79**
VLF/Property Tax Compensation	**$159,937**	**Recurring**	**Case Study**	**0%**	**NA**
Fines and Forfeitures	**$157,000**	**Recurring**	**Persons Served**	**20%**	**$13.10**
Intergovernmental	**$14,700**	**Non-Recurring**	**NA**	**0%**	**NA**
Use of Money and Property	**$777,000**	**Recurring**	**Persons Served**	**25%**	**$60.77**
Miscellaneous	**$2,946,550**	**Recurring**	**Persons Served**	**75%**	**$76.81**
COVID Reimbursement	**$173,000**	**Non-Recurring**	**NA**	**0%**	**NA**
Total Revenues	**$28,277,630**	**NA**	**NA**	**NA**	**NA**
Total Recurring Revenues	**$23,989,930**	**NA**	**NA**	**NA**	**NA**

ATTACHMENT 1-B
IRWINDALE, CALIFORNIA: IRWINDALE GATEWAY PROJECT
CITY GENERAL FUND EXPENDITURES (BY TYPE)

I Demographics and Other Data

2022 Estimated City Population [1]	1,490
2022 Estimated City Employees [2]	16,200
2022 Persons Served Population [3]	9,590

Notes:

[1] California Department of Finance, Housing and Population Information, January 1, 2022.

[2] City of Irwindale Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021.

[3] Assumes City population plus 50% of employees.

II City Expenditures (by Type)

Expenditure Type	Total Expenditures	Expenditure Type	Fiscal Impact Basis	Discount	Fiscal Impact Expenditure Factor
General Government					
City Council	$401,780	Recurring	Case Study	0%	NA
City Manager	$94,400	Recurring	Case Study	0%	NA
City Clerk	$274,920	Recurring	Case Study	0%	NA
Finance	$948,150	Recurring	Case Study	0%	NA
Administrative Services	$961,080	Recurring	Case Study	0%	NA
Economic Development	$130,770	Recurring	Case Study	0%	NA
Community Development	$381,110	Recurring	Case Study	0%	NA
Housing	$251,770	Recurring	Case Study	0%	NA
Legal Services	$255,000	Recurring	Case Study	0%	NA
Information Technology	$334,795	Recurring	Case Study	0%	NA
Public Information	$58,460	Recurring	Case Study	0%	NA
Human Resources/Risk Management	$3,159,700	Recurring	Case Study	0%	NA
Non-General Government					
Police	$8,964,040	Recurring	Persons Served	50%	$467.36
Public Works - Engineering/Capital Project	$6,113,550	Recurring	Persons Served	75%	$159.37
Public Services	$2,661,835	Recurring	Persons Served	50%	$138.78
Senior Center	$965,050	Recurring	Persons Served	95%	$5.03
Recreation	$1,844,150	Recurring	Persons Served	75%	$48.07
Library	$686,470	Recurring	Persons Served	75%	$17.90
Total Expenditures	**$28,487,030**	**NA**	**NA**	**NA**	**NA**
Total Recurring Expenditures	**$28,487,030**	**NA**	**NA**	**NA**	**NA**

ATTACHMENT 1-C
IRWINDALE, CALIFORNIA: IRWINDALE GATEWAY PROJECT
LAND USE AND DEMOGRAPHICS SUMMARY

Future Land Use Data

I Developable Land Use Description

A	Projected Non-Residential Land Uses	Building Sq. Ft. [1]
	Warehouse	750,510
	Battery Energy Storage System	NA

Demographic Data

I Non-Residential Land Use Employee Generation

A	Projected Non-Residential Land Uses	Sq. Ft. per Employee
	Warehouse [2]	1,650
	Battery Energy Storage System	NA

Population and Employees (Calculations)

I Projected Direct Employees

A	Projected Non-Residential Land Uses	Building Sq. Ft.	Total Direct Employees
	Warehouse	750,510	455
	Battery Energy Storage System [3]	0	4

Population and Employees (Totals)

I	**Total Projected Residential Population**	**0**
II	**Total Projected Direct Employees**	**459**
III	**Total Persons Served Population [4]**	**229**

NOTES:

[1] Source: Project Proponent.

[2] Source: Beacon Economics LLC of the UC Riverside Center for Economic Forecasting.

[3] Source: Project Proponent.

[4] An employee is typically assumed to be equivalent to 50% of a resident given they would spend only eight active hours in the City per day versus a resident who is active for 16 hours per day.

* *All figures subject to rounding*

ATTACHMENT 1-D
IRWINDALE, CALIFORNIA: IRWINDALE GATEWAY PROJECT
PROPERTY TAX REVENUE ANALYSIS

General Property Tax Assumptions

I	**Property Tax Allocation (as a Portion of the 1% General Property Tax Levy) [1]**	
A	**Category / Code**	**Allocated to City**
	General Fund	9.771577%
	Total	**9.771577%**

Assessed Valuation Assumptions

I	**Non-Residential Land Uses**	
A	**Warehouse**	
	Estimated Number of Sq. Ft. [2]	750,510
	Estimated Valuation per Sq. Ft. [3]	$500
	Total Estimated Net Taxable Value	$375,255,000
B	**Battery Energy Storage System**	
	Estimated Number of Sq. Ft. [2]	0
	Estimated Valuation per Sq. Ft.	NA
	Total Estimated Net Taxable Value [3]	$550,000,000
II	**Total Land Use Net Taxable Value (Includes Takeout from Homeowner's Exemption)**	**$925,255,000**

Other Property Tax Revenue Assumptions

I	**Unsecured Property Taxes - Assumptions [4]**	
A	**Unsecured Taxes as a % of Secured**	
	Residential Property	2.50%
	Non-Residential Property	10.00%
II	**Property Tax Transfer - Assumptions [5]**	
A	**Turnover Rate**	
	Residential Property	0.00%
	Non-Residential Property	0.00%
B	**Other Assumptions**	
	Transfer Tax as a % of Assessed Value	0.11%
	Property Transfer Tax Passed Through to City of Irwindale	50.00%
III	**Motor Vehicle Licensing Fees - Assumptions**	
	Vehicle Licensing Fees per Capita	NA
IV	**Property Tax In-Lieu of Vehicle License Fee - Assumptions**	
	Total City of Irwindale Gross Assessed Value [6]	$2,764,377,645
	City of Irwindale Property Tax In-Lieu of Vehicle License Fee [7]	$159,937
	Property Tax In-Lieu of Vehicle License Fee Increase per $1,000 Assessed Value	$0.06

Fiscal Impact Calculation

I	**Fiscal Impact Category**	**Annual Fiscal Impact Amount**
A	**Secured Property Tax**	
A.1	**Projected Non-Residential Land Uses**	
	Warehouse	$366,683
	Battery Energy Storage System	$537,437

ATTACHMENT 1-D
IRWINDALE, CALIFORNIA: IRWINDALE GATEWAY PROJECT
PROPERTY TAX REVENUE ANALYSIS

B	**Unsecured Property Tax**	
B.1	**Projected Non-Residential Land Uses**	
	Warehouse	$36,668
	Battery Energy Storage System	$53,744
C	**Property Transfer Tax**	
C.1	**Projected Non-Residential Land Uses**	
	Warehouse	$0
	Battery Energy Storage System	$0
D	**Property Tax In-Lieu of Vehicle License Fee [8]**	
	Projected Residential and Non-Residential Land Uses	$53,291
II	**Total Property Tax Revenues**	**$1,047,823**

NOTES:

[1] Based on "City of Irwindale" levy for Tax Rate Area (TRA). Data provided by the County of Los Angeles Auditor-Controller's Office. TRA allocations adjusted for ERAF.

[2] Please see Attachment 1-C. Subject to change.

[3] Source: Project Proponent.

[4] Based on typical DTA baseline assumptions.

[5] Project Proponent plans to own the Project for an extended period.

[6] Source: California Revenue & Taxation Code §11901, et seq.;

[7] Source: City of Irwindale Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021.

[8] Property Tax in-lieu of Vehicle Licensing Fees applies to incremental property value.
Current estimated land value of Project site of $4,160,992 excluded from calculation.

* ***All figures subject to rounding***

ATTACHMENT 1-E
IRWINDALE, CALIFORNIA: IRWINDALE GATEWAY PROJECT
SALES TAX REVENUE ANALYSIS

Indirect Sales Tax Assumptions

I	**Indirect Sales Tax Assumptions - Employees**	
	Annual Spending per Employee [1]	$897
II	**Retail Taxable Sales Capture**	
	City of Irwindale Retail Taxable Purchase Capture [2]	50%

Direct Sales Tax Assumptions

I	**Non-Residential Direct Sales Tax Assumptions**	
A	**Non-Residential Land Uses**	**Taxable Sales per Sq. Ft**
	Warehouse	$0.00
	Battery Energy Storage System	$0.00
II	**Displaced Taxable Sales**	
	Displaced Existing Taxable Sales within the City of Irwindale [3]	15%

Other Sales Tax Assumptions

I	**Percent to the City of Irwindale**	
	City of Irwindale Municipal Code §3.12.030	1.00%
	Measure I	0.75%
	Total	**1.75%**

Fiscal Impact Calculation

I	**Fiscal Impact Category**	**Annual Fiscal Impact Amount**
A	**Indirect Sales Tax**	
A.1	**Employee Taxable Sales**	
	Direct Employees	$3,600
B	**Direct Sales Tax**	
B.1	**Projected Non-Residential Land Uses**	
	Warehouse	$0
	Battery Energy Storage System	$0
II	**Total Sales Tax Revenues**	**$3,600**

NOTES:

[1] Based on the average spending on Fast Food/Deli/Lunch Eateries for workers with annual income between $50K and $75K. Source: "Office-Worker Retail Spending in a Digital Age," ICSC (2012). Adjusted for inflation assuming 3% annual inflation rate.

[2] Based on typical DTA baseline assumptions.

[3] Based on typical DTA baseline assumptions.

* ***All figures subject to rounding***

ATTACHMENT 1-F
IRWINDALE, CALIFORNIA: IRWINDALE GATEWAY PROJECT
UTILITY USERS' TAX REVENUE ANALYSIS

Utility Assumptions

		Telephone ($ per Business) [1]	Electricity (kWh per Sq. Ft.) [2]	Natural Gas (Cu. Ft. per Sq. Ft.) [3]	Water (Gal. per Worker) [4]
I	**Utility Usage Assumptions**				
A	**Non-Residential Land Uses**				
	Warehouse	$11,700	4.8	25.5	10,900
II	**Energy Price Assumptions**				
A	**Non-Residential Land Uses**				
	Electricity Costs per kWh [5]				$0.1181
	Natural Gas Rate per 1,000 Cu. Ft. [6]				$13.01
	Water Rate per 748 Gallons [7]				$2.60

Gross Utility Receipts

I	**Non-Residential Land Uses**	
A	**Warehouse**	
	Telephone	$58,500
	Electricity	$425,449
	Natural Gas	$248,985
	Water	$17,233
B	**Battery Energy Storage System**	
	Electricity [8]	$1,442,593

Utility Users' Tax Assumptions

I	**Utility Users' Tax Rate Assumptions**	
	Telephone (Municipal Code §3.16.020)	7.50%
	Electricity (Municipal Code §3.16.030)	7.50%
	Natural Gas (Municipal Code §3.16.040)	7.50%
	Water (Municipal Code §3.16.050)	7.50%

Fiscal Impact Calculation

	I Fiscal Impact Category	Annual Fiscal Impact Amount
A	**Utility User's Tax - Telephone**	
A.1	**Non-Residential Land Uses**	
	Warehouse	$4,388
	Battery Energy Storage System	$0
B	**Utility User's Tax - Electricity**	
B.1	**Non-Residential Land Uses**	
	Warehouse	$31,909
	Battery Energy Storage System	$108,194
C	**Utility User's Tax - Natural Gas**	
C.1	**Non-Residential Land Uses**	
	Warehouse	$18,674
	Battery Energy Storage System	$0
D	**Utility User's Tax - Water**	
D.1	**Non-Residential Land Uses**	
	Warehouse	$1,293
	Battery Energy Storage System	$0
II	**Total Utility Users' Tax Revenues**	**$164,457**

NOTES:

[1] Based on the current base cost of AT&T Business Unlimited Enhanced with 5 lines.
[2] Source: Commercial Buildings Energy Consumption Survey, Table C15, 2012.
[3] Source: Commercial Buildings Energy Consumption Survey, Table C25, 2012.
[4] Source: Commercial Buildings Energy Consumption Survey, Table W1, 2012.
[5] Source: https://www.electricitylocal.com/states/california/west-covina/.
[6] Source: https://www.naturalgaslocal.com/states/california/west-covina/.
[7] Source: Valley County Water District.
[8] Source: Project Proponent.
* ***All figures subject to rounding***

ATTACHMENT 1-G

IRWINDALE, CALIFORNIA: IRWINDALE GATEWAY PROJECT

MULTIPLIER REVENUE SOURCES ANALYSIS

Multiplier Revenue Assumptions

I	Revenue Category	Multiplier Factor [1]	Revenue Projection Basis
	Business Licenses	$76.98	Per Employee
	Franchise Fees	$126.99	Persons Served
	Use of Money and Property	$60.77	Persons Served
	Licenses and Permits	$41.79	Persons Served
	Fines and Forfeitures	$13.10	Persons Served
	Miscellaneous	$76.81	Persons Served

Fiscal Impact Calculation

I	Fiscal Impact Category	Annual Fiscal Impact Amount
	Business Licenses	$35,323
	Franchise Fees	$29,081
	Use of Money and Property	$13,916
	Licenses and Permits	$9,570
	Fines and Forfeitures	$3,000
	Miscellaneous	$17,589
II	**Total Multiplier Revenues**	**$108,479**

NOTES:

[1] Source: City of Irwindale Annual Budget FY 2022-2023.

* *All figures subject to rounding*

ATTACHMENT 1-H

IRWINDALE, CALIFORNIA: IRWINDALE GATEWAY PROJECT

INVESTMENT INCOME REVENUES ANALYSIS

Assumptions

I	**Investment Income Assumptions**	
	Investment Period for Recurring Non-Interest General Fund Revenues	1 Month
	Local Agency Investment Fund (LAIF) Rate of Return [1]	2.06%
	Local Agency Investment Fund (LAIF) Percentage of Earnings Cost [1]	50.00%

Fiscal Impact Calculation

	Fiscal Impact Category	Annual Fiscal Impact Amount
	Total Property Tax Revenues (Attachment 1-D)	$1,047,823
	Total Sales Tax Revenues (Attachment 1-E)	$3,600
	Total Utility Users' Tax Revenues (Attachment 1-F)	$164,457
	Total Multiplier Revenues (Attachment 1-G)	$108,479
II	**Projected Recurring General Fund Revenues Available for Investment**	**$1,324,359**
III	**Plus: Investment Income (Less Earnings Cost)**	**$1,138**
IV	**Total Recurring General Fund Revenues**	**$1,325,497**

NOTES:

[1] Estimate. Subject to change.

* *All figures subject to rounding*

ATTACHMENT 1-I
IRWINDALE, CALIFORNIA: IRWINDALE GATEWAY PROJECT
MULTIPLIER EXPENDITURES ANALYSIS

Multiplier Expenditure Assumptions

I	Expenditure Category	Multiplier Factor [1]	Expenditure Projection Basis
	Police	$467.36	Persons Served
	Public Works - Engineering/Capital Project	$159.37	Persons Served
	Public Services	$138.78	Persons Served
	Senior Center	$5.03	Persons Served
	Recreation	$48.07	Persons Served
	Library	$17.90	Persons Served

Fiscal Impact Calculation

I	Fiscal Impact Category	Annual Fiscal Impact Amount
	Police	$107,025
	Public Works - Engineering/Capital Project	$36,496
	Public Services	$31,781
	Senior Center	$1,152
	Recreation	$11,008
	Library	$4,099
II	**Total Multiplier Expenditures**	**$191,561**

NOTES:

[1] Source: City of Irwindale Annual Budget FY 2022-2023.

* ***All figures subject to rounding***

ATTACHMENT 1-J
IRWINDALE, CALIFORNIA: IRWINDALE GATEWAY PROJECT
GENERAL GOVERNMENT EXPENDITURES ANALYSIS

Assumptions

I	**General Government Overhead Expenditures**	
	Total Recurring General Fund Expenditures (excluding General Government Overhead) [1]	$21,235,095
	Recurring General Government Overhead Expenditures (as a % of Total Recurring General Fund Expenditures) [2]	34.2%
	Marginal Increase in General Government Costs	75%

Fiscal Impact Calculation

	Fiscal Impact Category	**Annual Fiscal Impact Amount**
	Total Multiplier Expenditures (Attachment 1-I)	$191,561
II	**Projected Recurring General Fund Expenditures**	**$191,561**
III	**Plus: General Government Costs**	**$49,065**
IV	**Total Recurring Expenditures**	**$240,626**

NOTES:

[1] City of Irwindale Annual Budget FY 2022-2023.

[2] General Government Overhead Expenditures defined as costs for Legislative, Administration, Finance, Development Services, and other General Government.

* ***All figures subject to rounding***

EXHIBIT “N”

NOVEMBER 14, 2024 PLANNING COMMISSION STAFF REPORT AND RESOLUTIONS

https://www.irwindaleca.gov/DocumentCenter/View/9682/Agenda-Item-4A

Item #22.B.

City of
IRWINDALE
AGENDA REPORT

Date: January 8, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Proposed Use of Community Development Block Grant (CDBG) Allocation for Fiscal Year (FY) 2025-2026 along with reallocation of FY 2024-2025 Project Funding previously deferred on October 9, 2024.

City Manager's Recommendation:

That the City Council conduct a public hearing to receive public comments on the proposed use of the CDBG allocations for FY 2025-26 along with reallocation of FY 2024-2025 project funding previously deferred on October 9, 2024. The combined amounts will provide more funding for the sidewalk and access ramp project scheduled to be completed in FY 2025-26. Following the conclusion of the public hearing, Staff recommend that the City Council:

Adopt Resolution No. 2025-06-3594, entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2025-2026 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION AND REALLOCATE FISCAL YEAR 2024-2025 FUNDING AS PREVIOUSLY APPROVED,"** reading by title only and waving further reading thereof:

Administrative Action:

Submitted by:

Kambiz Borhani, Finance Director / City Treasurer

Prepared by:

Claudia Carlos, Finance Analyst

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

1. The CDBG Program is funded directly by the federal government's Department of Housing and Urban Development (HUD), whose objectives include the development of suitable living environments. The amount of the CDBG grant to each participating city is based upon population. Consequently, the City of Irwindale's annual CDBG allocation is considerably low and can only be used for very small projects. For FY 2025-2026, the City's CDBG grant allocation will be approximately $6,800. The CDBG allocation from FY 2024-2025 is $8,243. Using the combined funds ($15,043) will allow for a larger sidewalk and access ramp project to be completed in FY 2025-2026.

1. Public Works is proposing to use the CDBG grant for sidewalk and access ramp improvements to comply with American Disability Act (ADA) requirements. These improvements will provide adequate access to disabled persons, including those dependent upon wheelchair transportation, consistent with the American Disabilities Act.

Fiscal Impact:

The use of CDBG funds, and the approval of Resolution No. 2025-06-3594 will serve to formally approve the use of CDBG allocations for this program. FY 2025-26 allocation of $6,800 will be combined with the amount carried forward from prior FY 2024-25 in the amount of $8,243. The combined total of $15,043, will be appropriated as part of the FY 2025-26 annual budget process. This will eliminate the need to use general fund monies for these required public improvements.

Attachments:

1. Resolution No 2025-06-3594

RESOLUTION NO. 2025-06-3594

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2025-2026 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION AND REALLOCATE FISCAL YEAR 2024-2025 FUNDING AS PREVIOUSLY APPROVED

WHEREAS, the City of Irwindale's Community Development Block Grant ("CDBG") Allocation from the County of Los Angeles for Fiscal Year ("FY") 2025-2026 was estimated to be $6,800; and

WHEREAS, the City of Irwindale's Community Development Block Grant ("CDBG") Allocation from the County of Los Angeles for Fiscal Year ("FY") 2024-2025 was for $8,243, but its project implementation was deferred to FY 2025-2026 on October 9, 2024; and

WHEREAS, the City of Irwindale will be combining CDBG Funds for FY 2025-2026 with FY 2024-2025 Funds for a total of $15,043 ($6,800+$8,243) for project implementation in FY 2025-2026; and

WHEREAS, no more than 15% of the City's CDBG Allocation may be used for public services; and

WHEREAS, the City must comply with federal requirements including procurement standards and submittal of quarterly reports in order to qualify for and receive the CDBG Allocation. Additionally, CDBG funds must be used to address one of the following three objectives: benefit to low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or to meet an urgent need; and

WHEREAS, the City desires to optimally apply the limited-use grant monies with minimal corresponding administrative burdens; and

WHEREAS, the City's CDBG Allocation is eligible to pay for the cost of access ramps and sidewalk improvement to help those with disabilities; and

WHEREAS, installing access ramps and improving sidewalks to improve mobility of disabled persons, including those dependent upon wheelchair transportation, would benefit disabled persons who may be low- or moderate-income, aid in the prevention or elimination of blight, and meet an urgent need, and thereby meet the national objectives for the use of CDBG Allocation; and

WHEREAS, the City of Irwindale held a duly noticed public hearing on the proposed disposition of the City's CDBG Allocation on December 19, 2024, and

authorized the use of the City's CDBG Allocation to pay for the cost of access ramps and sidewalk improvements to help those with disabilities.

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

SECTION 1. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council hereby approves the proposed use of the City of Irwindale FY 2025-2026 along with FY 2024-2025 project funding that its implementation was deferred CDBG Allocation of estimated total of $15,043 from the Los Angeles County Community Block Grant Program to fund the cost of access ramps and sidewalk repairs to improve the accessibility for people with disabilities.

SECTION 3. The City Council hereby authorizes the City Manager and Finance Director to secure receipt of the CDBG Allocation from the County and apply the funds to project expenditures stipulated herein.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 8th day of January 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura Nieto
Chief Deputy City Clerk

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

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-06-3594 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 8th day of January 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura Nieto
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **DECEMBER 11, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:02 P.M.**

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

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

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 Garcia, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 32A
APPROVE THE MINUTES OF THE REGULAR MEETINGS HELD OCTOBER 23, 2024, AND NOVEMBER 13, 2024

APPROVE THE MINUTES OF THE REGULAR MEETINGS HELD OCTOBER 23, 2024, AND NOVEMBER 13, 2024

The minutes of the regular meetings held October 23, 2024, and November 13, 2024, were approved.

ITEM NO. 32B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 32C
CONSIDERATION OF RESOLUTION APPROVING A "ROPS" AND ADMINISTRATIVE BUDGET FOR 7/1/25 THROUGH 6/30/26

CONSIDERATION OF RESOLUTION NO. SA 2024-102-3579 OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLITATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 1, 2025, THROUGH JUNE 30, 2026

RESOLUTION NO. SA 2024-102-3579 ADOPTED

Resolution No. SA 2024-102-3579, entitled:

"A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT

SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

ANONYMOUS — An anonymous speaker spoke in favor of keeping the Irwindale Speedway, saying that reclaiming the site would cost millions and that the Speedway generates funding for the City and keeps streets safe.

DENA ZEPEDA — Dena Zepeda stated that the owner of the Speedway was the one to decide to sell the property and that the new owners decided to get rid of the racetrack. She stated that the City is not responsible for its demolition.

KENNETH WAKEFIELD — Kenneth Wakefield stated that street racing will be worse within a year. He stated his opinion that environmental impact reviews for the Speedway site were superficial and stated that air quality will be impacted.

JAMES HUNLEY — James Hunley stated that he has heard reports of toxic chemicals being dumped at the Speedway and that the site is filled with old tires.

FRED BARBOSA — Fred Barbosa spoke in opposition to the allegations being made regarding the Speedway and urged the Council to ignore the comments from out-of-towners.

STEVE MARQUART — Steve Marquart spoke on how the Speedway has improved his daughter's life and stated that many Sacramento racers want to help save the Speedway.

ANONYMOUS — An anonymous individuals asked to keep the Speedway and stated that he would provide the revenue to the City.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 8:27 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103636	ROSENO	RSG Inc.	12/18/2024	618.75
103637	USBANK03	US Bank Trust N.A.	12/18/2024	4,235.00
			Total for 12/18/2024:	4,853.75
			Report Total (2 checks):	4,853.75

IRWINDALE CITY COUNCIL CHAMBERS **DECEMBER 11, 2024**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:21 P.M.**

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL: Present: Board Members Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Vice Chair H. Manuel Ortiz.
Chair Larry G. Burrola

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 Ambriz, seconded by Board Member Breceda, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 38A
APPROVE THE MINUTES OF THE SPECIAL / REGULAR / JOINT MEETINGS HELD OCTOBER 23, 2024, OCTOBER 30, 2024, AND NOVEMBER 13, 2024

APPROVE THE MINUTES OF THE SPECIAL / REGULAR / JOINT MEETINGS HELD OCTOBER 23, 2024, OCTOBER 30, 2024, AND NOVEMBER 13, 2024

The minutes of the special / regular / joint meetings held October 23, 2024, October 30, 2024, and November 13, 2024, were approved as presented.

ITEM NO. 38B
SB 241 ANNUAL REPORT FOR FISCAL YEAR (FY) 23/24

SB 241 ANNUAL REPORT FOR FISCAL YEAR (FY) 2023-2024

The SB 341 Annual Report for FY 2023-2024 was received and filed and it was directed that such report be filed with t the City of Irwindale's City Clerk's office and the Department of Housing and Development.

ITEM NO. 38C
AMENDED - IRWINDALE HOUSING AUTHORITY ANNUAL REPORT FOR FY 23/24

AMENDED – IRWINDALE HOUSING AUTHORITY ANNUAL REPORT FOR FY 23/24

The FY 23-24 Amended Irwindale Housing Authority Annual Report was received and filed and it was directed that such report be filed with the City of Irwindale's City Clerk's office and the Department of Housing and Community Development.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

TERESA ORTIZ — Teresa Ortiz congratulated Inclusion Specialist Acuna on the success of the programs she has implemented and congratulated the newly appointed Commissioners.

RODNEY RAYBORNE — Rodney Rayborne stated that the Los Angeles Teachers Retirement Fund hired IDS Real Estate to purchase and manage the land at the Speedway and asked what their purpose is and whether they have received demolition permits, to which Executive Director Miranda encouraged Mr. Rayborne to speak to Community Development Director Simpson for more information.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 8:27 p.m.

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Laura M. Nieto, MMC
Chief Assistant Authority Secretary